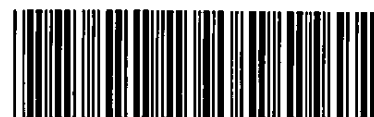


MG01

Particulars of a mortgage or charge

105157/13



PGZPS00L

PMO 04/12/2010 493
COMPANIES HOUSE

A0962QUH

A31 17/12/2010 28
COMPANIES HOUSE

AXR4DPTX

A54 10/12/2010 113
COMPANIES HOUSE

A65G4PNH

A12 04/12/2010 386
COMPANIES HOUSE

A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to reg
particulars of a charge for a Sci
company To do this, please use
form MG01s

SA
FR

1 Company details		<div>47</div> <div>For official use</div> <div>→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *</div>
Company number	0 0 0 1 4 2 5 9	
Company name in full	HSBC BANK PLC as trustee of Hermes Property Unit Trust (the "Borrower")	
2 Date of creation of charge		
Date of creation	d 2 d 3 m 1 m 1 y 2 y 0 y 1 y 0	
3 Description		
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'		
Description	An ASSIGNATION OF RENTS (the "Assignment")	
4 Amount secured		
Please give us details of the amount secured by the mortgage or charge		
Amount secured	All monies and liabilities now or after the date of the Assignment 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 Capitalised terms appearing in this Form MG01 and continuation pages shall have the meaning ascribed thereto on the continuation page entitled "Amount Secured" under the heading "Definitions"	
		Continuation page Please use a continuation page if you need to enter more details

MG01

Particulars of a mortgage or charge

5

Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name MUNCHENER HYPOTHEKENBANK EG for itself and as security

Address trustee for the Finance Parties (the "Security Trustee")

Karl-Scharnagl-Ring 10, 80539 Munich, Germany

Postcode

Name

Address

Postcode

Continuation page

Please use a continuation page if you need to enter more details

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

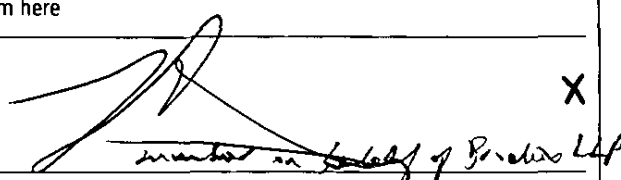
Please use a continuation page if you need to enter more details

Short particulars

The Borrower assigned to and in favour of the Security Trustee its whole entitlement to receive from the Tenants and from any other relevant third party (as appropriate), the Rental Income payable under the Lease

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
	<p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	None	
8	Delivery of instrument	
	<p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
9	Signature	
	Please sign the form here	
Signature	<p>Signature</p> <p>X  X</p> <p><i>member on behalf of Prudential Ltd</i></p>	
	This form must be signed by a person with an interest in the registration of the charge	

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name LGT MUE3 2

Company name Brodies LLP

Address 15 Atholl Crescent

Post town Edinburgh

County/Region

Postcode E H 3 8 H A

Country SCOTLAND

DX ED 10 EDINBURGH

Telephone 131 228 3777



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>FORM MG01</p> <p>HSBC BANK PLC as trustee of Hermes Property Unit Trust - 00014259</p> <p>CONTINUATION SHEET NUMBER 1 (1)</p> <p>DEFINITIONS</p> <p>In this Form MG01 and continuation pages, the following terms shall have the meanings set out below</p> <p>Agent means Munchener Hypothekenbank eG of Karl-Scharnagl-Ring 10, 80539 Munich, Germany, as agent of the Finance Parties</p> <p>Arranger means Laxfield Capital Limited (registered in England with number 06425762)</p> <p>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</p> <p>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</p> <p>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</p> <p>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</p> <p>Commitment means</p> <p>(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</p> <p>(b) in relation to any other Lender, the amount of any Commitment transferred to it under the Facility Agreement</p> <p>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</p> <p>Duty of Care Deed means each and any of</p> <p>(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</p> <p>(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</p> <p>(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</p> <p>Facility means the loan facility made available under the Facility Agreement as described in clause 2 of the Facility Agreement (The Facility)</p> <p>Facility Agreement means the facility agreement between the Borrower as Borrower, Hermes Investment Management Limited as Trust Manager, Laxfield Capital Limited as Arranger, Munchener Hypothekenbank eG as Original Lender, Agent and Security Trustee, Laxfield Asset Management Limited as Servicer dated 25 July 2008</p>	

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>FORM MG01</p> <p>HSBC BANK PLC as trustee of Hermes Property Unit Trust - 00014259</p> <p>CONTINUATION SHEET NUMBER 1 (2)</p> <p>DEFINITIONS</p> <p>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)</p> <p>Finance Document means any of</p> <ul style="list-style-type: none"> (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 <p>Finance Party means any of the Agent, the Arranger, the Servicer, the Security Trustee and each Lender</p> <p>Headlease means any lease of any Core Property under which the Borrower holds, or will hold, title to such Core Property</p> <p>HIML means Hermes Investment Management Limited (registered in England with number 02466043) in its capacity as trust manager of Hermes Property Unit Trust</p> <p>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)</p> <p>Leases means the lease detailed in Part 2 of the Schedule of the Assignment being Lease between HSBC Bank plc as trustee of Hermes Property Unit Trust and Network Rail Infrastructure Limited dated 30 March and 7 April and registered in the Books of Council and Session on 22 April, all dated in the year 2009</p> <p>Lender means</p> <ul style="list-style-type: none"> (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) <p>which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement</p> <p>Loan means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan</p> <p>Majority Lenders means</p> <ul style="list-style-type: none"> (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 <p>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)</p> <p>Original Lender means Munchener Hypothekenbank eG of Karl-Schamagl-Ring 10, 80539 Munich, Germany</p> <p>Party means a party to the Facility Agreement</p>	

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>FORM MG01</p> <p>HSBC BANK PLC as trustee of Hermes Property Unit Trust - 00014259</p> <p>CONTINUATION SHEET NUMBER 1 (3)</p> <p>DEFINITIONS</p> <p>Property means the subjects known as <u>Unit 24, Belleknowes Industrial Estate</u>, Inverkeithing, Fife being the subjects registered in the Land Register of Scotland under Title Number FFE5150</p> <p>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</p> <p>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</p> <p>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)</p> <p>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)</p> <p>(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</p> <p>(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</p> <p>Rental Income means, in respect of any period, the aggregate of all amounts paid or payable to or for the benefit of the Borrower in respect of or arising out of the letting, use or occupation of all, any or any part of the Property including (without limitation)</p> <ul style="list-style-type: none"> a) rents, licence fees and equivalent sums reserved or made payable, b) sums received from any deposit held as security for performance of any tenant's obligations, c) a sum equal to any apportionment of rent in favour of the Borrower, d) proceeds of insurance in respect of loss of rent or interest on rent, e) any monies in respect of any fixture and fitting on the Property including any fixture and fitting on the Property for display, advertisement, on licence or otherwise, f) any amount payable to the Borrower by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance or repair of, and the payment of insurance premiums for the Property, g) any profits of a revenue nature awarded or agreed to be payable to the Borrower as a result of any proceedings taken or claims made, h) any amount payable by any guarantor or other surety of any occupational tenant or in respect of any of the items listed in this definition, i) any contribution by an occupational tenant to a sinking fund or to ground rent due under any Lease or Headlease, j) any interest, damages, compensation or settlement in respect of any of the items referred to above, and 	

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>FORM MG01</p> <p>HSBC BANK PLC as trustee of Hermes Property Unit Trust - 00014259</p> <p>CONTINUATION SHEET NUMBER 1 (4)</p> <p>DEFINITIONS</p> <p>k) any VAT on any sum mentioned in this definition</p> <p>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</p> <p>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</p> <p>Security Documents means</p> <p>(a) the Security Deed</p> <p>(b) each Standard Security</p> <p>(c) each Assignment of Rent</p> <p>(d) any Assignment of Rights</p> <p>(e) the Assignment of Collateral Warranties</p> <p>(f) any Supplemental Charge and</p> <p>(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</p> <p>Servicer means Laxfield Asset Management Limited (registered in England with number 06532356)</p> <p>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</p> <p>Substituted Core Property means</p> <p>(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</p> <p>(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</p> <p>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</p> <p>Total Commitments means the aggregate of the Commitments being at the date of the Facility Agreement £75,000,000</p> <p>Transaction Security means the Security created or expressed to be created in favour of the Security Trustee pursuant to the Security Documents</p> <p>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</p> <p>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</p>	

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>FORM MG01</p> <p>HSBC BANK PLC as trustee of Hermes Property Unit - 00014259</p> <p>CONTINUATION SHEET NUMBER 1 (5)</p> <p>DEFINITIONS</p> <p>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</p> <p>Trust Manager means HIML and any other person appointed in accordance with clause 21 23 of the Facility Agreement (Trust Manager)</p> <p>Utilisation Request means a notice substantially in the form set out in schedule 4 of the Facility Agreement (Utilisation Request)</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 14259
CHARGE NO. 47

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNATION OF RENTS DATED
23 NOVEMBER 2010 AND CREATED BY HSBC BANK PLC FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
BORROWER TO THE FINANCE PARTIES (OR ANY OF THEM) ON
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 4 DECEMBER
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 DECEMBER
2010



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —