

042813/39  
**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 for a  
company. To do this, please use  
form MG01s

FRIDAY



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A21

04/05/2012

#399

COMPANIES HOUSE

**1**

### Company details

Company number

0 3 6 2 5 1 9 9

Company name in full

Big Yellow Group plc (the "Parent")

5

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

d2 d5 m0 m4 y2 y0 y1 y2

**3**

### Description

Description

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Legal Charge dated 25 April 2012 between (1) Big Yellow Self Storage  
Company A Limited (as Initial Chargor), (2) the Parent and others (as the  
Chargors from time to time), (3) the Parent and (4) Aviva Commercial  
Finance Limited (the "Legal Charge")

Please see continuation page for definitions.

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### Amount secured

Amount secured

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

1 The Parent's obligations under the Guarantee;  
and  
2. all moneys, obligations and liabilities  
whatsoever which may now or at any time in the  
future be due, owing or incurred by any Group  
Member to the Trustee or any Lender or for or in  
respect of which any Group Member may be liable to  
the Trustee or any Lender whether present or  
future, actual or contingent on any account  
whatsoever and in any manner whatsoever, as  
principal or surety and whether alone or jointly  
with any other party or parties including, without  
limitation, interest, legal and other costs,  
charges and expenses (the "Indebtedness").

Please see continuation sheet for definitions.

#### Continuation page

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

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## Particulars of a mortgage or charge

**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 Aviva Commercial Finance Limited (the "Trustee")

Address Sentinel House, 37 Surrey Street, Norwich

Norfolk

Postcode N R 1 3 U Y

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 continuation sheet.

# MG01

## Particulars of a mortgage or charge

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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 N/A

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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



FOR AND ON BEHALF OF  
MCCLELLAN MURRAY & SPENCER LLP

X

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

# MG01

## 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 Rowena Marshall (AVI/6/1008)

Company name Maclay Murray & Spens LLP

Address One London Wall

Post town London

County/Region

Postcode E C 2 Y 5 A B

Country United Kingdom

DX 123

Telephone 020 7002 8500



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

**MG01 - continuation page**  
**Particulars of a mortgage or charge**

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>As security for the payment and discharge of its obligations under the Guarantee and in respect of the Indebtedness the Parent with full title guarantee, and to the intent that the security created shall rank as a continuing security, hereby charges to the Trustee by way of floating charge its Undertaking.</p> <p>The security created by the Legal Charge shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or part of the Indebtedness but shall be a continuing security for all the Indebtedness.</p> <p>The security created by the Legal Charge shall be in addition to and shall not in any way be prejudiced or affected by any collateral, other Encumbrance or guarantee now or thereafter held or judgment or order obtained by the Trustee or any Lender for all or any part of the Indebtedness or the omission of the Trustee or any Lender to claim payment from any Chargor or any other person nor shall such collateral, other Encumbrance or guarantee, judgment or order or any lien to which the Trustee or any Lender may otherwise be entitled (including any Encumbrance prior to the date of the Legal Charge) or the liability of any person not party thereto for all or any part of the Indebtedness be in any way prejudiced or affected by the Legal Charge.</p> <p><b>Definitions</b></p> <p>"Borrowing Group" means the Initial Chargor and BYSSCo A Limited (Company Number 07922885) (and any company from time to time which is a subsidiary of either the Initial Chargor or BYSSCo A Limited (Company Number 07922885)) and any subsidiary undertaking or associate of either such person and any entity which would but for the fact its shares are mortgaged to a third party fall within this definition;</p> <p>"Chargor" means any person (including the Initial Chargor, BYSSCo A Limited and the Parent) which shall have granted or otherwise provided any Encumbrance in favour of the Trustee over any of its assets under or pursuant to the Legal Charge or any deed supplemental hereto, and which shall not for the time being have ceased to be a Chargor pursuant to the provisions of the Legal Charge;</p> <p>"Encumbrance" means any mortgage, standard security, pledge, hypothecation, title retention, lien, charge, assignment by way of security or other agreement or arrangement having the effect of conferring security;</p> <p>"Guarantee" means a guarantee and indemnity dated on or around the date of the Legal Charge between the Parent as guarantor and the Trustee as lender (as the same may be amended, varied, supplemented or novated or replaced from time to time and for the time being);</p> <p>"Group Member" means each member of the Borrowing Group (including the Initial Chargor) from time to time which has an obligation to any Lender in relation to the Indebtedness;</p> <p>"Indebtedness" means all moneys, obligations and liabilities whatsoever which may now or at any time in the future be due, owing or incurred by any Group Member to the Trustee or any Lender or for or in respect of which any Group Member may be liable to the Trustee or any Lender whether present or future, actual or contingent on any account whatsoever and in any manner whatsoever, as principal or surety and whether alone or jointly</p>

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Short particulars

with any other party or parties including, without limitation, interest, legal and other costs, charges and expenses;

"Initial Chargor" means Big Yellow Self Storage Company A Limited (Company Number 07922788);

"Lender" means:

(a) the Trustee and Aviva plc,

(b) any company which is or becomes a holding company of any such company or subsidiary or associate of any such company or holding company; and

(c) any company which would, but for the fact its shares are mortgaged to a third party, be a Lender,

but excluding any company which would only be a Lender solely because another Lender has security over the shares in that company, and

"Undertaking" means the property, assets, rights and revenues of any Chargor, whatsoever and wheresoever, present and future, including the uncalled share capital (if any) or such of them as the context requires, and including without limitation, the whole right, title and interest of each Chargor in any bank account and any sums standing to the credit of any bank account from time to time and for the time being.



**FILE COPY**

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

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

**COMPANY NO. 3625199**

**CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 25 APRIL  
2012 AND CREATED BY BIG YELLOW GROUP PLC FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE AND  
ALL MONIES DUE OR TO BECOME DUE FROM ANY GROUP  
MEMBER TO AVIVA COMMERCIAL FINANCE LIMITED (THE  
TRUSTEE) OR ANY LENDER ON ANY ACCOUNT WHATSOEVER  
WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 4 MAY 2012

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 MAY 2012**



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

*dy*