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CHFP025

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

*insert full name
of Company

COMPANIES FORM No. 395

00400024/13

Particulars of a mortgage or charge

395

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

[3181]

00014259

Name of company

* HSBC Bank plc of 8 Canada Square, London, E14 4HQ in its capacity as
trustee of Hermes Property Unit Trust (Chargor)

Date of creation of the charge

25 July 2008

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

Security deed between the Chargor and the Security Trustee (as defined
below) (Deed)

Amount secured by the mortgage or charge

In respect of the Borrower, all monies and liabilities at the date of the
Deed or at any time 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

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

Munchener Hypothekenbank eG as security trustee for the Finance Parties
(Security Trustee) Karl-Scharnagl-Ring 10, 80539 Munich, Germany

Postcode 80539 Munich

Presenter's name address and
reference (if any)

Addleshaw Goddard LLP
Box 500, Companies House, 21
Bloomsbury Street, London,
WC1B 3XD

LIBED/GROVE/324613-4

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

MONDAY



LJOB31Z6

LD3

04/08/2008

43

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 1 **First legal mortgages**

The Borrower charges the Properties by way of first legal mortgage and all Fixtures on such property for the time being

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)

Nil

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

Signed ADDLESHAW GODDARD LLP

Date 4 August 2006

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

† 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 must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Name of company

* Insert full name
of Company* HSBC Bank plc of 8 Canada Square, London, E14 4HQ in its capacity as
trustee of Hermes Property Unit Trust (Chargor)

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Definitions:**Agent** means Münchener Hypothekenbank eG of Karl-Scharnagl-Ring 10, 80539 Munich, Germany**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**Borrower** means Chargor**Commitment** means

- (a) in relation to an Original Lender, the amount set opposite its name under the heading Commitment in schedule 1 (The Original Lender) of the Facility Agreement 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

to the extent not cancelled, reduced or transferred by 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

Name of company

*insert full name
of Company* HSBC Bank plc of 8 Canada Square, London, E14 4HQ in its capacity as
trustee of Hermes Property Unit Trust (Chargor)

- (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) (Property Manager) of the Facility Agreement 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 (The Facility) of the Facility Agreement

Facility Agreement means the facility agreement between the Chargor as Borrower, Hermes Investment Management Limited as Trust Manager, Laxfield Capital Limited as Arranger, Munchener Hypothekbank eG as Original Lender, Agent and Security Trustee and Laxfield Asset Management Limited as Servicer, and dated on or about the date of the Deed under which the Lenders agree to make available to the Borrower a revolving loan facility

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 (Fees) of the Facility Agreement

Finance Document means any of

- (a) the Facility Agreement
- (b) any Fee Letter
- (c) each Duty of Care Deed
- (d) each Security Document
- (e) any Utilisation Request and
- (f) 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)

Initial Property means each of the freehold, heritable, leasehold and long lease properties brief details of which are set out in schedule 3 (Initial Properties) of the Facility Agreement (as referred to in Schedule 1 to this form 395)

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 (Changes to the Lender) of the Facility

Name of company

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of Company* HSBC Bank plc of 8 Canada Square, London, E14 4HQ in its capacity as
trustee of Hermes Property Unit Trust (Chargor)

Agreement

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 66% of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66% 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 66% 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 (Managing Agents) of the Facility Agreement

Original Lender means Münchener Hypothekenbank eG

Party means a party to the Facility Agreement

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 (Property Manager) of the Facility Agreement

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

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) (Remediation) of the Facility Agreement, wishes to bring into the Transaction Security as additional security for the purposes of remedying a breach of the terms of clause 20 2 (Financial condition) of the Facility Agreement 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

Secured Assets means, in respect of the Borrower, all of its assets and undertaking the subject of any Security created by, under or supplemental to, the Deed in favour of the

Name of company

*Insert full name
of Company* HSBC Bank plc of 8 Canada Square, London, E14 4HQ in its capacity as
trustee of Hermes Property Unit Trust (Chargor)**Security Trustee**

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 Documents means

- (a) the 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

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 Deed and substantially in the form of schedule 9 (Form of Supplemental Charge) of the Facility Agreement, 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

Name of company

*insert full name
of Company* HSBC Bank plc of 8 Canada Square, London, E14 4HQ in its capacity as
trustee of Hermes Property Unit Trust (Chargor)

Security Trustee pursuant to the Security Documents

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 (Trust Manager) of the Facility Agreement

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

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

1 2 General

All Security created by the Borrower under clauses 3 2 to 3 4 inclusive of the Deed (as referred to in paragraphs 1 1, 1 3 and 1 4 of this form 395) is:

- (a) a continuing security for the payment and discharge of the Secured Obligations,
- (b) granted with full title guarantee,
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Borrower in and to the relevant Secured Asset, and
- (d) granted in favour of the Security Trustee as security trustee for the Finance Parties

1 3 Assignments

The Borrower assigns by way of security

- (a) all Rental Income payable under any Lease Document in respect of a property located in England and Wales to which it is a party, and
- (b) all proceeds of all Relevant Policies

to the fullest extent capable of assignment and subject to re-assignment on redemption as provided in clause 25 (Releases) of the Facility Agreement

1 4 First fixed charges

Name of company

*Insert full name
of Company* HSBC Bank plc of 8 Canada Square, London, E14 4HQ in its capacity as
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The Borrower charges by first fixed charge

- (a) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,
- (b) the benefit of all other agreements, instruments and rights relating to its Secured Property,
- (c) in relation to the Secured Assets only, all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,
- (d) all of its present and future rights, title and interest in and to and any claims to which it is now or may in the future become entitled under any Development Document and sums which shall from time to time become payable to the Borrower by any party under any Development Documents or any provision thereof,
- (e) in relation to the Secured Assets only, all book and other debts due to the Borrower and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),
- (f) all monies from time to time standing to the credit of each Blocked Account,
- (g) all its Intellectual Property,
- (h) the Relevant Policies,
- (i) the Lease Documents (in respect of a property located in England and Wales to which it is a party),
- (j) in relation to the Secured Assets only, the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and
- (k) to the extent that any legal mortgage in clause 3 2 of the Deed (as referred to in paragraph 1 1 of this form 395) or any assignment in clause 3 3 of the Deed (as referred to in paragraph 1 3 of this form 395) is ineffective as a legal mortgage or assignment (as applicable), the assets referred to in that clause

1 5 Recourse to Borrower

- (a) The liability of the Borrower (in any capacity howsoever described) arising

Name of company

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under or in connection with any Finance Document shall at any time of determination be limited to the realisable value of the assets from time to time of the Trust as is in its possession or under its control and, accordingly, the Finance Parties shall be entitled to have recourse only to such assets and proceeds thereof and the Borrower hereby acknowledges that the Trust Fund shall include the following assets

- (1) the Core Properties and all amounts paid on the sale or other disposal of any of the Core Properties,
- (11) all Rental Income paid to or to the order of the Borrower and all other revenue earned from or in connection with all or any part of the Core Properties,
- (111) all amounts paid to or to the order of the Borrower under any insurance in respect of all or any part of the Core Properties (subject to the terms of clause 22 1 (Insurance) of the Facility Agreement) and the assets the subject of the security created, evidenced or intended to be created or evidenced by each Security Document, and
- (1v) all other amounts paid to or to the order of the Borrower as a result of, or in consequence of or otherwise in connection with the Core Properties and the assets the subject of the security created, evidenced or intended to be created or evidenced by each Security Document
- (b) No recourse in respect of any liability of the Borrower under any Finance Document shall be held against any director or officer of the Borrower
- (c) Each Finance Party acknowledges that it does not have recourse to any Unitholder for any obligations under any Finance Document

2 Continuing security

The Security constituted by the Deed shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by the Borrower or any other person of the whole or any part of the Secured Obligations

3 Negative pledge

- 3 1 The Borrower shall not create or permit to subsist any Security over any of the Secured Assets
- 3 2 Clause 5 1 of the Deed (as referred to in paragraph 3.1 of this form 395) does not apply to any Security or arrangement which is permitted under the Finance Documents

4 Restrictions on disposals

- 4 1 The Borrower shall not enter into a single transaction or a series of transactions

Name of company

*insert full name
of Company* HSBC Bank plc of 8 Canada Square, London, E14 4HQ in its capacity as
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(whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Secured Assets

4 2 Clause 6 1 of the Deed (as referred to in paragraph 4 1 of this form 395) does not apply to

- (a) any disposal expressly permitted pursuant to clause 8 (Mandatory Prepayment) or clause 22 2 (Occupational Leases) of the Facility Agreement,
- (b) any disposal of a Core Property that is replaced by a Substituted Core Property in accordance with clause 4 3 (Substituted Core Properties) of the Facility Agreement, or
- (c) any sale, lease, transfer or other disposal which is a Permitted Disposal

5 Further assurance

5 1 The Borrower shall promptly do all such acts and execute all such documents (including assignments, assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require) in favour of the Security Trustee or its nominee(s)

- (a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by the Deed or for the exercise of any rights, powers and remedies of the Security Trustee or the Finance Parties provided by or pursuant to the Deed or by law, and/or
- (b) (if an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under the Deed

5 2 The Borrower shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Trustee or the Finance Parties by or pursuant to the Deed

Definitions:

Agreement for Lease means an agreement to grant an Occupational Lease of all or part of a Core Property

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, or any other similar permission

Blocked Account means

- (a) the Deposit Account
- (B) any other account designated as a Blocked Account by the Borrower and the

Name of company

*insert full name
of Company* HSBC Bank plc of 8 Canada Square, London, E14 4HQ in its capacity as
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Security Trustee

Deposit Account means an account of the Borrower designated "Deposit Account" with a bank acceptable to the Agent

Development Documents means any building contracts, professional appointments, collateral warranties, performance bonds including any warranties and representations given or made in respect of any construction works at any Secured Property

Default means an Event of Default or any event or circumstance specified in clause 23 (Events of Default) of the Facility Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default

Disposal means a sale, lease, licence, loan or other disposal (including a surrender or renunciation of an Occupational Lease) by the Borrower of the Secured Assets or any of them (whether by a voluntary or involuntary single transaction or series of transactions)

Event of Default means any event or circumstance specified as such in clause 23 (Events of Default) of the Facility Agreement

Fixtures means, in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of the Deed on that Secured Property

Headlease means any lease of any Core Property under which the Borrower holds, or will hold, title to such Core Property

Intellectual Property means, in relation only to the Secured Assets

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and interests, whether registered or unregistered and
- (b) the benefit of all applications and rights to use such assets

Lease Document means an Agreement for Lease, an Occupational Lease or any other document designated as such by the Agent and the Borrower

Occupational Lease means any occupational lease or licence or other right of occupation to which a Core Property is subject

Permitted Disposal means any sale, lease, licence, transfer or other Disposal which is on arm's length terms of a Core Property provided that

- (a) the Borrower has given the Agent at least 14 days' notice of the details of the proposed Disposal and
- (b) no Default is outstanding or would result from the Disposal

and subject to the mandatory prepayment being made under clause 8(b) (Mandatory prepayment) of the Facility Agreement

Name of company

*insert full name
of Company* HSBC Bank plc of 8 Canada Square, London, E14 4HQ in its capacity as
trustee of Hermes Property Unit Trust (Chargor)

Properties mean the properties listed in schedule 1 (Properties) of the Deed (as referred to in Schedule 2 to this form 395)

Secured Property means, at any time, the Properties and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to, the Deed

Relevant Policies means, in respect of the Borrower and only in relation to the Secured Assets, all policies of insurance present and future in which it has an interest (other than policies in respect of third party liability) which are governed by or otherwise subject to English Law together with all monies payable in respect of those policies (except as otherwise provided for in the Finance Documents)

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 Core Properties including (without limitation)

- (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 a Core Property including any fixture and fitting on a Core 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 any Core 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 Occupational Lease or Headlease
- (j) any interest, damages, compensation or settlement in respect of any of the items referred to above
- (k) any VAT on any sum mentioned in this definition

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

Name of company

*Insert full name
of Company* HSBC Bank plc of 8 Canada Square, London, E14 4HQ in its capacity as
trustee of Hermes Property Unit Trust (Chargor)

Instrument and now known as Hermes Property Unit Trust

Trust Fund means all the assets of the Trust from time to time (including the Core Properties)**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**Trustee** means HSBC Bank plc (registered in England with number 00014259) or any other trustee of the Trust from time to time appointed in accordance with clause 25 2 (Replacement Trustee) of the Facility Agreement**Unit** means an individual share in the Trust**Unitholders** means the holders of the Units from time to time**VAT** means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature

Schedule 1

Initial Properties

Description	Title Number
Belleknowes Industrial Estate, Inverkeithing	FFE5150
The Anchorage, Bridge Street, Reading	BK336734
2 Cavendish Square, London W1	NGL719581
All that leasehold land known as 2 Cavendish Square, London, and being more particularly described in an underlease dated 21 January 1998 between (1) Midland Bank Plc as Trustee of the Hill Samuel Property Unit Trust and (2) William Baird Plc	To be registered
Arcadia, 13 Hayes Road, Southall	MX327450 and AGL31420
B&Q, Clifton Moor, York	NYK102251
20 Brighton Road, Redhill	SY257669
Mitcham House, 681 Mitcham Road, Croydon	SGL596339
1-9 (odd) Peterwood Park, Peterwood Way, Beddington Farm Road, Croydon	SGL574186
Units 1-6 Charlton Gate Business Park, London SE7	TGL21865 and TGL165210
Elstree Distribution Park, Elstree Way, Borehamwood	HD301884

M395 Continuation

Company number

00014259

Name of company

*insert full name
of Company* HSBC Bank plc of 8 Canada Square, London, E14 4HQ in its capacity as
trustee of Hermes Property Unit Trust (Chargor)

Units 1 & 2 Westgate Estate, Staines Road, Bedfont	MX306013 and NGL193405
3-5 Morrison Street & 118 Lothian Road, Edinburgh	MID71324
101 Barbirolli Square, Manchester	GM681509 (Freehold) GM885561 (Freehold) GM893939 (Leasehold)
12/26 Hartfield Road and 15/29 The Broadway, Wimbledon, London SW19	TGL142867

Schedule 2**Properties****Registered Land**

Property Description	Title Number
The Anchorage, Bridge Street, Reading	BK336734
2 Cavendish Square, London W1	NGL719581
Arcadia, 13 Hayes Road, Southall	MX327450 and AGL31420
B&Q, Clifton Moor, York	NYK102251
20 Brighton Road, Redhill	SY257669
681 Mitcham Road, Croydon	SGL596339
Peterwood Park, Beddington Farm Road, Croydon	SGL574186
Units 1-6 Charlton Gate Business Park, London SE7	TGL21865 and TGL165210
Elstree Distribution Park, Elstree Way Borehamwood	HD301884
Units 1 & 2 Westgate Estate, Staines Road, Bedfont	NGL193405 and MX306013
101 Barbirolli Square, Manchester	GM681509 (Freehold) GM885561 (Freehold) GM893939 (Leasehold)
15/29 The Broadway, Wimbledon, London SW19	TGL142867

Unregistered Land

Company number

00014259

Name of company

*insert full name
of Company

* HSBC Bank plc of 8 Canada Square, London, E14 4HQ in its capacity as trustee of Hermes Property Unit Trust (Chargor)

Property Description	Title Number
All that leasehold land known as 2 Cavendish Square, London, and being more particularly described in an underlease dated 21 January 1998 between (1) Midland Bank Plc as Trustee of the Hill Samuel Property Unit Trust and (2) William Baird Plc	To be registered



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY NO. 14259
CHARGE NO. 38

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY DEED DATED 25 JULY
2008 AND CREATED BY HSBC BANK PLC FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY 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 XII OF THE
COMPANIES ACT 1985 ON THE 4 AUGUST 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 AUGUST 2008

L Cargel



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES