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In accordance with
Section 860 of the
Companies Act 2006

MG01

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 register
particulars of a charge in
Scotland. Scottish companies. To
register a charge in Scotland, please use MG01s

SATURDAY



A03 12/05/2012 #58
COMPANIES HOUSE

1 Company details

Company number 3 0 7 3 9 7

Company name in full Mentmore Limited (the "Pledgor")

3 7 For official use

→ **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 9 0 5 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 Share Pledge Agreement dated 9 May 2012 between, among others, the Pledgor and The Royal Bank of Scotland plc as security trustee for itself and each of the Secured Parties (the "Security Trustee") (the "Share Pledge Agreement")

4 Amount secured

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

Amount secured Please see attached Continuation Page

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

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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

The Royal Bank of Scotland

Address

36 St Andrew Square

Edinburgh

Postcode

E H 2 2 Y B

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

Please see attached Continuation Page

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Particulars of a mortgage or charge

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 <ul style="list-style-type: none">- 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	
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 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 accept a verified copy where section 867(2) applies (property situated in another part of UK). Signature	
9	Signature Please sign the form here Signature <div style="display: flex; align-items: center; justify-content: space-between;"><div>X</div><div><i>Robert M. Jones</i></div><div>X</div></div> 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 Sandeep Bassan

Company name Pinsent Masons LLP

Address 30 Crown Place

Post town London

County/Region

Postcode E C 2 A 4 E S

County

DX 157620 Broadgate 3

Telephone 020 7490 6479



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 the 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
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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

In accordance with
Section 860 of the
Companies Act
2006

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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

(4)
+
16.

All Liabilities and all other present and future obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Euro Secured Party or UK Secured-Party under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity (the "**Secured Obligations**")

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Particulars of a mortgage or charge

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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

- 1 **PLEDGE**

The Pledgor has granted a first priority pledge (*gage de premier rang*) on the Pledged Assets to the Security Trustee, as security for the due performance of the Secured Obligations
 - 2 **COVENANTS**

The Pledgor has covenanted to the Security Trustee that
 - 2 1 it will not do or cause or permit to be done anything which will, or would be reasonably likely to, materially adversely affect the Share Pledge Agreement or the rights of the Security Trustee thereunder or which in any way is inconsistent with or materially depreciates, jeopardises or otherwise prejudices the value of the Shares or any of the Pledged Assets, and
 - 2 2 it shall not accept any increase in the share capital of the Company except by mere increase in value of the share or, in the case of creation of new shares, if the subscriber of the new shares accepts to and actually pledges such new shares in favour of the Security Trustee
- Definitions**
- "Additional Borrower"** means a company which becomes a Borrower in accordance with the Facility Agreement
- "Additional Guarantor"** means a company which becomes a Guarantor in accordance with the Facility Agreement
- "Borrower"** means an Original Borrower or an Additional Borrower, unless in either case it has ceased to be a Borrower in accordance with the Facility Agreement
- "Company"** means Access Storage Holdings (France) S á r l a company registered with the Trade and Company Register of Luxembourg under number B 65 722 with its registered office at 412F, route d'Esch, L-1030 Luxembourg
- "Creditor"** has the meaning given in the Intercreditor Agreement
- "Debt Documents"** has the meaning given in the Intercreditor Agreement
- "Distributions"** means all rights and interests of the Pledgor in respect of any dividend (whether in cash, securities or otherwise), bonus shares or any other type of distribution, return or right in respect of any of the Shares
- "Euro Secured Parties"** has the meaning given in the Intercreditor Agreement
- "Facility Agreement"** means a facility agreement originally dated 2 March 2010 (as amended from time to time) and as further amended and restated pursuant to

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Particulars of a mortgage or charge

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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

an amendment and restatement deed dated on or about the date of the Debenture (the "**Amendment and Restatement Deed**") and as may be amended, varied, supplemented, extended or replaced from time to time and made between, amongst others, the Pledgor and others as borrowers and guarantors, and the Security Trustee

"Finance Documents" has the meaning given in the Facility Agreement

"Group" means the Parent and its Subsidiaries

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with the Facility Agreement

Intercreditor Agreement means an intercreditor agreement dated on or about the date of the Share Pledge Agreement and made between, amongst others, the Parent, the financial institutions named therein and the Security Trustee

"Liabilities" means all present and future liabilities and obligations at any time of any member of the Group to any Creditor under the Debt Documents (including, without limitation, principal, interest, make-whole amounts, breakage costs and fees), both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations -

- (a) any refinancing, novation, deferral or extension
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition
- (c) any claim for damages or restitution and
- (d) any claim as a result of any recovery by any Debtor of a Payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings

"Obligor" means the Parent, a Borrower or a Guarantor

"Original Borrower" means those companies listed in Schedule 1, Part 1 of the Facility Agreement

"Original Guarantor" means those companies listed in Schedule 1, Part 2 of the Facility Agreement

"Parent" means Safestore Holdings plc, a company registered in England (number 4726380) with registered office at Brittan House, Stirling Way, Borehamwood, Hertfordshire WD6 2BT

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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

"Payment" means, in respect of any Liability, a payment, prepayment, repayment, redemption, defeasance or discharge of that Liability

"Pledged Assets" means

- (a) the Shares which the Pledgor currently holds in the Company and any other shares or securities in the Company which the Pledgor may subscribe to, acquire or be granted at any time in the future, and
- (b) all Distributions

"Secured Parties" means the UK Secured Parties and the Euro Secured Parties

"Shares" means one hundred per cent (100%) of the share capital of the Company, which currently consists of 651 shares owned by the Pledgor

"UK Secured Parties" has the meaning given in the Intercreditor Agreement



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

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

COMPANY NO. 307397
CHARGE NO. 37

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE PLEDGE AGREEMENT
DATED 9 MAY 2012 AND CREATED BY MENTMORE LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
ANY MEMBER OF THE GROUP TO ANY CREDITOR AND ALL
MONIES DUE OR TO BECOME DUE FROM ANY MEMBER OF
THE GROUP AND BY EACH DEBTOR TO ANY EURO SECURED
PARTY OR UK SECURED PARTY 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 12 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 MAY 2012



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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