

MG01

Particulars of a mortgage or charge



08314E / D

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

FRIDAY



A11VMJ3D
A43 03/02/2012 #374
COMPANIES HOUSE

1 Company details 28 For official use

Company number 0 5 1 6 6 1 7 3
Company name in full .Big Yellow Self Storage Company Limited
(the "Chargor")

→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d3 d0 m0 m1 y2 y0 y1 y2

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

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**")

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

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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 | Lloyds TSB Bank Plc | | | | | | |
| Address | 10 Gresham Street, London, in its capacity as security trustee for the Finance Parties (the "Agent") | | | | | | |
| Postcode | E | C | 2 | V | | 7 | A E |
| 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 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 1 (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,

(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

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Definitions

"Agreement" means a loan agreement originally dated 28 August 2008 (as the same has been varied, supplemented, amended and restated from time to time) made between Big Yellow Group plc as borrower (1), the Subsidiaries named therein (including 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) and as the same may be further amended, varied, supplemented or restated from time to time

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

"Encumbrance" has the same meaning as assigned to it in the Agreement

"Event of Default" has the same meaning as assigned to it in the Agreement

"Finance Parties" has the same meaning as assigned to it in the Agreement

"Material Adverse Effect" has the same meaning as assigned to it in the Agreement

"Permitted Encumbrance" has the same meaning as assigned to it in the Agreement

"Plant & 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 and property known as Building 62 (Postal 111), Whitby Road Trading Estate, Slough, Berkshire and demised by a lease dated 30 January 2012 made between (1) Slough Trading Estate Limited (2) Big Yellow Self Storage Company Limited and (3) BYSSCo Limited for a term of 10 years commencing on and from 19th November 2024 the freehold title to which is registered at the Land Registry (together with other land and property) under title number BK409921

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

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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 870)

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 866) 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 Wessing Ltd X

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

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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 RYW/GAM

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode

| | | | | | | | |
|---|---|---|---|--|---|---|---|
| E | C | 4 | A | | 3 | T | W |
|---|---|---|---|--|---|---|---|

Country

DX 41 London London - Chancery Lane

Telephone +44 (0)207 300 7000

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



**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. 28**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 30
JANUARY 2012 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 3 FEBRUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 FEBRUARY
2012

Df



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES