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COMPANIES FORM No. 395

Particulars of a mortgage or charge

22/7/08

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

210

05166173

Name of company

* Big Yellow Self Storage Company Limited (the "Company")

Date of creation of the charge

18 April 2008

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

A legal charge given by the Company (the "Legal Charge")

Amount secured by the mortgage or charge

All moneys and all obligations and liabilities now or hereafter due, owing or incurred by the Company under or pursuant to the following documents together, and each as it may from time to time be amended, varied, novated, supplemented or replaced, the ("**Finance Documents**") namely

(i) the facility agreement dated 4 May 2004 and made between Big Yellow Group plc as principal borrower (the "**Principal Borrower**") (1) the subsidiaries of the Principal Borrower (including the Company) listed in Part I of Schedule 1 to such facility agreement as guarantors (2) The Royal Bank of Scotland plc as mandated lead arrangers (3) the Security Agent (as defined below) as agent (the "**Agent**") and security agent (4) and the financial institutions listed in Part II of Schedule 1 of such facility agreement as lenders (5) as amended and restated by supplemental agreements dated 30 September 2004 and 4 April 2005 as amended by a letter dated 5 January 2006 as amended and restated on 31 March 2006 as further amended by a letter dated 11 January 2007 as further amended by a supplemental agreement on 18 July 2007 and as further amended and restated by a supplemental agreement dated 23 November 2007 (the "**Facility Agreement**"),

See continuation sheet 1 page 2.

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

The Royal Bank of Scotland plc of Bishopsgate, London as security agent (the "**Security Agent**") on behalf of itself and the banks and financial institutions from time to time parties to the Finance Documents

Postcode EC2M 3UR

Presenter's name address and reference (if any)
Norton Rose LLP
3 More London Riverside
London
SE1 2AQ

CDIX/AA73256 BD#7608355

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

MONDAY



LD6 21/04/2008 39
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 The Legal Charge creates a legal mortgage of all legal interests and otherwise by way of fixed charge over the freehold property (to the full extent of the Company's interest in such property or its proceeds of sale) being the land to the north west side of Princess Elizabeth Way, Cheltenham registered at the Land Registry under title number GR184976 (the "Property")

2 The Legal Charge creates fixed charges over the following assets of the Company (the "Charged Assets")

(a) all the fixtures and fittings of the Company from time to time attached to the Property,

(b) all the plant and machinery vehicles and computer equipment of the Company present and future at the Property not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts,

(c) all furniture furnishings equipment tools and other chattels of the Company now and in the future at the Property and not regularly disposed of in the ordinary course of business, and

See continuation sheet 1 page 4

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

Signed

Norton Rose LLP

Date 21 April 2008

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

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

Notes

† delete as appropriate

- 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**

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**Particulars of a mortgage or charge
(continued)**

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

05166173

Name of Company

Big Yellow Self Storage Company Limited (the "Company")

~~XXXXX~~

* delete if
inappropriate

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

[Empty box for description of the instrument]

- (ii) a debenture dated 2 June 2004 between BYSSCo Limited and the Security Agent,
- (iii) a debenture dated 2 June 2004 between Big Yellow Self Storage Company 3 Limited and the Security Agent,
- (iv) a debenture dated 2 June 2004 between Big Yellow Self Storage Company 4 Limited and the Security Agent,
- (v) a debenture dated 2 June 2004 between Big Yellow Self Storage Company 5 Limited and the Security Agent,
- (vi) a debenture dated 2 June 2004 between Big Yellow Self Storage Company 6 Limited and the Security Agent,
- (vii) a debenture dated 2 June 2004 between Big Yellow Self Storage Company 7 Limited and the Security Agent,
- (viii) a legal mortgage dated 26 August 2004 between BYSSCo Limited and the Security Agent,
- (ix) a debenture dated 30 September 2004 between the Company and the Security Agent,
- (x) a legal charge dated 17 February 2005 between the Company and the Security Agent,
- (xi) a legal charge dated 9 May 2005 between the Company and the Security Agent,
- (xii) a legal charge dated 25 June 2005 between the Company and the Security Agent,
- (xiii) a legal charge dated 30 June 2005 between the Company and the Security Agent,
- (xiv) a legal charge dated 1 July 2005 between the Company and the Security Agent,
- (xv) a legal charge dated 18 August 2005 between the Company and the Security Agent,
- (xvi) a legal charge dated 14 September 2005 between the Company and the Security Agent,
- (xvii) a legal charge dated 25 October 2005 between the Company and the Security Agent,
- (xviii) a legal charge dated 20 December 2005 between the Big Yellow Self Storage Company 3 Limited and the Security Agent,
- (xix) a debenture dated 5 January 2006 between Big Yellow Self Storage Company 1 Limited and the Security Agent,
- (xx) a debenture dated 31 March 2006 between Big Yellow Self Storage Company 8 Limited and the Security Agent,
- (xxi) a debenture dated 31 March 2006 between BYRCo Limited and the Security Agent,
- (xxii) a legal charge dated 12 January 2007 between the Company and the Security Agent,
- (xxiii) a legal charge dated 12 January 2007 between BYSSCo Limited and the Security Agent,

See continuation sheet 2 page 2.

Please do not
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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(d) the present and future goodwill of any business carried on at the Property by or on behalf of the Company (the "**Goodwill**"), all rents receivable from any lease granted out of the Property and the proceeds of any insurance from time to time affecting the Property or the Charged Assets

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

3 The Legal Charge contains a covenant by the Company that, save as permitted under the Facility Agreement, it will not without the previous written consent of the Security Agent

(a) create or permit to arise any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or other agreement or arrangement having similar effect on the Property, the Charged Assets or the Goodwill,

(b) grant or accept a surrender of any lease or licence of the Property, the Charged Assets or the Goodwill (other than the grant or termination of a storage licence in the ordinary course of trading), or

(c) dispose of or part with or share possession or occupation of the Property, any Charged Assets or the Goodwill (other than pursuant to a storage licence granted in the ordinary course of trading)

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Particulars of a mortgage or charge (continued)

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binding margin

Continuation sheet No 2
to Form No 395 and 410 (Scot)

*Please complete
legibly, preferably
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bold block lettering*

Company Number

05166173

Name of Company

Big Yellow Self Storage Company Limited (the "Company")

~~XXXXXX~~

* delete if
inappropriate

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

- (xxiv) a legal charge dated 3 September 2007 between the Company and the Security Agent,
- (xxv) a legal charge dated 22 November 2007 between the Company and the Security Agent,
- (xxvi) a legal charge dated 22 November 2007 between BYSSCo Limited and the Security Agent,
- (xxvii) a legal charge dated 22 November 2007 between BYSSCo Limited and the Security Agent,
- (xxviii) a legal charge dated 22 November 2007 between the Company and the Security Agent,
- (xxix) a debenture dated 5 December 2007 entered into between the Security Agent and each of the following subsidiary companies of the Principal Borrower,
- (a) the Company,
- (b) Big Yellow Self Storage Company 1 Limited,
- (c) Big Yellow Self Storage Company 3 Limited,
- (d) Big Yellow Self Storage Company 4 Limited,
- (e) Big Yellow Self Storage Company 5 Limited,
- (f) Big Yellow Self Storage Company 6 Limited,
- (g) Big Yellow Self Storage Company 7 Limited,
- (h) Big Yellow Self Storage Company 8 Limited,
- (i) BYRCo Limited, and
- (j) BYSSCo Limited,
- (xxx) the Legal Charge, and
- (xxxi) such other documents which are from time to time entered into by the Principal Borrower or any of its subsidiaries (the "**Group**") in favour of the Security Agent as security for all moneys and liabilities due, owing or incurred by any member of the Group under the Finance Documents,
- the documents in (ii) to (xxxi) inclusive above being the "**Security Documents**",
- (xxxii) the fee letter dated 26 May 2004 between the Security Agent and the Principal Borrower,
- (xxxiii) the fee letter dated 30 September 2004 between the Security Agent and the Principal Borrower,
- (xxxiv) the fee letter dated 4 April 2005 between the Security Agent and the Principal Borrower,
- (xxxv) the fee letter dated 31 March 2006 between the Agent and the Principal Borrower,
- (xxxvi) the fee letter dated 18 July 2007 between the Agent and the Principal Borrower,
- (xxxvii) the fee letter dated 23 November 2007 between the Agent and the Principal Borrower,
- (xxxviii) any accession letter substantially in the form set out in Schedule 6 to the Facility Agreement,

See continuation sheet 3 page 2.

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binding margin

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

*Please complete
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in black type, or
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**Particulars of a mortgage or charge
(continued)**

CHFP025

Please do not
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Continuation sheet No 3
to Form No 395 and 410 (Scot)

*Please complete
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Company Number

05166173

Name of Company

Big Yellow Self Storage Company Limited (the "Company")

~~XXXXXX~~

* delete if
inappropriate

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

[Empty box for description of the instrument]

(xxxix) any resignation letter substantially in the form set out in Schedule 7 to the Facility Agreement,

(xl) each interest rate swap or other hedging arrangement entered into pursuant to the Facility Agreement,

(xli) any other document designated as a Finance Document by the Agent and the Principal Borrower, and

(xlii) the supplemental agreements dated 30 September 2004, 4 April 2005, 31 March 2006, 18 July 2007 and 23 November 2007 between, amongst others, the Principal Borrower and the Security Agent as Agent and Security Agent,

together with

(a) any interest at the rate(s) charged to the Company under the Finance Documents from time to time ("**Interest**"), and

(b) all expenses (on a full indemnity basis) incurred by the Security Agent or any one or more receivers and/or managers or administrative receivers appointed by the Security Agent pursuant to the Security Documents at any time in connection with the Property, the Charged Assets, the Goodwill or the Company's obligations secured by the Legal Charge or in taking or perfecting the Legal Charge or in preserving, defending or enforcing the security created by the Legal Charge or in exercising any power under the Legal Charge or otherwise with Interest from the date such expenses are incurred

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

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

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[Empty rectangular box for providing short particulars of all the property mortgaged or charged.]



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

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

COMPANY NO. 5166173
CHARGE NO. 20

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 18 APRIL
2008 AND CREATED BY BIG YELLOW SELF STORAGE
COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF
SCOTLAND PLC AS SECURITY AGENT 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 21
APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 APRIL 2008

