

# MG01

## Particulars of a mortgage or charge



79251/13

**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 r  
particulars of a charge for a  
company To do this, please  
form MG01s

SATURDAY



A14

\*AE5W9N4P\*

04/09/2010

COMPANIES HOUSE

261

### 1 Company details

Company number 0 3 6 2 5 1 9 9

Company name in full Big Yellow Group Plc (the "Company")

**3**  
→ **Filling 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 00 01 09 20 10

### 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 made between the Company (1) and the Bank (2) (the "Debenture")

### 4 Amount secured

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

Amount secured (a) all money and liabilities and other sums agreed  
to be paid by the Company to the Bank; and  
(b) all other money and liabilities expressed to be  
secured (including, without limitation, any  
expenses and charges arising out of or in  
connection with the acts or matters referred to in  
clauses 10,13,14,18 and 23) and all other  
obligations and liabilities of the Company under  
the Debenture  
(the "Secured Obligations").

**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	✓ Lloyds TSB Bank plc						
Address	Corporate Customer Services, Dept 0003, City Office, PO Box 72						
	Bailey Drive, Gillingham Business Park, Gillingham, Kent						
Postcode	M	E	8		0	L	S
Name							
Address							
Postcode							

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

Please give the short particulars of the property mortgaged or charged

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

Short particulars

1 Charges

81 The Company with full title guarantee charged with the payment of the Secured Obligations and so that the charges created shall be a continuing security

First The freehold and leasehold property (if any) of the Company both present and future including (without prejudice to the generality of the foregoing) the properties (if any) specified in the Schedule (and, where any such property is leasehold, any present or future right or interest conferred upon the Company in relation thereto by virtue of any Enfranchising Legislation including any rights arising against any nominee purchaser pursuant thereto) and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all liens, mortgages, charges, options, agreements and rights, title and interests (whether legal or equitable) of the Company in or over land of whatever description both present and future

Secondly All the right, title and interest of the Company in all fixed plant and machinery on any freehold or leasehold property forming part of the Charged Property from time to time hired, leased or rented by the Company from third parties acquired by the Company from third parties on a hire, instalment or conditional purchase basis including (without prejudice to the generality of the foregoing) the Company's right to any refund or rentals or other payments

Thirdly All book debts (including without limitation any book debts which are Non-Vesting Debts) both present and future due or owing to the Company or in which the Company is legally, beneficially or otherwise interested (and the proceeds thereof) and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) the Related Rights, negotiable or non-negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and similar and associated rights

Fourthly All other debts (including without limitation any other debts which are Non-Vesting Debts), claims, rights and choses in action both present and future of the Company or in which the Company is legally, beneficially or otherwise interested (and the proceeds thereof) including (without prejudice to the generality of the foregoing)

(a) deposits and credit balances held by the Company with the Bank or any third party from time to time both present and future (including choses in action which give rise or may give rise to a debt or debts) owing to the Company (and the proceeds thereof),

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## Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

#### Short particulars

(b) any amounts owing to the Company by way of rent, licence fee, service charge or dilapidations by any tenant or licensee (in each case whether present or future) of any freehold or leasehold property from time to time forming part of the Charged Property and any ground rents and rent charges, rent deposits and purchase deposits owing to the Company (and, in each case, the proceeds thereof),

(c) without prejudice to paragraph (d) below, any amounts owing or which may become owing to the Company under any building, construction or development contract or by virtue of the Company's rights under any retention or other trusts, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof),

(d) without prejudice to paragraph (e) below, all rights (and the proceeds of such rights) present or future, actual or contingent, arising under or in connection with any contract whatsoever in which the Company has any right, title or interest (including, without limitation, all policies and contracts of insurance and assurance),

(e) any amounts owing or which may become owing to the Company by way of damages, compensation or otherwise under any judgement or order of any competent authority howsoever arising or by way of settlement or compromise of any legal proceedings, and

(f) the benefit of all rights relating to such debts, claims, rights and choses in action including (without prejudice to the generality of the foregoing) such rights as are Thirdly described in this sub-clause

Fifthly Where the Company for the time being carries on any business comprising or relating to the provision of credit (as defined by Section 9 of the Consumer Credit Act 1974) or any business comprising or relating to the bailment or (in Scotland) the hiring of goods

the full benefit of and all rights under the Credit Agreements, including all money payable under or in respect of the Credit Agreements,

(a) the full benefit of and all rights under the Hiring Agreements, including all money payable under or in respect of the Hiring Agreements,

(b) the full benefit of and all rights relating to the Instalment Credit Agreements including all legal and equitable charges and other securities and guarantees and the other rights and remedies expressly or impliedly reserved by the Instalment Credit Agreements and by such securities and guarantees,

(c) the Company's present and future rights and interests (if any) in and to any chattels comprised in the Instalment Credit Agreements or securities and guarantees provided in relation to the Debenture including (without prejudice to the generality of the foregoing) any right to damages relating to the Debenture and the benefit of any warranties given in respect thereof insofar as the property or any interest in such chattels remains vested in the Company, and

(d) the full benefit of the Company's rights and interests (if any) in and to all insurance effected by the Company or by any other person of any chattels comprised in any Instalment Credit Agreements or any security or guarantee provided in relation to the Debenture

Sixthly

the Charged Securities,

(a) all rights in respect of or incidental to the Charged Securities, and

(b) the Interests in Securities

Seventhly The Intellectual Property Rights

Eightly The goodwill and the uncalled capital of the Company both present and future

Ninthly All other plant and machinery, fittings and equipment (not in any such case being the Company's stock-in-trade or work in progress) now or at any time hereafter belonging to the Company or in which the Company is legally, beneficially or otherwise interested, wherever situated and whether or not affixed to any freehold or leasehold property of the

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## Particulars of a mortgage or charge

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#### Short particulars

##### Company

Tenthly All the rights, interests and benefits of the Company under any present or future hire-purchase, conditional sale, credit sale, leasing or rental agreement to which the Company is a party in the capacity of hirer, purchaser or lessee including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments

Eleventhly The undertaking and all property and assets of the Company both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the Charged Property First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly, Ninthly and Tenthly described (if and in so far as the charges thereon or on any part or parts thereof herein contained shall for any reason be ineffective as fixed charges)

1 2 The security created shall as regards the Charged Property First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly, Ninthly and Tenthly described be first fixed charge (and as regards all those parts of the Charged Property First described now vested in the Company shall constitute a charge by way of legal mortgage thereon) and as regards the Charged Property Eleventhly described shall be a first floating charge

1 3 The security constituted shall extend to all beneficial interests of the Company in the Charged Property and to any proceeds of sale or other realisation thereof or of any part thereof

1 4 The Debenture shall bind the Company as a continuing security for the Secured Obligations notwithstanding that the liabilities of the Company to the Bank may from time to time be reduced to nil

1 5 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by the Debenture

1 6 The Company represents and warrants that at the date that the Company executes the Debenture the Company has made full disclosure in writing to the Bank of

(a) any information relating to each part of the Charged Property and each right held by any other person in relation to any part of the Charged Property which, in each case, would be material to the Bank in relation to the appropriateness or adequacy of any part of the Charged Property as security for the Secured Obligations, and

(b) each matter in respect of which the Bank has requested information from the Company in connection with the Debenture

##### 2 Restrictions and Warranties

2 1 The Company shall not without the prior written consent of the Bank

(a) sell, assign, licence, sub-license, discount, factor or otherwise dispose of, or deal in any other way with, the Charged Property (other than the Charged Property Eleventhly described) subject as provided in clause 5 7(a) of the Debenture,

(b) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever upon the Charge Property except a lien arising by operation of law in the ordinary course of the Company's business as conducted during the 12 months preceding the date when the lien first came into existence,

(c) enter into any contractual or other agreement or arrangement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by sub-clause 5 1(b) of the Debenture,

(d) transfer, sell or otherwise dispose of the whole or any material part of the Charged Property Eleventhly described whether by a single transaction or a number of transactions whether related or not except by way of sale at full value in the usual course of trading as transacted at the date of the Debenture,

(e) vary or purport to vary any Instalment Credit Agreement or any security or guarantee

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#### Short particulars

provided in relation to the Debenture or give any consents or licences under the terms of any Instalment Credit Agreement or any security or guarantee provided in relation to the Debenture provided that the Company shall not be prohibited by this covenant from agreeing to any such variation or giving any such licence or consent if to do so would not materially and adversely affect the value to the Bank for security purposes of such Instalment Credit Agreement or such security or guarantee and if to do so would not affect the validity or enforceability of such Instalment Credit Agreement or such security or guarantee, or

(f) enter into any agreement with a financier, provider of money, creditor or any other party whatsoever (hereinafter called the "Financier") which has the economic effect of, or an economic effect similar to that of, providing security in respect of or in connection with the provision of finance or credit by the Financier and which involves or may involve one or more of the following

(1) sales, agreements for sale or transfers of any property or rights whatsoever to the Financier1 and/or

(11) sales, agreements for sale or transfers actually or potentially on behalf of the Financier to any third party whatsoever, and/or

(111) the grant or possible grant of authority by the Financier for sales, agreements for sale or transfers of the nature set out in sub-clause 5 1(f) (11) of the Debenture

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## 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	Definitions	
	<p><b>"Approved Instalment Credit Agreement"</b> means Instalment Credit Agreements for the time being deposited with the bank and approved by the Bank for the purpose of the calculation required by sub clause 12(d) of the Debenture,</p> <p><b>"Charged Property"</b> means the undertaking, assets properties, revenues, rights and benefits First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly, Ninthly, Tenthly and Eleventhly described in sub-clause 4 l of the Debenture and references to the Charged Property include references to any part of it,</p> <p><b>"Credit Agreements"</b> means all agreements now or hereafter entered into by the Company under which the Company has provided or agreed to provide credit (as defined by section 9 of the Consumer Credit Act 1974) to any person of any amount and all agreements now or hereafter entered into by any person other than the Company under which credit (as so defined) is provided or agreed or to be provided and the benefit of which is assigned to or otherwise vested in the Company,</p> <p><b>"Charged Securities"</b> means</p> <ul style="list-style-type: none"> <li>(a) all those Securities which (or the certificates of which) are now or may at any time in the future be <ul style="list-style-type: none"> <li>(1) lodged with or held (in certificated or uncertificated form) by the Bank or its agents on behalf or for the account of the Company, or</li> <li>(11) transferred to or registered in the name of the Bank or its nominee(s) on behalf or for the account of the Company, or</li> <li>(111) held (whether in certificated or uncertificated form) by person other than the Company for or to the order of the Bank or its nominee(s) at the request of or by arrangement with the Company, or</li> <li>(1V) held in uncertificated form by a member of CREST or any other similar system (including the Company itself if a member of CREST or other similar system) where the Bank or its nominee(s) may to the exclusion of the member of the system direct the transfer of such Securities,</li> </ul> <p>(whether lodged, held, transferred or registered for safe custody, collection, security or for any specific purpose or generally and either before or after the date of the Debenture), and</p> </li> <li>(b) the benefit of all agreements, arrangements, undertakings or accounts under which any person holds on behalf of or on trust for the Company or to the order of the Company, and</li> <li>(c) all those Securities held by the Company in any subsidiary undertaking as defined in Section 1162 (together with Schedule 7 of the Debenture) of the Companies Act 2006,</li> </ul> <p><b>"Enfranchising Legislation"</b> means any legislation conferring upon a tenant or tenants of property (whether individually or collectively with other tenants of that or other properties) the right to acquire a new lease of that property or to acquire a new lease of that property or to acquire or require the acquisition by a nominee of the freehold or any intermediate reversionary interest in that property including (without limitation) the Leasehold Reform Act 2002 but does not include Part II of the Landlord and Tenant Act 1954,</p> <p><b>"Environmental Laws"</b> means all laws (statutory, common law or otherwise) including, without limitation, circulars, guidance notes and codes of practice from time to time regulating the control and prevention of pollution to land water or atmosphere and/or the carrying on of any process or activity on premises and any emissions from all waste produced by such installations and/or process or activity and any</p>	

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chemicals or substances relating to the same whether relating to health and safety at work etc Act 1974, the Control of Pollution Act 1974, the Environmental Protection Act 1990, the Environment Act 1995, the Water Industry Act 1991, the Water Consolidation (Consequential Provisions) Act 1991, the Water Act 2003, the Clean Air Act 1993, the Alkali, etc., Works Regulation Act 1906, the Planning (Hazardous Substances) Act 1990, the Public Health Acts and the Radioactive Substance Act 1993 and any European Union directives or regulations relating to the same) from time to time in force and any other instrument, plan, regulation, permission, authorisation, order or direction made or issued thereunder or deriving validity therefrom,

**"Environmental Licence"** means any permit, licence, authorisation, consent or other approval required by or given pursuant to any Environmental Laws,

**"Hiring Agreements"** means all agreements (not being Credit Agreements) now or hereafter entered into by the Company for the bailment or (in Scotland) the hiring of goods to any person and all agreements (not being Credit Agreements) now or hereafter entered into by any person other than the Company for such bailment or in Scotland) hiring the benefit of which is assigned to or otherwise vested in the Company,

**"Insolvency Event"** in relation to the Company means each of the following

- (a) a meeting is convened for the purpose of considering a resolution to wind up the Company,
- (b) such a resolution as is mentioned in paragraph (a) is passed,
- (c) a meeting of directors or members of the Company is convened for the purpose of considering a resolution to seek a winding up order, an administration order or appointment of an administrator,
- (d) such a resolution as is mentioned in paragraph (c) is passed,
- (e) a petition for a winding up or an application for an administration order is made by the Company or its directors or members or is presented against the Company,
- (f) such an order as is mentioned in paragraph (e) is made,
- (g) a notice of appointment of or notice of intention to appoint an administrator is issued by the Company or its directors or members or by the holder of a qualifying floating charge or a proposal is made for, or the Company becomes subject to, any voluntary arrangement,
- (h) a receiver (administrative or otherwise) is appointed over all or part of the Company's assets,
- (i) the Company takes part in any action (including entering negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of the Company's indebtedness,
- (j) the Company proposes or makes any general assignment, composition or arrangement, with or for the benefit of all or some of the Company's creditors;
- (k) the Company suspends or threatens to suspend making payments to all or some of the Company's creditors,
- (l) any action is taken in any jurisdiction which is similar or analogous to any of the foregoing, or
- (m) the Bank has reasonable grounds for believing that any of the foregoing is

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

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Short particulars

imminent,

**"Instalment Credit Agreements"** means the Credit Agreements and the Hiring Agreements,

**"Intellectual Property Rights"** means

- (a) all present and future copyrights, patents, designs, trademarks, service marks, brand names, inventions, design rights, know-how, formulas, confidential information, trade secrets, computer software programmes, computer systems and all other intellectual property rights whatsoever without limitation, whether registered or unregistered, in all or part of the world in which the Company is legally, beneficially or otherwise interested,
- (b) the benefit of any pending applications for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom and all licences in respect of or relating to any intellectual property rights, whether such licences are granted to the Company or granted by the Company,

**"Interests Securities"** means the Charged Securities and all stocks, shares, securities, rights money or property or other assets accruing or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise to or in respect of any of the Charged Securities including without limitation all dividends, interest and other income payable in connection therewith,

**"Non-Vesting Debts"** means all book and other debts which are purchased or purported to be purchased by the Bank pursuant to any debt purchase, invoice discounting or other finance arrangement relating to the purchase of any debts for the time being in force between the Company and the Bank but which fail to vest absolutely and effectively in the Bank for any reason,

**"Planning Acts"** means all legislation from time to time regulating the development, use, safety and control of property including without limitation the Town and Country Planning Act 1990 and any instrument, plan, regulation, permission, and direction made or issued thereunder or deriving validity therefrom,

**"Related Rights"** means in relation to any book or other debts

- (a) all security, bonds, guarantees, indemnities, in relation to such debts,
- (b) the right to demand, sue for, recover, receive and give receipts for all amounts due and to become due under the contract or arrangement under which debts arise,
- (c) the benefit of all covenants and undertakings from, and all causes and rights of action against, the debtor in respect of amount due and to become due under the contract or arrangement under which such debts arise, and
- (d) all ledgers, documents, computer or electronic data (including operating systems) recording or evidencing such debts,

**"Securities"** means all stocks, shares, bonds, certificates of deposit, bills of exchange, depository receipts, loan capital, derivatives (including any currency unit, interest rate or commodity or hedging arrangement) and other securities of any kind (whether in certificated or uncertificated form and whether marketable or otherwise), and

**"Value Added Tax"** includes any other form of sales or turnover tax



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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

- 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 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 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 Taylor Wesley C P X

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

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name UAKG/UPWG

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 London London - Chancery Lane

Telephone +44 (0)207 300 7000



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

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

Make cheques or postal orders payable to 'Companies House'



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

#### For companies registered in England and Wales

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### For companies registered in Scotland:

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](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)



**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. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 1  
SEPTEMBER 2010 AND CREATED BY BIG YELLOW GROUP PLC  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO LLOYDS TSB BANK PLC 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  
4 SEPTEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 SEPTEMBER  
2010



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DX