

MG01

284186/E169

Particulars of a mortgage or charge



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
use form MG01s

THURSDAY



A34 11/10/2012 #146
COMPANIES HOUSE
for official use

1 Company details

Company number 0 5 1 6 6 1 7 3

Company name in full Big Yellow Self Storage Company Limited
(the "Company")

29
→ **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 0 5 1 0 2 0 1 2

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 Debenture (the "Debenture")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured As specified in the continuation page to this form

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 (as Security Trustee)

Address 10 Gresham Street

London

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

As specified in the continuation page to this form

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7 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

8 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)

9 Signature

Please sign the form here

Signature

Signature

X *Eversheds 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 **Susannah Gate**

Company name **Eversheds LLP**

Address **One Wood Street**

Post town **London**

County/Region

Postcode

E	C	2	V		7	W	S
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Country

DX **DX 154280 Cheapside 8**

Telephone **0845 497 9797**

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

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

The amount secured by the Debenture is all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor and each grantor of Security to the Secured Parties (or any of them) under each or any of the Finance Documents together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities (the "**Secured Obligations**").

All capitalised terms used in this form and not otherwise defined are defined in the Appendix to this form.

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

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1 **SECURITY**

1.1 **Fixed charges**

Each Chargor (including the Company), as a continuing security for the payment, discharge and performance of the Secured Obligations, charges in favour of the Security Trustee the following assets:

- 1.1.1 **First legal mortgage on specified Property** - by way of first legal mortgage, all its Property (if any) identified in Schedule 4 (*Details of Property*) of the Debenture (as set out in Schedule 3 to this form);
- 1.1.2 **First fixed charges in respect of other Property** - by way of first fixed charge, (a) any other rights, title or interest of such Chargor in Property (if any) identified in Schedule 4 (*Details of Property*) of the Debenture (as set out in Schedule 3 to this form), wherever situated, and (b) all Associated Rights in relation to its Property (if any) identified in Schedule 4 (*Details of Property*) of the Debenture;
- 1.1.3 **First fixed charges in respect of other chattels** - by way of first fixed charge, (a) all plant, machinery, vehicles and computer equipment now or in the future owned by it (but not including any such asset which is subject to a valid legal mortgage or valid fixed charge under Clauses 3.1.1 or 3.1.2 of the Debenture (as set out in paragraphs 1.1.1 or 1.1.2 above) nor any chattel for the time being forming part of such Chargor's stock-in-trade or work in progress), (b) its rights, title or interest in any chattel now or in the future in its possession which is not owned by it, but which had it been so owned would have been validly charged by paragraph (a) of Clause 3.1.3 of the Debenture (as set out in this paragraph 1.1.3) and (c) the benefit of all Associated Rights relating to any chattel validly charged by Clause 3.1.3 of the Debenture (as set out in this paragraph 1.1.3),
- 1.1.4 **First fixed charge on specified Shares** - by way of first fixed charge, (a) the Shares (if any) listed in respect of such Chargor in Schedule 5 (*Shares*) of the Debenture (as set out in Schedule 4 to this form) and (b) the Distribution Rights (if any) from time to time accruing to or on such Shares;
- 1.1.5 **First fixed charge on Investments** - by way of first fixed charge, (a) all Investments (but not including Shares which are subject to a valid fixed charge under Clause 3.1.4 of the Debenture (as set out in paragraph 1.1.4 above) and (b) all

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Distribution Rights from time to time accruing to or on such Investments,

1.1.6 **First fixed charges in respect of Insurances** - to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to Clause 3.2.3 of the Debenture (as set out in paragraph 1.2.3 below) but are capable of being effectively charged, by way of first fixed charge, the Insurances owned by or written in favour of such Chargor and all Insurance Proceeds either now or in the future held by or payable to such Chargor or in which such Chargor otherwise has an interest (to the extent of such interest),

1.1.7 **First fixed charges in respect of book debts** - by way of first fixed charge, (a) all present and future book and other debts, revenues and monetary claims of or owing to such Chargor and (b) all rights and claims of whatever nature of such Chargor now, or which may at any time be, held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims;

1.1.8 **First fixed charge on Specified Bank Balances** - by way of first fixed charge, all of the Specified Bank Balances in respect of such Chargor;

1.1.9 **First fixed charge on other Bank Balances** - by way of first fixed charge, all of its Bank Balances (but not including any Specified Bank Balances which are subject to a valid fixed charge under Clause 3.1.8 of the Debenture (as set out in paragraph 1.1.8 above));

1.1.10 **First fixed charge on Intellectual Property** - by way of first fixed charge, all Intellectual Property (if any) owned by such Chargor or in which such Chargor has an interest (to the extent of such interest);

1.1.11 **First fixed charge on contracts** - to the extent that they are not effectively assigned under Clause 3.2.2 of the Debenture (as set out in paragraph 1.2.2 below), by way of first fixed charge all of its rights under each Charged Contract and any Lease relating to a Property to which such Chargor is a party;

1.1.12 **First fixed charge on goodwill and uncalled capital** - by way of first fixed charge, all the goodwill and uncalled capital of such Chargor; and

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1.1.13 **First fixed charge on other Associated Rights** - by way of first fixed charge, the benefit of all Associated Rights relating to any of the assets of such Chargor, in each case to the extent that such Associated Rights are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to the Debenture.

1.2 **Assignments by way of security**

As further continuing security for the payment of the Secured Obligations, each Chargor (including the Company) assigns absolutely to the Security Trustee all (if any) its rights, title and interest in and to the following assets:

1.2.1 **Authorisations** - all Authorisations held or utilised by such Chargor in connection with its business or the use of any of its assets and the benefit of any Derivative Payment in respect of such Authorisations;

1.2.2 **Charged Contracts** - the Charged Contracts and the benefit of any Derivative Payment in respect of the Charged Contracts;

1.2.3 **Insurances and Insurance Proceeds** - the Insurances and the benefit of all Insurance Proceeds of such Chargor; and

1.2.4 **Associated Rights** - any Associated Rights which are not the subject of a valid fixed charge pursuant to Clause 3.1 of the Debenture (as set out in paragraph 1.1 above) (*Fixed charges*) or valid assignment pursuant to Clauses 3.2.1 to 3.2.3 of the Debenture (as set out in paragraphs 1.2.1 to 1.2.3 above) and which relate to any of the assets of such Chargor, whether or not such assets are subject to a valid legal mortgage, fixed charge or assignment pursuant to the Debenture

1.3 **Exercise of rights under Charged Contracts**

1.3.1 Whilst no Event of Default exists and is continuing, the Security Trustee shall permit the relevant Chargor to exercise its rights under any of the Charged Contracts to which it is party, provided that the exercise of those rights in the manner proposed would not result in an Event of Default.

1.3.2 Where an Event of Default exists and is continuing, the relevant Chargor shall, if requested by the Security Trustee, exercise its rights under the Charged Contracts only in accordance with the instructions of the Security Trustee.

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1.4 Floating charge

1.4.1 As further continuing security for the payment, discharge and performance to the Security Trustee of the Secured Obligations, each Chargor (including the Company) charges in favour of the Security Trustee, by way of first floating charge, all its assets and undertaking, wherever located, both present and future.

1.4.2 The floating charge created by Clause 3.5.1 of the Debenture (as set out in paragraph 1.4.1 above) is deferred, in relation to each Chargor, in point of priority to all fixed Security validly and effectively created by such Chargor under any of the Security Documents in favour of the Security Trustee as security for the Secured Obligations.

1.5 Conversion of floating charge

1.5.1 The Security Trustee may, at any time, by notice in writing to any Chargor, convert any floating charge created by the Debenture into a fixed charge as regards such assets as it shall specify in the relevant notice if:

1.5 1.1 an Event of Default has occurred which is continuing;
or

1 5 1.2 the Security Trustee is of the view that (a) such assets are in danger of being seized, (b) any legal process or execution is being enforced against such assets, (c) such assets are at risk of becoming subject to any Security (other than Permitted Security) or are otherwise at risk of ceasing to be within the ownership or control of the relevant Chargor in breach of any Finance Document, or (d) the Security Trustee receives notice of the appointment of, or a proposal or an intention to appoint, an administrator or administrative receiver of such Chargor (or such administrator or administrative receiver has been appointed) or the Security Trustee receives notice of the winding-up of such Chargor.

1.5.2 By way of further assurance, such Chargor shall, promptly following service of such notice upon it, execute a fixed charge over such assets in such form as the Security Trustee shall reasonably require

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Please give us the short particulars of the property mortgaged or charged

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1.6 Automatic conversion of floating charge

In addition to any circumstances in which any floating charge created under the Debenture will crystallise automatically under the general law, and without prejudice to the operation of Clause 3.6 of the Debenture (as set out in paragraph 1.5 above) (*Conversion of floating charge*):

1.6.1 if any Chargor creates (or purports to create) any Security on or over any of the Floating Charge Assets (other than Permitted Security) without the prior written consent of the Security Trustee, or

1.6.2 if any Chargor convenes any meeting of its members to consider a resolution in relation to its winding up, or if a liquidator, administrative receiver, receiver, administrator or another similar officer is appointed in respect of such Chargor or any of its assets,

then and in any such event, any floating charge created by the Debenture in relation to such Chargor shall, without any notice being given under Clause 3.6 of the Debenture (as set out in paragraph 1.5 above) (*Conversion of floating charge*) and immediately upon such event occurring, be converted into a fixed charge over all the assets which immediately prior to such conversion comprised the Floating Charge Assets of such Chargor

1.7 Continuing security

The provisions of the Debenture will apply at all times (a) regardless of the date on which any of the Secured Obligations was incurred and (b) in respect of the full amount of the Secured Obligations at the relevant time even if, at some other time, the amount of the Secured Obligations has been less than the amount at the relevant time or there has been no part of the Secured Obligations outstanding.

1.8 Miscellaneous

1.8.1 All the Security created by the Debenture by any Chargor is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

1.8.2 Clauses 3.1.2 to 3.1.13 inclusive of the Debenture (as set out in paragraphs 1.1.2 to 1.1.13 above) shall be read and construed as if each asset described, and each asset comprised within any category of asset described, in each such Clause were expressed, separately and specifically, to have been made subject to a first fixed charge, and the validity and effectiveness of each such fixed charge will not be prejudiced by any other such first fixed charge being found not to be fully valid or effective as such

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1.8.3 The fact that no, or incomplete, details of any particular Secured Assets are included or inserted in any relevant Schedule shall not affect the validity or enforceability of the charges created by the Debenture.

2. NEGATIVE PLEDGE

2 1 During the Security Period, no Chargor shall create, extend, or permit to subsist, any Security over any of the Secured Assets; nor may it (a) sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by any of the Obligors or by any other member of the Group, (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms, (c) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (d) enter into any other preferential arrangement having a similar effect to any of the arrangements or transactions previously described in Clause 5 1 of the Debenture (as set out in this paragraph 3.1), in any case in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset, save where any of the aforementioned actions are permitted by the Facilities Agreement.

Clause 5.1 of the Debenture (as set out in paragraph 3.1 above) does not apply to any Security which is Permitted Security.

Definitions

1. Capitalised terms used in this form are defined in the Appendix to this form.

Schedule 1 (Specified Bank Balances)

The Debenture does not specify any Specified Bank Balances relating to the Chargors.

Schedule 2 (Charged Contracts)

Name of Chargor	Brief description of Charged Contract	Date of Charged Contract	Parties to Charged Contract (Include addresses for service of notices of those parties who are not parties to this Deed)
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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

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- | | | | | |
|----|----------------------|------------------------------------|--------------------------------|--|
| 1 | Big Yellow Group PLC | ISDA Master Agreement and Schedule | The same date as the Debenture | Lloyds TSB Bank plc
Faryners House
25 Monument Street
London EC3R 8BQ
Attention: Corporate Markets

With a copy to:
Lloyds TSB Bank plc
10 Gresham Street
London EC2V 7AE
Attention: Head of Legal,
Wholesale Markets and
Treasury and Trading |
| 2. | Big Yellow Group PLC | ISDA Master Agreement and Schedule | The same date as the Debenture | 8 Canada Square
London E14 5HQ
Attention: Swaps and
Derivates Processing and
Global Banking and Markets
Legal - General Counsel |
| 3 | Big Yellow Group PLC | ISDA Master Agreement and Schedule | The same date as the Debenture | Abbey National Treasury Services plc
2 Triton Square
Regent's Place
London NW1 3AN
Attention: Head of Operations |

Schedule 3 (Details of Property)

Description	Title Number	Chargor
Barking Riverside Works, Hertford Road IG11 8BX	EGL21641	Big Yellow Self Storage Company Limited

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Description	Title Number	Chargor
Barking Unit A2 Eastern Approach, 25 Alfreds Way, Barking IG11 0TJ	EGL437834	.Big Yellow Self Storage Company Limited
Battersea Unit 1 and 2 York Business Centre, Lombard Road SW11 3RX	TGL204479	.Big Yellow Self Storage Company Limited
Beckenham Croydon Road, Beckenham BR3 4AA	SGL650758 and SGL650906	BYSSCo Limited
	SGL692658 and SGL692653	.Big Yellow Self Storage Company Limited
Bow 400 Wick Lane, London E3 2JG	NGL104900 NGL162706	BYSSCo Limited
	EGL518425	.Big Yellow Self Storage Company Limited
Bristol Days Road, Barton Hill, Bristol, BS5 0AE	AV255425	.Big Yellow Self Storage Company Limited
Bristol Winterstoke Road, Bristol BS3 2NS	BL64607	BYSSCo Limited
	BL98753	.Big Yellow Self Storage Company Limited
Byfleet 113-115 Oyster Lane, Byfleet, Surrey KT14 7JZ	SY660320	BYSSCo Limited
	SY759823	.Big Yellow Self Storage Company Limited
Cardiff 65 Penarth Road, CF10 5DL	WA449088 and WA202965	BYSSCo Limited
	CYM337395	.Big Yellow Self Storage Company Limited
Cheltenham Land at Princess Elizabeth Way, Cheltenham	GR184976	.Big Yellow Self Storage Company Limited
Colchester Land on the South East Side of Bruff Close, Turner Road, Mile End, Colchester, Essex CO4 5EU	EX560847	BYSSCo Limited
	EX790274	.Big Yellow Self Storage Company Limited
Croydon 202-216 Thornton Road,	SGL588567	BYSSCo Limited

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Description	Title Number	Chargor
Thornton Heath, Croydon, Surrey CR0 3EU	SGL684500	.Big Yellow Self Storage Company Limited
Ealing 399 Uxbridge Road, Southall UB1 3EW	AGL150215	Big Yellow Self Storage Company Limited
Eltham Land and buildings at 400 Westhorne Avenue, Eltham	TGL345597	Big Yellow Self Storage Company Limited
Eltham Land and buildings at the junction of Eltham Palace Road, Westhorne Avenue and Sidcup Road, London	SGL332950	BYSSCo Limited
Enfield Land on the East side of Great Cambridge Road, Enfield	AGL207268	.Big Yellow Self Storage Company Limited
Fulham Townmead Road, Fulham, London SW6 2SG	BGL52225 and BGL52233	.Big Yellow Self Storage Company Limited
Gloucester 89 Eastern Avenue GL4 6PQ	GR281203 and GR281205	BYSSCo Limited
	GR303300	.Big Yellow Self Storage Company Limited
Guildford Unit 1 Cobbett Park, 22-28 Moorfield Road, Slyfield GU1 1RU	SY725035	.Big Yellow Self Storage Company Limited
Gypsy Corner Land on the South East side of Wales Farm Road, Acton	AGL121264	.Big Yellow Self Storage Company Limited
Hounslow 179-191 Staines Road	AGL79233	BYSSCo Limited
	AGL165059	.Big Yellow Self Storage Company Limited
Kennington 289-299 Kennington Lane, London	TGL211810	.Big Yellow Self Storage Company Limited
Kingston upon Thames 163 and 165 London Road	SGL655207	BYSSCO Limited
	SGL116911	
	SGL223327	

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Description	Title Number	Chargor
	SGL688798 SGL684501 SGL684502	Big Yellow Self Storage Company Limited
Luton Caleb Close, Dunstable Road, Luton LU4 8DR	BD78591	BYSSCo Limited
	BD255671	.Big Yellow Self Storage Company Limited
Merton Morden Road, Merton	SGL126287	Big Yellow Self Storage Company Limited
New Malden Unit 1 Wyvern Estate, Beverley Way, New Malden KT3 4PH	SGL396884 and SGL650321	.Big Yellow Self Storage Company Limited
New Malden Unit 2 Wyvern Estate, Beverley Way, New Malden KT3 4PH	SGL398861 and SGL650320	Big Yellow Self Storage Company Limited
New Malden Unit 3 Wyvern Estate, Beverley Way, New Malden KT3 4PH	SGL632300	Big Yellow Self Storage Company Limited
North Kensington 149 Scrubs Lane, London NW10 5RH	BGL29898	BYSSCo Limited
	BGL64547	.Big Yellow Self Storage Company Limited
Orpington Cray Avenue, St Mary Cray BR5 3PX	SGL233548	BYSSCo Limited
	SGL684503	.Big Yellow Self Storage Company Limited
Oxford Unit A Taurus, Peterley Road, Oxford	ON240188 and ON294325	.Big Yellow Self Storage Company Limited
Portsmouth 8/9 Fratton Industrial Estate, Rodney Road, Portsmouth	HP541965	BYSSCO Limited
	PM16599	Big Yellow Self Storage Company Limited
Richmond Victoria Villas, Lower Mortlake Road, Richmond TW9 2JX	TGL159248 and TGL348263	BYSSCo Limited
	TGL288025	Big Yellow Self Storage

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Description	Title Number	Chargor
	TGL348264 and TGL365423	Company Limited
Romford Land at Ashton Road, Harold Hill Industrial Estate, Romford	EGL518427	.Big Yellow Self Storage Company Limited
	EGL406421	BYSSCO Limited
Slough 111 Whitby Road Trading Estate, Slough, Berkshire	BK360914 and BK448333	.Big Yellow Self Storage Company Limited
Southend on Sea Airborne Close, Leigh-on-Sea, Southend SS9 4EN	EX140044	BYSSCo Limited
	EX790275	.Big Yellow Self Storage Company Limited
Staples Corner Unit 1, 1000 North Circular Road, London NW2	NGL794519	Big Yellow Self Storage Company Limited
Surbiton 225 Hook Rise South, Tolworth, Surrey KT6 7LD	SGL648684	BYSSCo Limited
	SGL684504	Big Yellow Self Storage Company Limited
Sutton 12, Kimpton Park Way SM3 9QS	SGL681887	.Big Yellow Self Storage Company Limited
Swindon Land at Drakes Way, Swindon	WT138807	BYSSCO Limited
	WT257853	.Big Yellow Self Storage Company Limited
Twickenham 1A Rugby Road, Twickenham, TW1 1DG	AGL202044	Big Yellow Self Storage Company Limited
Twickenham Land on the east side of Whitton Road, Twickenham excluding certain land as described in the Debenture granted by BYSSCo Limited on 15 September 2009	MX446418	BYSSCo Limited
Wandsworth 100 Garratt Lane, Wandsworth SW18 4DJ	TGL197105	BYSSCo Limited
	TGL288026	.Big Yellow Self Storage Company Limited
West Norwood 107 Knights Hill, London SE27 OSP	SGL120402	BYSSCo Limited
	TGL288027	.Big Yellow Self Storage

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Description	Title Number	Chargor
		Company Limited

Schedule 4 (Shares)

Name of owning Chargor	Name of Subsidiary or other company	Company Number	Number and Class of Shares (and where held by nominees, names of nominees)
First Chargor	BYSSCo Limited	02286547	1,101,500 ordinary shares
First Chargor	BYRCo Limited	05622587	1 ordinary share
First Chargor	The Big Yellow Construction Company Limited	03870689	1 ordinary share
First Chargor	The Big Yellow Holding Company Limited	03932245	2 ordinary shares
First Chargor	Big Yellow Self Storage Company 1 Limited	04401505	1 ordinary share
First Chargor	Big Yellow Self Storage Company 2 Limited	04820169	1 ordinary share
First Chargor	Big Yellow Self Storage Company 3 Limited	04692356	1 ordinary share
First Chargor	Big Yellow Self Storage Company 4 Limited	03751659	1 ordinary share

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First Chargor	Big Yellow Self Storage Company 5 Limited	05049463	1 ordinary share
First Chargor	Big Yellow Self Storage Company 6 Limited	05049465	1 ordinary share
First Chargor	Big Yellow Self Storage Company 7 Limited	05049467	1 ordinary share
First Chargor	Big Yellow Self Storage Company 8 Limited	05605025	1 ordinary share
First Chargor	Big Yellow Self Storage Company Limited	05166173	900 ordinary shares
Big Yellow Self Storage Company Limited	Silicon Investments Limited	04220069	101 ordinary shares
Big Yellow Self Storage Company Limited	Speed 8546 Limited	04112070	1,099 ordinary shares
BYSSCo Limited	Big Yellow Self Storage Company Limited	05166173	31 ordinary shares

Schedule 5 (Chargors)

Big Yellow Group PLC

Place of Incorporation : England and Wales
Registered Office : 2 The Deans, Bridge Road, Bagshot, Surrey
GU19 5AT
Registered Number : 03625199

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BYSSCo Limited

Place of Incorporation : England and Wales
Registered Office : 2 The Deans, Bridge Road, Bagshot, Surrey
GU19 5AT
Registered Number : 02286547

BYRCo Limited

Place of Incorporation : England and Wales
Registered Office : 2 The Deans, Bridge Road, Bagshot, Surrey
GU19 5AT
Registered Number : 05622587

The Big Yellow Construction Company Limited

Place of Incorporation : England and Wales
Registered Office : 2 The Deans, Bridge Road, Bagshot, Surrey
GU19 5AT
Registered Number : 03870689

Big Yellow Self Storage Company 6 Limited

Place of Incorporation : England and Wales
Registered Office : 2 The Deans, Bridge Road, Bagshot, Surrey
GU19 5AT
Registered Number : 05049465

Big Yellow Self Storage Company 8 Limited

Place of Incorporation : England and Wales
Registered Office : 2 The Deans, Bridge Road, Bagshot, Surrey
GU19 5AT
Registered Number : 05605025

.Big Yellow Self Storage Company Limited

Place of Incorporation : England and Wales
Registered Office : 2 The Deans, Bridge Road, Bagshot, Surrey
GU19 5AT
Registered Number : 05166173

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

APPENDIX

DEFINITIONS AND CONSTRUCTION

Definitions

In this form and its Appendices the following definitions apply

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 25 (*Changes to the Obligors*) of the Facilities Agreement.

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"Agent" means Lloyds TSB Bank PLC, acting in its capacity as agent appointed under clause 26 1 of the Facilities Agreement, or such other or agent as may from time to time be appointed in that capacity pursuant to clause 26.39 of the Facilities Agreement.

"Ancillary Lender" means any Lender which makes available an Ancillary Facility.

"Arranger" means together Lloyds TSB Bank plc, Abbey National Treasury Services plc and HSBC Bank plc as mandated lead arrangers.

"Associated Rights" means, any guarantee or security for the performance of the Charged Contracts and any other contract to which a Chargor is a party

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

"Aviva" means Aviva Commercial Finance Limited (Company Number 2559391) of Sentinel House, 37 Surrey Street, Norwich, Norfolk NR1 3UY) including Aviva Commercial Finance Limited in its capacity as trustee for itself and other members of the Aviva lending group from time to time.

"Aviva Borrower" means Big Yellow Self Storage Company A Limited (Company Number 07922788).

"Aviva Borrowing Group" means the Aviva SPVs and any Subsidiary thereof

"Aviva Deed of Priority" means the deed of priority made between the Agent, the Borrower and Aviva dated 25 April 2012

"Aviva SPVs" means the Aviva Borrower and BYSSCo A Limited, a company incorporated in England with Company Number 07922885 (each an **"Aviva SPV"**)

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

"Bank Balances" means all monies (including interest) from time to time standing to the credit of any and all present or future accounts which a Chargor has, or has an interest in, with any bank, financial institution, or other person (including the Specified Bank Balances and any other cash cover or suspense account established pursuant to any of the Finance Documents) and all indebtedness represented by any such accounts.

"Borrower" means Big Yellow Group PLC registered in England and Wales with company number 03625199

"Borrower/Aviva Share Charge" means the Security referred to in paragraph (e) of the definition of Permitted Security in the Facilities Agreement

"Charged Contracts" means, in relation to any Chargor, those contracts (if any) brief particulars of which are set out in Schedule 3 (*Charged Contracts*) of the Debenture (as set out in Schedule 2 to this form) in respect of such Chargor.

"Chargor" means the First Chargor, any company named in Schedule 1 of the Debenture (as set out in Schedule 5 to this form) or any company which becomes a Party by executing and delivering a Deed of Accession (together the **"Chargors"**).

"Deed of Accession" means a deed substantially in the form set out in Schedule 8 (*Form of Deed of Accession*) of the Debenture subject to such variations as the Security Trustee shall agree.

"Delegate" means any delegate, agent, attorney or trustee appointed by the Security Trustee.

"Derivative Payment" means, in relation to an asset, any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which the relevant Chargor may derive from or be awarded or entitled to in respect of such asset.

"Discharge Date" means the date on which the Security Trustee confirms to the First Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Secured Parties cancelled

"Distribution Rights" means all Dividends, all shares or other property derived from any relevant Investment (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any relevant Investment

"Dividends" means all dividends, distributions, interest and other income paid or payable on or derived from any relevant Investment.

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

"Event of Default" means any event or circumstance specified as such in Clause 23 (*Events of Default*) of the Facilities Agreement.

"Excluded Shares" means any shares relating to the Pramerica JV Entities.

"Facilities Agreement" means a facilities agreement dated the same date as the Debenture between, amongst others, the First Chargor, the other Chargors, the Original Lenders (as defined therein), the Security Trustee and the Agent.

"Finance Document" means:

- (a) the Facilities Agreement;
- (b) any Fee Letter;
- (c) any Accession Letter;
- (d) any Resignation Letter;
- (e) any Transfer Certificate;
- (f) any Security Document;
- (g) each Compliance Certificate;
- (h) each Hedging Agreement;
- (i) the Intercreditor Agreement;
- (j) the Aviva Deed of Priority,
- (k) any Selection Notice;
- (l) any Utilisation Request;
- (m) any Ancillary Facility Document,

(unless otherwise defined in this form each term having the meaning given to it in the Facilities Agreement) and any other document designated as a **"Finance Document"** by the Agent and the Borrower **provided that** where the term "Finance Document" is used in, and construed for the purposes of, the Facilities Agreement or the Intercreditor Agreement, any Ancillary Facility Document shall be a Finance Document only for the purposes of:

- (i) the definition of "Senior Finance Documents" in the Intercreditor Agreement,

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

- (ii) the definition of "Security Documents" in the Facilities Agreement;
- (iii) Clause 1.2 4 of the Facilities Agreement;
- (iv) Clause 17 (*Guarantee and Indemnity*) of the Facilities Agreement, and
- (v) Clause 23 (*Events of Default*) (other than Clause 23.28 (*Acceleration*)) of the Facilities Agreement

"Finance Lease" means any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease.

"Finance Party" means the Agent, the Arranger, the Security Trustee, each Hedge Counterparty, a Lender or an Ancillary Lender **provided that** where the term "Finance Party" is used in, and construed for the purposes of, the Facilities Agreement or the Intercreditor Agreement, an Ancillary Lender shall be a Finance Party only for the purposes of.

- (i) Clause 1 2 1 of the Facilities Agreement;
- (ii) paragraph (c) of the definition of "Material Adverse Effect" in the Facilities Agreement,
- (iii) Clause 17 (*Guarantee and Indemnity*) of the Facilities Agreement; and
- (iv) Clause 27 (*Conduct of Business by the Finance Parties*) of the Facilities Agreement.

"Financial Indebtedness" means any indebtedness for or in respect of:

- (a) moneys borrowed or raised;
- (b) any acceptance credit facility;
- (c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) any Finance Lease;
- (e) any purchase price for assets or services, the payment of which is deferred for a period in excess of 120 days;
- (f) redeemable preference shares;

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

- (g) any receivables discounting or sale arrangements;
- (h) any other agreement or arrangement having the commercial effect of borrowing or raising money;
- (i) any counter indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (j) any currency and/or interest swap agreement, interest rate cap collar or floor or similar arrangement in relation to interest rate or currency movements, option or future or other derivative transaction, and
- (k) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above.

"First Chargor" means Big Yellow Group PLC, a company incorporated in England and Wales with company number 03625199, whose registered office is at 2 The Deans, Bridge Road, Bagshot, Surrey GU19 5AT.

"Floating Charge Assets" means, at any time, all of the Secured Assets which are at that time the subject of any floating charge created by the Debenture.

"GAAP" means generally accepted accounting principles in England and Wales, including IFRS.

"Group" means the Borrower and its Subsidiaries for the time being (other than the Aviva Borrowing Group or the Pramerica JV Entities).

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 25 (*Changes to the Obligors*) of the Facilities Agreement.

"Hedge Counterparty" means a Lender or an Affiliate of a Lender which, in each case, is or has become, a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement.

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"IFRS" means international accounting standards with the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

"Insurance Proceeds" means the proceeds of any insurance claim received by any Chargor (after deduction of (a) any reasonable expenses incurred in relation to the

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

relevant claim and payable by such Chargor to any person which is not a member of the Group and (b) amounts paid to meet third party claims), together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of any Chargor's ownership of any Insurances and all such Chargor's interest in any of the foregoing.

"Insurances" means all contracts or policies of insurance of whatever nature which from time to time are taken out or maintained by or on behalf of any Chargor or (to the extent of its relevant interest) in which any Chargor has an interest.

"Intellectual Property" means, in relation to any Chargor, (a) all rights in confidential information, copyright and like rights, database rights, design rights, rights in design, knowhow, rights in inventions, patents, service marks, trade marks and all other intellectual property rights and interests, whether registered (or the subject of an application for registration) or un-registered, owned by such Chargor or in which such Chargor has an interest from time to time and (b) the benefit of such Chargor's applications and rights to use such assets, in each case throughout the world now and in the future

"Intercreditor Agreement" means an intercreditor agreement made on the date of the Debenture between, amongst others, the Security Trustee, the Agent, the Original Lenders and the Hedge Counterparties.

"Investment" means, in respect of any Chargor, any negotiable instrument, certificate of deposit, debenture, share (including, save where the context otherwise requires, any of the Shares) or other investment (as specified for the purposes of section 22 of the Financial Services and Markets Act 2000 as at the date of the Debenture), other than the Excluded Shares, now or in the future owned by such Chargor, in each case whether held directly by, or to the order of, such Chargor or by any trustee, nominee, fiduciary or clearance system on behalf of such Chargor, and also including any rights in respect of such Investment against any such trustee, nominee, fiduciary or clearing system, other than in respect of the Excluded Shares.

"Lease" means any lease, underlease, tenancy, letting, licence, any document supplemental or collateral to any of them and any agreement to enter into any of them and the expression tenant will be construed accordingly.

"Lender" means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 24 (*Changes to the Lenders*) of the Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facilities Agreement.

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

"Obligor" means the Borrower or a Guarantor.

"Original Guarantors" means together with the Borrower, the Subsidiaries of the Borrower listed in Schedule 1 (*The Original Guarantors*) of the Facilities Agreement as guarantors.

"Original Lenders" means the financial institutions listed in Schedule 2 (*The Lenders and their Commitments*) of the Facilities Agreement as lenders.

"Party" means an original party to the Debenture or any person which becomes a party by the execution and delivery of a Deed of Accession

"Permitted Security" means the Security created by the Debenture and any other Security which is permitted or required to be entered into pursuant to clauses 21.12 and 21.13 (*Negative pledge*) of the Facilities Agreement.

"Pramerica JV Entities" means the Big Yellow Limited Partnership, Big Yellow Self Storage (GP) Limited, Last Mile Company Limited, Big Yellow Nominee No 1 Limited and Big Yellow Nominee No 2 Limited and any Subsidiary thereof.

"Property" means the Real Property from time to time owned by each Chargor or in which any Chargor has any right, title or interest. Any reference to **"Property"** also includes a reference to each separate part or parts of such Real Property.

"Real Property" means (a) any freehold, leasehold or immovable property, wherever situated, and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property.

"Receiver" means any one or more receivers and managers or (if the Security Trustee so specifies in the relevant appointment) receivers appointed by the Security Trustee pursuant to the Debenture in respect of any Chargor or in respect of the Secured Assets of any Chargor.

"Sale Proceeds Account" means a deposit account maintained by the Borrower with the Agent into which all Sale Proceeds (as defined in the Facilities Agreement) are to be paid in accordance with Clause 21.20 or Clause 21.21 of the Facilities Agreement or any replacement account (or sub-division or sub-account of that account) opened by the Borrower or Guarantor at the request of the Agent

"Secured Assets" means the assets the subject of any Security created by the Debenture.

"Secured Obligations" has the meaning set out in part 4 of the continuation pages to this form.

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

"Secured Parties" means each Finance Party and any Receiver or Delegate and
"Secured Party" means any of the Secured Parties.

"Security" means a mortgage, charge, pledge, lien or other security interest
securing any obligation of any person or any other agreement or arrangement
having a similar effect

"Security Documents" means the Debenture, each Deed of Accession, the Aviva
SPV Floating Charges, the Aviva SPV Guarantee, together with any other agreement,
instrument, deed or document entered into by any Chargor creating or expressed to
create any Security over all or any part of its assets in respect of the Secured
Obligations (unless otherwise defined in this form each item has the meaning given
to it in the Facilities Agreement)

"Security Period" means the period beginning on the date of the Debenture and
ending on the Discharge Date.

"Security Trustee" means Lloyds TSB Bank PLC acting in its capacity as trustee for
the Secured Parties (including itself) in relation to the Security Documents for the
purpose of and in accordance with the terms of the Finance Documents, or such
other or additional trustee or trustees as may from time to time be appointed in that
capacity in accordance with the Finance Documents

"Shares" means (in relation to each Chargor) all shares (if any) specified in
Schedule 5 (*Shares*) to the Debenture (as set out in Schedule 4 to this form) in
respect of such Chargor and also all other stocks, shares, debentures, bonds,
warrants, coupons or other securities now or in the future owned by such Chargor
from time to time, or any in which it has an interest other than the Excluded Shares.

"Specified Bank Balances" means all monies (including interest) from time to time
standing to the credit of the Sale Proceeds Account and any other accounts specified
in Schedule 2 (*Bank accounts*) to the Debenture (as set out in Schedule 1 to this
form), as such accounts may be re-designated and/or re-numbered from time to
time, and all indebtedness represented by any such account

"Subsidiary" means either a subsidiary undertaking within the meaning of section
1162 of the Companies Act 2006 or a subsidiary within the meaning of section 1159
of the Companies Act 2006.



**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. 29**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 OCTOBER
2012 AND CREATED BY .BIG YELLOW SELF STORAGE
COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE OF EACH OBLIGOR AND EACH GRANTOR OF
SECURITY TO THE SECURED PARTIES (OR ANY OF THEM) 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 11 OCTOBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 OCTOBER
2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES