

MR01  
Particulars of a charge



Companies House

137794/23



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A fee is payable with this form  
Please see 'How to pay' on

☒ **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 the  
instrument Use form MR01

MONDAY



LD2 \*L61ML4M0\* #76  
06/03/2017  
COMPANIES HOUSE

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  
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. This will be  
scanned and placed on the public record. Do not send the original.

**1 Company details**

Company number 0 4 2 4 3 1 3 6

Company name in full BBC PROPERTY DEVELOPMENT LIMITED

For official use

→ Filling 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 0 2 0 3 2 0 1 7

**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 MOUNT STREET MORTGAGE SERVICING LIMITED

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

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### 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.

☒ Yes

☐ No

6

### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ 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.

☒ Yes

☐ No

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### Trustee statement <sup>①</sup>

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.

☐

<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06)

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### Signature

Please sign the form here.

Signature

Signature

X LINKLATER LLP X

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	Bernard Ng
Company name	Linklaters LLP
Address	One Silk Street
	<i>Please return via CH London Courier</i>
Post town	London
County/Region	London
Postcode	E C 2 Y 8 H Q
Country	UK
DX	10 London/City
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:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ 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](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.gov.uk/companieshouse)



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4243136

Charge code: 0424 3136 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd March 2017 and created by BBC PROPERTY DEVELOPMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th March 2017.

LL

Given at Companies House, Cardiff on 10th March 2017



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**EXECUTION VERSION**

**SUPPLEMENTAL SHARE CHARGE**


Dated 2 March 2017

created by

**BBC PROPERTY DEVELOPMENT LIMITED**  
as the Chargor

in favour of

**MOUNT STREET MORTGAGE SERVICING LIMITED**  
acting as Security Trustee

**Certified to be a true  
copy of the original**  
  
**LINKLATERS LLP**  
Date 06/03/2017

**Linklaters**

Ref: L-245986

Linklaters LLP

## EXECUTION VERSION

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## EXECUTION VERSION

THIS DEED is dated 2 March 2017 and made between:

- (1) BBC PROPERTY DEVELOPMENT LIMITED a company incorporated under the laws of England and Wales with registered number 4243136 having its registered office at BC2 A5 Broadcast Centre, Media Village 201 Wood Lane, London W12 7TP as chargor (the "**Chargor**"); and
- (2) MOUNT STREET MORTGAGE SERVICING LIMITED a limited liability company incorporated under the laws of England and Wales with registered number 03411668 having its registered office at 26 Red Lion Square, London, WC1R 4AG, as agent and trustees for the Secured Parties (the "**Security Trustee**").

### Background

- (A) This Deed is supplemental to the Share Charge (as defined below) and is entered into in connection with the transfer by Land Securities (BH) Limited of the C shares in the Borrower to BBC Property Development Limited under the Share Purchase Agreement entered into further to the terms of the Borrower Shareholders' Agreement.
- (B) The Security Trustee and the Charger intend this document to take effect as a deed (even though the Security Trustee only executes it under hand).

IT IS AGREED as follows:

## 1 DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Deed:

**"Amended and Restated Credit Agreement"** means the credit agreement dated 1 July 2003 as amended and restated on or around the dated of this Deed in respect of the loan facility of up to £800,000,000 between MSDWPFI, the Security Trustee and the Borrower.

**"Borrower"** means Daunus Limited, a limited liability company incorporated under the laws of England and Wales with registered number 4785746.

**"LS Shares"** means the 'C' shares in the Borrower owned by the Chargor and as described in Schedule 1 (*Shares*).

**"Related Rights"** means any dividend or interest paid or payable in relation to any LS Share and any rights, money, or property accruing or offered at any time in relation to the any LS Share by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

**"Secured Liabilities"** means all present and future obligations and liabilities whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever of the Borrower to all or any of the Secured Parties under the Amended and Restated Credit Agreement and each other Finance Document (except for any obligation, which, if it were so included, would result in this Deed contravening sections 678 and 679 of the Companies Act 2006).

**"Share Charge"** means the share charge relating to shares in the Borrower dated 17 July 2003 between, amongst others, the Shareholders and the Security Trustee.

**"Share Purchase Agreement"** means the share purchase agreement entered into between Land Securities (BH) Limited as seller and the Chargor as purchaser on or around the date of this Deed.

**"Shareholders' Agreement"** means the shareholders' agreement dated 11 July 2003 entered into between, amongst others, the Chargor, Morgan Stanley Delta LLC. and Intertrust Management Limited as shareholders and the Borrower as the company, as amended and restated on 2 March 2017.

**1.2 Incorporation of defined terms**

Unless a contrary indication appears, terms defined in the Share Charge have the same meaning in this Deed.

**1.3 Construction**

Clauses 1.2 (*Construction*) of the Share Charge apply to this Deed, except that references to the Share Charge shall be construed as references to this Deed and reference to the "Credit Agreement (on the form as of the Date of this Deed)" shall be construed as references to the Amended and Restated Credit Agreement.

**1.4 Share Charge**

It is agreed that this Deed is supplemental to the Share Charge and, except insofar as supplemented by this Deed, the Share Charge shall remain in full force and effect.

**1.5 Finance Document**

This Deed is a Finance Document.

**2. SUPPLEMENTAL SECURITY**

The Chargor, as security for the payment of all the Secured Liabilities, charges in favour of the Security Trustee by way of a first fixed charge all LS Shares held by it and/or any nominee on its behalf and all Related Rights.

**3. SEPARATE AND INDEPENDENT OBLIGATIONS**

The Security Interests created by the Chargor by or in connection with any Finance Document is separate from and independent of the Security Interests created or intended to be created by any other Shareholder or other provider of Security Interests by or in connection with any Finance Document.

**4. MISCELLANEOUS**

- (a) The parties to this Deed hereby agree, subject to Clause 1.4 and paragraph (b) below, that all of the obligations, undertakings, representations, warranties, covenants, rights and powers specified and contained in the Share Charge shall be deemed to be repeated herein *mutatis mutandis* and shall apply *mutatis mutandis* (and as if references therein to "Shares" and any derivative terms include the LS Shares) to the LS Shares referred to in Clause 2 (*Supplemental Security*) hereof and the security and other rights and powers created under and pursuant to this Deed. The parties to this Deed further agree that all of the remaining terms of the Share Charge shall, except insofar as they are inconsistent with the terms of this Deed, apply *mutatis mutandis* to this Deed.



- (b) For the avoidance of doubt, any charge or assignment (whether at law or in equity) created by the Share Charge shall continue in full force and effect notwithstanding this Deed and shall not merge in any security constituted by this Deed or be released, extinguished or affected in any way by the security constituted by this Deed.

**5 COUNTERPARTS**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of 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 delivered on the date stated at the beginning of this Deed.**

## **SCHEDULE 1**

### **SHARES**

<b>No.</b>	<b>Shareholders</b>	<b>Types of Shares</b>	<b>Number of Shares</b>
1	BBC Property Development Limited	'C' Ordinary Shares of £1 each	10

**CHARGOR**

Executed as a deed by **BBC PROPERTY  
DEVELOPMENT LIMITED** acting by.

.....  
Director

.....  
Secretary

**SECURITY TRUSTEE**

Signed by:

A handwritten signature in black ink, appearing to be 'V. O. O.', written over a horizontal line.

a duly authorised signatory for and on behalf of

**MOUNT STREET MORTGAGE SERVICING LIMITED**

acting as servicer for the Security Trustee