

# M

CHWP000

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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\* insert full name  
of Company

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in  
respect of each register entry for a mortgage  
or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

42

00014259

Name of company

\* HSBC Bank plc as trustee of Hermes Property Unit Trust (the "Borrower")

Date of creation of the charge

13 August 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Standard Security (the "Charge")

Amount secured by the mortgage or charge

SEE PAPER APART ONE

Names and addresses of the mortgagees or persons entitled to the charge

Munchener Hypothekenbank eG of Karl-Schamagl-Ring 10, 80539 Munich, Germany for itself  
and as security trustee for the Finance Parties (the "Security Trustee")

Postcode

Presenter's name address and  
reference (if any)

Brodies LLP (Ref MXM/MUE3 1)  
DX ED-10  
EDINBURGH-1

For official Use (02/06)  
Mortgage Section

SATURDAY



\*AQHZ0210\*

A04

23/08/2008

50

COMPANIES HOUSE

Time critical reference

081423/17

# 395

Short particulars of all the property mortgaged or charged

SEE PAPER APART TWO

Please do not  
write in  
this margin

*Please complete  
legibly, preferably  
in black type, or  
bold block lettering*

Particulars as to commission allowance or discount (note 3)

NONE

Signed per from, MEMBER ON Date 22 August 2008.  
BEHALF OF 3 MOVED UP

On behalf of [company] (mortgagee/chargee)†

*A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge  
(See Note 5)*

† delete as  
appropriate

**Notes**

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

**FORM 395. RE STANDARD SECURITY**

**HSBC BANK PLC as trustee of Hermes Property Unit Trust – 00014259**

**PAPER APART 1**

**AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

The Borrower undertakes to the Security Trustee to pay and discharge all monies and liabilities at the date of the Charge or thereafter due owing or incurred by the Borrower to the Finance Parties (or any of them) under the Finance Documents (or any of them) in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Finance Party under any Finance Document (the "**Secured Obligations**") when they become due for payment and discharge in accordance with the terms of the Finance Documents

**PAPER APART 2**

**SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

In continuing security of the payment and discharge of the Secured Obligations the Borrower grants the Charge in favour of the Security Trustee over ALL and WHOLE the subjects known as 118 Lothian Road, Edinburgh and 3-5 Morrison Street, Edinburgh being the subjects registered in the Land Register of Scotland under Title Number MID71324 together with (1) the parts, privileges and pertinents thereof, (2) the whole right, title and interest of the Borrower in and to the subjects secured by the Charge and (3) the heritable fixtures and fittings therein and thereon

**DEFINITIONS**

In this Form 395 and paper apart, the following terms shall have the meanings set out below

**Agent** means Münchener Hypothekbank eG of Karl-Scharnagl-Ring 10, 80539 Munich, Germany, as agent of the Finance Parties

**Arranger** means Laxfield Capital Limited (registered in England with number 06425762)

**Assignment of Collateral Warranties** means an assignment executed or to be executed by the Borrower in favour of the Security Trustee on behalf of the Finance Parties in a form agreed between the Borrower and the Security Trustee in respect of collateral warranties given in favour of the Borrower in relation to the Initial Property known as 3-5 Morrison Street and 118 Lothian Road, Edinburgh

**Assignment of Rents** means an assignment of rent executed or to be executed by the Borrower in favour of the Security Trustee on behalf of the Finance Parties in a form agreed between the Borrower and the Security Trustee

**Assignment of Rights** means an assignment of rights executed or to be executed by the Borrower in favour of the Security Trustee on behalf of the Finance Parties in a form agreed between the Borrower and the Security Trustee

**Committee of Management** means the committee of management constituted in accordance with schedule 2 of the Trust Instrument who, in relation to the Trust provide their services as operator thereof and fulfil those duties imposed on them in such Trust Instrument

**Commitment** means

- (a) in relation to an Original Lender, the amount set opposite its name under the heading Commitment in schedule 1 of the Facility Agreement (*The Original Lender*) and the amount of any other Commitment transferred to it under the Facility Agreement and
- (b) in relation to any other Lender, the amount of any Commitment transferred to it under the Facility Agreement

**Core Property** means each Initial Property, any Substituted Core Property and any Remedial Core Property, in each case, unless disposed of in accordance with the Facility Agreement

**Duty of Care Deed** means each and any of

- (a) a deed entered or to be entered into between the Borrower, a Managing Agent and the Security Trustee in relation to the obligations of the Managing Agent under a Property Management Agreement
- (b) a deed entered or to be entered into between the Borrower, the Property Manager and the Security Trustee pursuant to clause 22.4 (a) of the Facility Agreement (*Property Manager*) in relation to the obligations of the Property Manager under the Property Investment Management Agreement and
- (c) a deed entered or to be entered into between the Borrower, the Trust Manager and the Security Trustee in relation to the obligations of the Trust Manager under the Trust Management Agreement

**Facility** means the loan facility made available under the Facility Agreement as described in clause 2 of the Facility Agreement (*The Facility*)

**Facility Agreement** means the facility agreement between the Borrower as Borrower, Hermes Investment Management Limited as Trust Manager, Laxfield Capital Limited as Arranger, Munchener Hypothekbank eG as Original Lender, Agent and Security Trustee, Laxfield Asset Management Limited as Servicer dated 25 July 2008

**Fee Letter** means any letter or letters dated on or about the date of the Facility Agreement between the Agent and the Borrower setting out any of the fees referred to in clause 12 of the Facility Agreement (*Fees*)

**Finance Document** means any of

- (d) the Facility Agreement
- (e) any Fee Letter
- (f) each Duty of Care Deed
- (g) each Security Document
- (h) any Utilisation Request and
- (i) any other document designated as a Finance Document by the Agent and the Borrower

**Finance Party** means any of the Agent, the Arranger, the Servicer, the Security Trustee and each Lender

**HIML** means Hermes Investment Management Limited (registered in England with number 02466043) in its capacity as trust manager of Hermes Property Unit Trust

**Initial Property** means each of the freehold, heritable, leasehold and long lease properties brief details of which are set out in schedule 3 of the Facility Agreement (*Initial Properties*)

**Lender** means

- (a) the Original Lender and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 24 of the Facility Agreement (*Changes to the Lender*)

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement

**Loan** means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan

**Majority Lenders** means

- (a) if there are no Loans then outstanding, a Lender or Lenders whose Commitments aggregate more than 66⅔% of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66⅔% of the Total Commitments immediately prior to the reduction) or
- (b) at any other time, a Lender or Lenders whose participations in the Loans then outstanding aggregate more than 66⅔% of all the Loans then outstanding

**Managing Agent** means each and any of King Sturge LLP, Jones Lang LaSalle, DTZ Debenham Tie Leung Limited and Cushman & Wakefield as managing agents of Core Properties and any other person appointed in accordance with clause 22.5 of the Facility Agreement (*Managing Agents*)

**Original Lender** means Munchener Hypothekbank eG of Karl-Schönagel-Ring 10, 80539 Munich, Germany

**Party** means a party to the Facility Agreement

**Property Investment Management Agreement** means the property investment management agreement dated 16th November 2004 (as varied by a deed of variation dated 21 December 2005) and made between the Trust (acting through The Committee of Management of Hermes Property Unit Trust) and the Property Manager

**Property Management Agreement** means each and any agreement between, *inter alia*, the Borrower and/or the Property Manager acting as agent for the Borrower and a Managing Agent relating to the appointment of a Managing Agent as managing agent of a Core Property

**Property Manager** means Hermes Real Estate Investment Management Limited (previously called Hermes Property Asset Management Limited) (registered in England with number 02466189) and any other person appointed in accordance with clause 22.4 of the Facility Agreement (*Property Manager*)

**Remedial Core Property** means any freehold, heritable, leasehold or long lease property situated in England, Wales and Scotland (which in the opinion of the Majority Lenders (in their absolute discretion) is of adequate asset quality, tenant standing and lease length)

- (a) which the Borrower, pursuant to clause 20.3 (a) (iii) of the Facility Agreement (*Remediation*), wishes to bring into the Transaction Security as additional security for the purposes of remedying a breach of the terms of clause 20.2 of the Facility Agreement (*Financial condition*) and
- (b) in relation to which the Borrower has delivered in form satisfactory to the Agent all items set out in part 2 (*Conditions precedent required to be delivered in relation to any Substituted Core Property and any Remedial Core Property*) of schedule 2 of the Facility Agreement

**Security** means a mortgage, charge, standard security, pledge, lien, assignment, assignation in security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**Security Deed** means the security deed executed or to be executed by the Borrower in favour of the Security Trustee on behalf of the Finance Parties

**Security Documents** means

- (a) the Security Deed
- (b) each Standard Security

- (c) each Assignment of Rent
- (d) any Assignment of Rights
- (e) the Assignment of Collateral Warranties
- (f) any Supplemental Charge and
- (g) any other document entered into by the Borrower creating or expressed to create any Security over all or any part of its assets in respect of the obligations of the Borrower under any of the Finance Documents

**Servicer** means Laxfield Asset Management Limited (registered in England with number 06532356)

**Standard Security** means a standard security executed or to be executed by the Borrower in favour of the Security Trustee on behalf of the Finance Parties in a form agreed between the Borrower and the Security Trustee

**Substituted Core Property** means

- (a) any freehold, heritable, leasehold or long lease property situated in England, Wales and Scotland (which in the opinion of the Majority Lenders (in their absolute discretion) is of adequate asset quality, tenant standing and lease length) and
- (b) in relation to which the Borrower has delivered in form satisfactory to the Agent all items set out in part 2 (*Conditions precedent required to be delivered in relation to any Substituted Core Property and any Remedial Core Property*) of schedule 2 of the Facility Agreement

**Supplemental Charge** means a first fixed legal mortgage over a Substituted Core Property or a Remedial Core Property together with first fixed charges over rights relating to such Substituted Core Property or such Remedial Core Property in a form supplemental to the Security Deed and substantially in the form of schedule 9 of the Facility Agreement (*Form of Supplemental Charge*), to be executed by the Borrower in favour of the Security Trustee on behalf of the Finance Parties

**Total Commitments** means the aggregate of the Commitments being at the date of the Facility Agreement £75,000,000

**Transaction Security** means the Security created or expressed to be created in favour of the Security Trustee pursuant to the Security Documents

**Trust** means the unit trust originally constituted by a deed dated 25 September 1974 which has been supplemented and amended by further deeds and which is now regulated by the Trust Instrument and now known as Hermes Property Unit Trust

**Trust Instrument** means the supplemental trust deed dated 18 December 2007 and made between the Trustee and D J Gamble and others being supplemental to the original trust deed dated 25 September 1974

**Trust Management Agreement** means the Trust Management Agreement dated 16th November 2004 and made between The Committee of Management of Hermes Property Unit Trust and the Trust Manager

**Trust Manager** means HIML and any other person appointed in accordance with clause 21.23 of the Facility Agreement (*Trust Manager*)

**Utilisation Request** means a notice substantially in the form set out in schedule 4 of the Facility Agreement (*Utilisation Request*)





CHWP000

COMPANIES FORM No. 398

**Certificate of registration in  
Scotland or Northern Ireland  
of a charge comprising property  
situate there**

**398**

Pursuant to section 398(4) of the Companies Act 1985

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies  
(Address overleaf)

For official use

Company number

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00014259

Name of company

\* insert full name  
of company

\* HSBC BANK PLC as trustee of Hermes Property Unit Trust (the "Borrower")

Alan Knowles

AS A MEMBER ON BEHALF

of Brodies LLP, 15 Atholl Crescent, Edinburgh EH3 8HA

\* give date and  
parties to charge

certify that the charge \* being a standard security dated 25 July 2008 by the Borrower in favour of  
Munchener Hypothekenbank eG of Karl-Schmagerl-Ring 10, 80539 Munich, Germany for itself and as  
security trustee for the Finance Parties

† delete as  
appropriate

of which a true copy is annexed to this form was presented for registration on 13/08/08

in [Scotland] ~~Northern Ireland~~†

Signed *Alan Knowles*  
*MEMBER ON BEHALF*  
*OF BRODIES LLP*

Date 22 August 2008

Presenter's name address and  
reference (if any)

Brodies LLP  
DX ED-10  
EDINBURGH-1  
(Ref MXM/MUE3 1)

For official Use (02/06)  
Mortgage Section

Post room

## Notes

The address of the Registrar of Companies is -

Companies House  
Crown Way  
Cardiff  
CF14 3UZ

DX 33050 Cardiff