



Registration of a Charge

Company Name: **ARMADILLO SELF STORAGE LIMITED**

Company Number: **04415675**



Received for filing in Electronic Format on the: **22/01/2024**

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Details of Charge

Date of creation: **11/01/2024**

Charge code: **0441 5675 0047**

Persons entitled: **LLOYDS BANK PLC AS SECURITY AGENT**

Brief description: **NORTH TAY WORKS, LOONS ROAD, DUNDEE, DD3 6AN (TITLE NUMBER ANG30664)**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4415675

Charge code: 0441 5675 0047

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th January 2024 and created by ARMADILLO SELF STORAGE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd January 2024 .

Given at Companies House, Cardiff on 22nd January 2024

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

-
- (1) Armadillo Self Storage Limited
(2) Lloyds Bank Plc
-

Standard Security

North Tay Works, Loons Road, Dundee, DD3 6AN (Title Number ANG30664)

We, **Armadillo Self Storage Limited** (formerly known as HSIL Properties (Self Storage) UK Limited), a company incorporated in England and Wales with company number 04415675, whose registered office was formerly at 12 Charles II Street, London, SW1Y 4QU and is now at 2 The Deans, Bridge Road, Bagshot, Surrey GU19 5AT (the "**Chargor**") considering that:

1.1 Pursuant to the terms of:

1.1.1 an amendment and accession deed dated on or about the date of this standard security and entered into between, amongst others:

1.1.1.1 Big Yellow Group PLC a company incorporated under the Companies Acts (company number 03625199) and having its registered office at Unit 2, The Deans, Bridge Road, Bagshot, Surrey, GU19 5AT (the "**Borrower**"); and

1.1.1.2 Lloyds Bank plc a company incorporated under the Companies Acts under Company Number 00002065 and having its registered office at 25 Gresham Street, London, EC2V 7HN in its capacity as Security Agent under the Debt Documents (who and whose successors, assignees and transferees are herein defined as the "**Security Agent**"),

in relation to a facility agreement dated 18 August 2014 (as the same may be varied, amended, supplemented, restated or novated in any way for the time being, being the "**Facility Agreement**");

1.1.2 an accession letter dated 18 November 2022 and entered into between, amongst others, the Borrower and PGIM, Inc. in relation to a private shelf agreement dated 15 July 2022 (as amended pursuant to an amendment agreement dated on or about the date of this standard security) and made between, amongst others, the Borrower and PGIM, Inc. (the "**Private Shelf Agreement**"); and

1.1.3 the intercreditor agreement dated 18 November 2022 and made between, amongst others, (1) the Chargor and (2) the Security Agent (the "**Intercreditor Agreement**"),

the Senior Creditors have respectively agreed to continue to make available to the Borrower a loan facility and a note purchase facility pursuant to the relevant Debt Documents;

1.2 In accordance with the terms of the Debt Documents the Chargor, has agreed to grant this standard security which is a Security Document for the purposes of the Intercreditor Agreement and a Transaction Security Document for the purposes of the Facility Agreement and the Private Shelf Agreement;

- 1.3 Words and expressions defined in the Intercreditor Agreement shall, unless otherwise defined herein, have the same meanings in this standard security (including the recitals hereto) and the principles of construction set out in clause 1.2 of the Intercreditor Agreement will be construed as references to this standard security;
2. Now therefore the Chargor hereby as primary obligor and not merely as guarantor undertakes to pay, discharge and perform 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 under each or any of the Debt 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 Debt Documents or any other document evidencing or securing any such liabilities (the "**Secured Liabilities**") when due in accordance with the terms of the Debt Documents; For which the Chargor grants a standard security in favour of the Security Agent over ALL and WHOLE North Tay Works, Loons Road, Dundee DD3 6AN being the subjects registered in the Land Register of Scotland under Title Number ANG30664 (the "**Secured Subjects**"): the standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended, and any lawful variation thereof operative for the time being (the "**Standard Conditions**"), as varied by this standard security, shall apply and the Chargor agrees that:
- 2.1 The whole covenants, representations, warranties and undertakings relating to the property and insurances contained in the Facility Agreement and the Private Shelf Agreement shall apply to the Secured Subjects and shall be deemed to be incorporated herein mutatis mutandis and in the event of any conflict between the terms of this standard security (including the Standard Conditions) and the Facility Agreement or the Private Shelf Agreement, the Facility Agreement or the Private Shelf Agreement, as applicable, shall prevail;
- 2.2 Upon the occurrence of an Acceleration Event, the Chargor shall be held to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions whereupon, and without prejudice to all other rights and powers of the Security Agent or otherwise, the Security Agent shall be entitled to enter into possession of the Security Subjects and the Security Agent shall be able to take warrant of summary ejection against the Chargor for the purposes of obtaining such possession.
- 2.3 The security created by this standard security will, at the request and cost of the Chargor, be discharged by the Security Agent when all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full;

- 2.4 The Chargor grants warrandice but excepting therefrom any self-storage licences affecting the Secured Subjects from time to time;
- 2.5 This standard security and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with the law of Scotland;

- 2.6 For the benefit of the Security Agent the Chargor irrevocably agrees that the Court of Session in Edinburgh is to have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with this standard security and that, accordingly, any suit, action or proceedings arising out of or in connection with this standard security ("**Proceedings**") may be brought in that Court and for no other purpose and the Chargor irrevocably prorogates the non-exclusive jurisdiction of that Court and irrevocably waives any objection to Proceedings in that Court on the grounds of venue or on the ground that the Proceedings have been brought in an inconvenient forum; and
- 2.7 The Chargor consents to the registration hereof for preservation and execution: **IN WITNESS WHEREOF** these presents consisting of this and the preceding 2 pages are executed as follows:-

SUBSCRIBED by Armadillo Self Storage Limited

At: *Pinna, HAS*
On: *1 December 2023*

By: *John Angus Thomas*
Director (Full Name)

before this witness

Witness (Full Name) *MARIL BROWN*

Witness address

Director (Signature)

Witness (Signature)