

MR01

Particulars of a charge

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A fee is be payable with this form
Please see 'How to pay' on the last page.

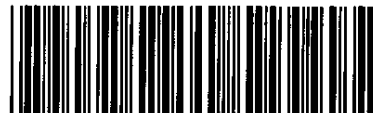
☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR00.

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form. It must be scanned and placed on the public record. **Do not send the original.**



LD3 *L7GSW08I* 18/10/2018 #79
COMPANIES HOUSE

THURSDAY

1 Company details

Company number 04054321

Company name in full Capital Hill Partnership (GP) Limited in its
capacity as GP of Capital Hill Partnership

For official use
4
Filing in this form
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 15/10/2018

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name Wells Fargo Bank, N.A., London Branch (and its
successors in title and permitted transferees)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4	Brief description Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument. Brief description	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space.
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> Yes	
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ① You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge. <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. Signature <input checked="" type="checkbox"/> <i>Lithlates LLP</i> <input checked="" type="checkbox"/> This form must be signed by a person with an interest in the charge.	

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Amelia Harman

Company name Linklaters LLP

Address One Silk Street

Post town

County/Region London

Postcode EC2Y 8HQ

Country UK

DX 10

Telephone 0207 456 2000



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:

- ☒ [X] The company name and number match the information held on the public Register.
- ☒ [X] You have included a certified copy of the instrument with this form.
- ☒ [X] You have entered the date on which the charge was created.
- ☒ [X] You have shown the names of persons entitled to the charge.
- ☒ [X] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☒ [X] You have given a description in Section 4, if appropriate.
- ☒ [X] You have signed the form.
- ☒ [X] You have enclosed the correct fee.
- ☒ [X] Please do not send the original instrument; it must be a certified copy.



Important information

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



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4054321

Charge code: 0405 4321 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th October 2018 and created by CAPITAL HILL PARTNERSHIP (GP) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th October 2018.

L/C

Given at Companies House, Cardiff on 25th October 2018



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

*Certified that, save for material redacted
pursuant to section 859G of the Companies
Act 2006, this copy instrument is a correct
copy of the original instrument.
Linklaters LLP*

EXECUTION COPY

SUPPLEMENTAL SECURITY AGREEMENT

dated 15 October 2018

**THE HERMES PROPERTY UNIT TRUST ACTING BY ITS RETIRING TRUSTEE NATIONAL
WESTMINSTER BANK PLC
as Retiring Chargor**

**THE HERMES PROPERTY UNIT TRUST ACTING BY ITS NEW TRUSTEE, NATWEST TRUSTEE
AND DEPOSITARY SERVICES LIMITED
as New Chargor**

**THE COMPANIES NAMED IN SCHEDULE 1
as the Chargors**

and

**WELLS FARGO BANK, N.A., LONDON BRANCH
acting as Security Agent**

RELATING TO A SECURITY AGREEMENT DATED

17 October 2017

Linklaters

Ref: L-247294

Linklaters LLP

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THE SCHEDULE

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THIS SUPPLEMENTAL DEED is dated 15 October 2018 and is made between:

- (1) HERMES PROPERTY UNIT TRUST, an exempt unauthorised unit trust established in accordance with the Alternative Investment Fund Managers Regulations 2013 (S1 2013/1773) acting by its retiring trustee, NATIONAL WESTMINSTER BANK PLC (the "**Retiring Chargor**");
- (2) HERMES PROPERTY UNIT TRUST, an exempt unauthorised unit trust established in accordance with the Alternative Investment Fund Managers Regulations 2013 (S1 2013/1773) acting by its new trustee, NATWEST TRUSTEE AND DEPOSITARY SERVICES LIMITED (the "**New Chargor**");
- (3) THE COMPANIES AND LIMITED PARTNERSHIP listed in Schedule 1 as original chargors (the "**Chargors**"); and
- (4) WELLS FARGO BANK, N.A., LONDON BRANCH as security agent for the Secured Parties (the "**Security Agent**").

BACKGROUND:

- (A) This Deed is supplemental to a security agreement (the "**Security Agreement**") dated 17 October 2017 between the Retiring Chargor, the Chargors and the Security Agent.
- (B) The parties to the Facility Agreement have entered into (or will be entering into) an amendment and restatement agreement on or about the date of this Deed (the "**Amendment and Restatement Agreement**") providing, among other things, for the rights and obligations of the Retiring Chargor (as borrower) under the Finance Documents (other than the Security Agreement) to be novated to the New Chargor (as new borrower).
- (C) This Deed is a condition precedent to the Amendment and Restatement Agreement becoming effective.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Construction

- (a) Capitalised terms defined in the Security Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clause 1.3 (*Construction*) of the Security Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Security Agreement will be construed as references to this Deed.
- (c) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.2 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.

- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. **NOVATION**

On and from the date of this Deed:

- (a) each of the Parties (other than the Retiring Chargor and the New Chargor) on the one hand and the Retiring Chargor on the other hand shall be released from further obligations towards one another under the Security Agreement and their respective rights against one another under the Security Agreement shall be cancelled (being the "**Discharged Rights and Obligations**");
- (b) each of the Parties (other than the Retiring Chargor and the New Chargor) on the one hand and the New Chargor on the other hand assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as that Party and the New Chargor have assumed and/or acquired the same in place of that Party and the Retiring Chargor; and
- (c) the New Chargor shall become a party to the Security Agreement as a "Chargor".

3. **CREATION OF SECURITY**

3.1 **General**

- (a) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of the New Chargor;
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

3.2 **Security**

The New Chargor charges in favour of the Security Agent, by way of first floating charge, all its undertaking and all its assets, both present and future.

3.3 **Ranking**

- (a) Subject to paragraph (b) below, the floating charge created by the New Chargor under Clause 3.2 (*Security*) ranks in priority to any other Security over the Security Assets of the New Chargor except for Security ranking in priority in accordance with paragraph (g) of schedule 2 (*Rights of Receivers*) to the Security Agreement.
- (b) Natwest Trustee and Depositary Services Limited is acting in its capacity as trustee of the Unit Trust and, as such, the Security Interest created by this Deed shall only apply to the Deposited Property.

4. SUPPLEMENTAL SECURITY

4.1 Incorporation

- (a) *The Security Agreement shall be read together with this Deed.*
- (b) The terms of clause 2.3 (*Conversion by notice*) to clause 20 (*Counterparts*) (inclusive) of the Security Agreement are deemed to be incorporated into this Deed as if set out in full in this Deed (with all necessary modifications, including, without limitation, so that references in the Security Agreement to a "Chargor" or "Chargors" shall include the New Chargor).

4.2 Continuing obligations

The provisions of the Security Agreement (including the obligations of, and the Security granted by, each Chargor (other than the Retiring Chargor)) shall, save as supplemented by this Deed, continue in full force and effect.

5. TRANSACTION EXPENSES

The [Retiring/New] Chargor shall within three Business Days of demand reimburse the Security Agent for the amount of all costs and expenses (including pre-agreed legal fees) reasonably incurred by the Security Agent in connection with the negotiation, preparation, printing and execution of this Deed and any other documents referred to in this Deed.

6. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1
THE CHARGORS

Name of Chargor	Registration number (or equivalent, if any)
Capital Hill Partnership (GP) Limited	04054321
Capital Hill Partnership	LP007135
Nextlinks Limited	03968648
HPUT A Limited	09389098
HPUT B Limited	09389118

SIGNATORIES

The Security Agent

**EXECUTED as a DEED by
WELLS FARGO BANK, N.A., LONDON BRANCH**

By:

A solid black rectangular box used to redact the signature of the authorised signatory.

(Authorised signatory)

Address: 4th Floor
90 Long Acre
London
WC2E 9RA

Attention: Head of Relationship Management

The Retiring Chargor

**EXECUTED as a DEED by HERMES PROPERTY
UNIT TRUST acting by its trustee
NATIONAL WESTMINSTER BANK PLC**

By:

[Redacted Signature]

Address: 1st Floor
280 Bishopsgate
London – EC2M 4RB
Attention: Luke Speakman

In the presence of:

Signature of witness:

[Redacted Signature]

Name of witness

(In BLOCK CAPITALS)

LUKE SPEAKMAN

Address:

.....

..... National Westminster Bank Plc
Telephone & DeMortgage Services
1st Floor, 280 Bishopsgate
London, EC2M 4RB
.....

The New Chargor

**EXECUTED as a DEED by
NATWEST TRUSTEE AND DEPOSITARY SERVICES LIMITED**

By:

DEPOSITARY *SL*

[Redacted Signature]

Address: 1st Floor
250 Bishopsgate
London – EC2M 4AA

Attention: Luke Speakman

In the presence of:

Signature of witness:

[Redacted Signature]

Name of witness

(In BLOCK CAPITALS)

LUKE SPEAKMAN

Address:

.....

NatWest Transfer Broker Ltd
Trustee & Depositary Services Ltd
1st Floor, 280 Bishopsgate
London, EC2M 4RB

.....

The Chargors

**EXECUTED as a DEED by
CAPITAL HILL PARTNERSHIP (GP) LIMITED**

By:

[Redacted signature]

Address: Sixth Floor
150 Cheapside
London
EC2V 6ET
Attention: Kirsty Wilman

In the presence of:

Signature of witness:

[Redacted signature]

**Name of witness
(In BLOCK CAPITALS)**

MAGDALENA BADZIOCH

Address:

.....
150 Cheapside
London.....
EC2V 6ET
.....

EXECUTED as a DEED by
CAPITAL HILL PARTNERSHIP

acting by its General Partner
CAPITAL HILL PARTNERSHIP (GP) LIMITED

By:

[REDACTED]

Address: Sixth Floor
150 Cheapside
London
EC2V 6ET
Attention: Kirsty Wilman

In the presence of:

Signature of witness:

[REDACTED]

Name of witness

(In BLOCK CAPITALS)

MAGDALENA RADLOCH

Address:

.....
150 Cheapside
.....London.....
EC2V 6ET
.....

EXECUTED as a DEED by

NEXTLINKS LIMITED

By:

[Redacted signature]

Address: 250 Bishopsgate
London
EC2M 4AA

Attention: Luke Spearman

In the presence of:

Signature of witness:

[Redacted signature]

Name of witness

(In BLOCK CAPITALS)

LUKE SPEARMAN

Address:

National Westminster Bank
Trustee & Depository Company
1st Floor, 280 Bishopsgate
London, EC2M 4KB

EXECUTED as a DEED by

HPUT A LIMITED

By:

[Redacted signature]

Address: 250 Bishopsgate
London
EC2M 4AA

Attention: Luke Spearman

In the presence of:

Signature of witness:

[Redacted signature]

Name of witness

(In BLOCK CAPITALS)

LUKE SPEARMAN

Address:

.....

National Westminster Bank Plc
Trustee & Depositary Services
1st Floor 280 Bishopsgate
London EC2M 4RB

.....

EXECUTED as a **DEED** by

HPUT B LIMITED

By:

[Redacted Signature]

Address: 250 Bishopsgate
London
EC2M 4AA

Attention: Luke Spearman

In the presence of:

Signature of witness:

[Redacted Signature]

Name of witness

(In BLOCK CAPITALS)

LUKE SPEARMAN

Address:

.....

..... National Westminster Bank Plc
Trustee & Depositary Services
1st Floor 200 Bishopsgate
..... London, EC2M 4RB