

MG01

Particulars of a mortgage or charge



080147-13

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
particulars of a charge for a
company To do this, please
form MG01s

TUESDAY



A25 *A5AAOPQ2* 438
07/12/2010
COMPANIES HOUSE

1	Company details	For official use
Company number	0 5 1 6 6 1 7 3	→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Big Yellow Self Storage Company Limited (the " Chargor ")	
2	Date of creation of charge	
Date of creation	2 9 1 1 2 0 1 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	Legal Charge made between the Chargor (1) and the Agent (2) (the " Legal Charge ")	
4	Amount secured	
Please give us details of the amount secured by the mortgage or charge		Continuation page Please use a continuation page if you need to enter more details
Amount secured	All liabilities of the Chargor or the Borrower owed or expressed to be owed to the Finance Parties under or in connection with the Finance Documents whether owed jointly or severally, as principal or surety or in any other capacity (the " Secured Liabilities ")	

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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

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

Name	HSH Nordbank AG, London Branch						
Address	Moorgate Hall, 155 Moorgate, London in its capacity as security trustee for the Finance Parties						
Postcode	E	C	2	M	6	U	J
Name							
Address							
Postcode							

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

- 1 **Fixed Security**
- As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee
- (a) charged to the Agent as security trustee for the Finance Parties by way of legal mortgage its rights and interests in and to the Property,
- (b) charged to the Agent as security trustee for the Finance Parties by way of fixed charge its rights and interest in and to
- (i) its present and future goodwill in respect of any business carried on by the Chargor at the Property,
- (ii) all present and future Plant and Equipment at the Property not regularly disposed of in the ordinary course of business, and
- (iii) any present or future insurances in respect of any Charged Property and the proceeds of such insurances, and
- (c) assigned to the Agent as security trustee for the Finance Parties by way of fixed security its rights and interests in and to any present or future licences under which the Chargor is entitled to occupy the Property
- 2 **Negative Undertakings**
- The Chargor shall not except with the prior written consent of the Agent or save as permitted under the Agreement
- (a) sell, transfer, lease or otherwise dispose or purport or agree to dispose of any of its assets which are expressed to be mortgaged by way of legal or equitable mortgage, assigned by way of security or charged by way of fixed security or charged to the Agent as security trustee for the Finance Parties under clause 3 (*Fixed Security*) of the Legal Charge.
- (b) create or permit to subsist any Encumbrance over any of the Charged Property other than a Permitted Encumbrance,

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Please give the short particulars of the property mortgaged or charged

Short particulars

- (c) fix any Plant and Equipment to any Real Property the freehold of which is not owned both legally and beneficially by the Chargor where to do so would be likely to have a Material Adverse Effect, or
- (d) redeem or purchase its own shares or provide financial assistance for such purposes or pay an abnormal sum by way of dividend

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Definitions

"Accession Letter" means a document substantially in the form set out in part 1 of schedule 9 (Form of Accession letter) of the Agreement

"Additional Guarantor" means any wholly owned subsidiary of the Borrower which accedes to the provisions of this agreement as a Guarantor pursuant to an Accession Letter in accordance with clause 23 2(a) of the Agreement

"Agreement" means a loan agreement originally dated 28 August 2008 (as varied, amended and restated from time to time) made between the Borrower (1), the Subsidiaries named therein, which includes the Chargor, as Guarantors (2), the banks and lending institutions named therein (3), HSH Nordbank AG, London Branch as Arranger (4), HSH Nordbank AG, London Branch as Underwriter (5), HSH Nordbank AG, London Branch as Agent (6), and Lloyds TSB Bank plc as Joint Arranger (7),

"Arranger" means HSH Nordbank AG, London Branch of Moorgate Hall, 155 Moorgate, London EC2M 6UJ,

"Borrower" means Big Yellow Group PLC (company number 03625199) whose registered office is at 2 The Deans, Bridge Road, Bagshot, Surrey GU19 5AT appointed to act on behalf of each Obligor in relation to the Finance Documents pursuant to clause 16 11 (Principal Borrower) of the Agreement,

"Charged Property" means the assets mortgaged, charged or assigned by the Chargor under the Legal Charge,

"Enforcement Event" means the occurrence of an Event of Default which is continuing,

"Event of Default" means any event or circumstance referred to in clause 21 (Events of Default) of the Agreement,

"Facility" means the term loan facility made available by the Banks subject to the terms of the Agreement,

"Finance Party" means each of the Agent, the Banks, the Hedge Counterparty, the Arranger and the Underwriter,

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 SI 2003/3226,

"Guarantor" means each Original Guarantor and each Additional Guarantor (and together the "Guarantors"),

"Hedge Counterparty" means HSH Nordbank AG, London Branch or any other bank or financial institution approved by the Agent who enters into a Hedging Agreement with an Obligor in relation to the Facility

"Hedging Agreement" means any ISDA master agreement and schedule entered into by the Borrower with the Hedge Counterparty or novated to the Hedge Counterparty together with any interest rate swap, drop lock, cap, collar or floor agreement or other contract to which an Obligor is a party for the purpose of protection against or benefit from fluctuation in any rate or price,

"Insolvency Act" means the Insolvency Act 1986,

"LPA" means the Law of Property Act 1925,

"Obligor" means each of the Borrower and each Guarantor and together the "Obligors",

"Original Guarantor" means

Name of Original Guarantor	Registration Number	Address and fax details for notices
BYSSCo Limited	02286547	2 The Deans Bridge Road Bagshot Surrey GU19 5AT Fax 01276 470 191
Big Yellow Self Storage Company 3 Limited	04692356	2 The Deans Bridge Road Bagshot Surrey GU19 5AT Fax 01276 470 191
Big Yellow Self Storage Company 4 Limited	03751659	2 The Deans Bridge Road Bagshot Surrey GU19 5AT Fax 01276 470 191
Big Yellow Self Storage Company 5 Limited	05049463	2 The Deans Bridge Road Bagshot Surrey GU19 5AT Fax 01276 470 191

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Big Yellow Self Storage Company 6 Limited	05049465	2 The Deans Bridge Road Bagshot Surrey GU19 5AT Fax 01276 470 191
Big Yellow Self Storage Company 7 Limited	05049467	2 The Deans Bridge Road Bagshot Surrey GU19 5AT Fax 01276 470 191
Big Yellow Group PLC	03625199	2 The Deans Bridge Road Bagshot Surrey GU19 5AT Fax 01276 470 191
Big Yellow Self Storage Company Limited	05166173	2 The Deans Bridge Road Bagshot Surrey GU19 5AT Fax 01276 470 191
Big Yellow Self Storage Company 1 Limited	04401505	2 The Deans Bridge Road Bagshot Surrey GU19 5AT Fax 01276 470 191
Big Yellow Self Storage Company 8 Limited	05605025	2 The Deans Bridge Road Bagshot Surrey GU19 5AT Fax 01276 470 191
BYRCo Limited	05622587	2 The Deans Bridge Road Bagshot Surrey GU19 5AT Fax 01276 470 191
Big Yellow Self Storage Company 2 Limited	04820169	2 The Deans Bridge Road Bagshot Surrey GU19 5AT Fax 01276 470 191
The Big Yellow Construction Company Limited	03870689	2 The Deans Bridge Road Bagshot Surrey GU19 5AT Fax 01276 470 191
The Big Yellow Holding Company Limited	03932245	2 The Deans Bridge Road Bagshot Surrey GU19 5AT Fax 01276 470 191
Speed 8546 Limited	04112070	2 The Deans Bridge Road Bagshot Surrey GU19 5AT Fax 01276 470 191
Silicon Investments Limited	04220069	2 The Deans Bridge Road Bagshot Surrey GU19 5AT Fax 01276 470 191

"Plant and Equipment" means any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property owned by the Chargor which are not Real Property,

"Property" means all that leasehold land being part of Unit 1 (formerly A) Taurus, Peterley Road, Oxford comprising all the land registered at the Land Registry under title number ON294325 as demised by a reversionary lease dated 13 October 2010 made between British Overseas Bank Nominees Limited and WGTC Nominees Limited (as landlord) (1), the Chargor (as tenant) (2), and Big Yellow Group PLC (3) for a term of 10 years commencing on and from 26 October 2024,

"Real Property" means all freehold or leasehold property forming part of the Charged Property, and

"Underwriter" means HSH Nordbank AG, London Branch of Moorgate Hall, 155 Moorgate, London EC2M 6UJ or any successor appointed under the terms of the Agreement

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Particulars as to commission, allowance or discount (if any)

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

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

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Delivery of instrument

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)

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)

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Signature

Please sign the form here

Signature

Signature

X Taylor Wessis LLP X

This form must be signed by a person with an interest in the registration of the charge

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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 UCAKG/UCYK

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode

Country

DX 41 - London

Telephone



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 enquires@companieshouse.gov.uk

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



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 5166173
CHARGE NO. 25

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 29
NOVEMBER 2010 AND CREATED BY .BIG YELLOW SELF
STORAGE COMPANY LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY OR THE
BORROWER TO THE FINANCE PARTIES 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 7 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 DECEMBER
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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