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COMPANIES FORM No. 395

Particulars of a mortgage or charge

00400074

395

Please do not write
in this margin

Pursuant to section 395 of the Companies Act 1985

CHA 287

Please complete
legibly, preferably
in black type, or
bold block
lettering

To the Registrar of Companies

For official use

Company number

05166173

Name of company

* .Big Yellow Self Storage Company Limited (the "Company")

* insert full name
of company

Date of creation of the charge

12 January 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

Legal charge given by the Company (the "Legal Charge")

Amount secured by the mortgage or charge

Presentor's name address and
reference (if any):

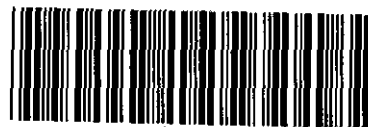
Norton Rose
Kempson House
Camomile Street
London EC3A 7AN

EEH/AA73256/#5531105v.1

Time critical reference

For official Use
Mortgage Sec

MONDAY



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LDZJFMFW

22/01/2007

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COMPANIES HOUSE

Amount secured by the mortgage or charge

All moneys and all obligations and liabilities from time to time now or hereafter due, owing or incurred by the Company (when the same become due for payment or discharge) under or pursuant to the following documents (together, and each as it may from time to time be amended, varied, novated, supplemented or replaced, the "Finance Documents") namely:

- (i) the facility agreement dated 4 May 2004 and made between Big Yellow Group plc as principal borrower (the "Principal Borrower") (1), the subsidiaries of the Principal Borrower (including the Company) listed in Part I of Schedule 1 to such facility agreement as original guarantors (2), The Royal Bank of Scotland plc, The Governor and Company of the Bank of Ireland and Barclays Bank plc as mandated lead arrangers (3), the Security Agent (as defined below) as agent and security agent (4) and the financial institutions listed in Part II of Schedule 1 to such facility agreement as original lenders (5) as amended and restated by supplemental agreements dated 30 September 2004 and 4 April 2005 as further amended by a letter dated 5 January 2006, as further amended and restated on 31 March 2006 and as further amended by a letter dated 11 January 2007 (the "Facility Agreement");
- (ii) a debenture dated 2 June 2004 between BYSSCo Limited and the Security Agent;
- (iii) a debenture dated 2 June 2004 between Big Yellow Self Storage Company 3 Limited and the Security Agent;
- (iv) a debenture dated 2 June 2004 between Big Yellow Self Storage Company 4 Limited and the Security Agent;
- (v) a debenture dated 2 June 2004 between Big Yellow Self Storage Company 5 Limited and the Security Agent;
- (vi) a debenture dated 2 June 2004 between Big Yellow Self Storage Company 6 Limited and the Security Agent;
- (vii) a debenture dated 2 June 2004 between Big Yellow Self Storage Company 7 Limited and the Security Agent;
- (viii) a legal mortgage dated 26 August 2004 between BYSSCo Limited and the Security Agent;
- (ix) a debenture dated 30 September 2004 between the Company and the Security Agent;
- (x) a legal charge dated 17 February 2005 between the Company and the Security Agent;
- (xi) a legal charge dated 9 May 2005 between the Company and the Security Agent;
- (xii) a legal charge dated 25 June 2005 between the Company and the Security Agent;
- (xiii) a legal charge dated 30 June 2005 between the Company and the Security Agent;
- (xiv) a legal charge dated 1 July 2005 between the Company and the Security Agent;

Amount secured by the mortgage or charge

- (xv) a legal charge dated 18 August 2005 between the Company and the Security Agent;
- (xvi) a legal charge dated 14 September 2005 between the Company and the Security Agent;
- (xvii) a legal charge dated 25 October 2005 between the Company and the Security Agent;
- (xviii) a legal charge dated 20 December 2005 between the Big Yellow Self Storage Company 3 Limited and the Security Agent;
- (xix) a debenture dated 5 January 2006 between Big Yellow Self Storage Company 1 Limited and the Security Agent;
- (xx) a debenture dated 31 March 2006 between Big Yellow Self Storage Company 8 Limited and the Security Agent;
- (xxi) a debenture dated 31 March 2006 between BYRCo Limited and the Security Agent;
- (xxii) a legal charge dated 4 April 2006 between Big Yellow Self Storage Company 5 Limited and the Security Agent;
- (xxiii) a legal charge dated 4 April 2006 between the Company and the Security Agent;
- (xxiv) a legal charge dated 10 November 2006 between the Company and the Security Agent in respect of the Company's leasehold interest in land and buildings at 1 Gelderd Place, Leeds;
- (xxv) a legal charge dated 10 November 2006 between Big Yellow Self Storage Company 5 Limited and the Security Agent in respect of Big Yellow Self Storage Company 5 Limited's freehold interest in land and buildings at 149 Scrubs Lane, London;
- (xxvi) a legal charge dated 10 November 2006 between the Company and the Security Agent in respect of the Company's leasehold interest in land and buildings at 1 Croydon Road, Kent;
- (xxvii) a legal charge dated 10 November 2006 between Big Yellow Self Storage Company 4 Limited and the Security Agent;
- (xxviii) a legal charge dated 10 November 2006 between the Company and the Security Agent in respect of the Company's leasehold interest in Unit 1, Hook Rise Business Park, Surbiton;
- (xxix) a legal charge dated 10 November 2006 between Big Yellow Self Storage Company 7 Limited and the Security Agent;
- (xxx) a legal charge dated 10 November 2006 between Big Yellow Self Storage Company 5 Limited and the Security Agent in respect of Big Yellow Self Storage Company 5 Limited's freehold interest in land and buildings at Unit 1, Hook Rise Business Park, Surbiton;
- (xxxi) a legal charge dated 10 November 2006 between the Company and the Security Agent in respect of the Company's leasehold interest in land and buildings at 149 Scrubs Lane,

Amount secured by the mortgage or charge

London;

(xxxii) the Legal Charge;

(xxxiii) a legal charge dated 12 January 2007 between BYSSCo Limited and the Security Agent; and

(xxxiv) such other documents which are from time to time entered into by the Principal Borrower or any of its subsidiaries (the "Group") in favour of the Security Agent as security for all moneys and liabilities due, owing or incurred by any member of the Group under the Finance Documents,

the documents in (ii) to (xxxiv) (inclusive) above being the "Security Documents";

(xxxv) the fee letter dated 26 May 2004 between the Security Agent and the Principal Borrower;

(xxxvi) the fee letter dated 30 September 2004 between the Security Agent and the Principal Borrower;

(xxxvii) the fee letter dated 4 April 2005 between the Security Agent and the Principal Borrower;

(xxxviii) the fee letters dated 31 March 2006 between the Security Agent and the Principal Borrower;

(xxxix) any accession letter substantially in the form set out in Schedule 6 to the Facility Agreement;

(xxxx) any resignation letter substantially in the form set out in Schedule 7 to the Facility Agreement;

(xxxxi) each interest rate swap or other hedging arrangement entered into pursuant to the Facility Agreement;

(xxxxii) any other document designated as a Finance Document by the Security Agent in its capacity as agent and the Principal Borrower; and

(xxxxiii) the supplemental agreements dated 30 September 2004, 4 April 2005 and 31 March 2006 between, amongst others, the Principal Borrower and the Security Agent as agent and security agent,

together with:

(a) any interest at the rate(s) charged to the Company under the Finance Documents from time to time ("Interest"); and

(b) all expenses (on a full indemnity basis) incurred by the Security Agent or any one or more

Amount secured by the mortgage or charge

receivers and/or managers or administrative receivers appointed by the Security Agent pursuant to the Security Documents at any time in connection with the Properties, the Charged Assets, the Goodwill (each as defined below) or the Company's obligations secured by the Legal Charge or in taking or perfecting the Legal Charge or in preserving, defending or enforcing the security created by the Legal Charge or in exercising any power under the Legal Charge or otherwise, with Interest from the date such expenses are incurred.

Names and addresses of the mortgagees or persons entitled to the charge

The Royal Bank of Scotland plc of 135 Bishopsgate, London EC2M 3UR (the "Security Agent") on behalf of itself and the banks and financial institutions from time to time parties to the Finance Documents.

Short particulars of all the property mortgaged or charged

1. The Legal Charge creates a legal mortgage of all legal interests and otherwise by way of fixed charge over the following freehold and leasehold properties (the "Properties") (to the full extent of the Company's interest in each Property or its proceeds of sale) being land and buildings at:

(i) Unit A, Eastern Approach, 25 Alfreds Way, Barking IG11 0TJ (Land Registry Title No. EGL437834);

(ii) Units 1 & 2 York Business Centre, York Road SW11 3RX (Land Registry Title No. TGL204479);

(iii) Land on the south east side of Croydon Road, Elmers End, Beckenham (Title No. to be allocated by the Land Registry in respect of a 999 year lease);

(iv) Old Ford Road, Poplar, London E3 2JH (freehold Land Registry Title No. to be allocated) and West side of Wick Lane, London (leasehold Land Registry Title No. to be allocated in respect of a 955 year lease);

(v) Land and Buildings at Coombe Road, Brighton (Land Registry Title No. to be allocated in respect of a 999 year lease);

(vi) West side of Cray Avenue, St Mary Cray, Orpington (Land Registry Title No. to be allocated by Land Registry in respect of a 999 year lease);

(vii) 65 Penarth Road, Cardiff CF10 5DL and land and buildings on the east side of Curren Embankment (Land Registry Title No. to be allocated in respect of a 999 year lease);

(viii) Unit 5, Robjohns Road, Chelmsford CM1 3AG (Land Registry Title No. EX706238)

(ix) Land at Princess Elizabeth Way, Cheltenham (Land Registry Title No. GR273445);

(x) Bruff Close, Mile End, Colchester (Land Registry Title No. to be allocated in respect of a 999 year lease);

(xi) 202-216 (even) Thornton Road, Thornton Heath (Land Registry Title No. to be allocated in respect of a 999 year lease);

(xii) 447 High Road, North Finchley N12 0AZ and land lying to the west of High Road

Short particulars of all the property mortgaged or charged

(Land Registry Title No. to be allocated in respect of a 999 year lease);

(xiii) Unit 1 Cobbett Park, Slyfield Industrial Estate, Guildford GU1 1RU (Land Registry Title No. SY725035);

(xiv) Plot A Quill Street, Hangar Lane, Ealing (Land Registry Title No. to be allocated in respect of a 999 year lease);

(xv) Land on the south east side of Gelderd Road, Leeds (Land Registry Title No. to be allocated in respect of a 999 year lease);

(xvi) Kern House, 149 Scrubs Lane London NW10 6RH (Land Registry Title No. to be allocated in respect of a 999 year lease);

(xvii) Land and buildings at Caleb Close, Luton (Land Registry Title No. to be allocated in respect of a 999 year lease);

(xviii) Land and buildings on the north east side of Snowdon Drive, Winter Hill Industrial Estate, Milton Keynes (Land Registry Title No. to be allocated in respect of a 999 year lease);

(xix) Units 1, 2 and 3 Wyvern Estate, Beverley Way, New Malden KT3 4PH (Land Registry Title No.s SGL396884, SGL398861, SGL650320, SGL632300 and SGL650321);

(xx) Unit A Taurus, Peterley Road, Oxford OX4 2TZ (Land Registry Title No. ON240188);

(xxi) 8-9 Fratton Industrial Estate, Rodney Road, Portsmouth (Land Registry Title No. to be allocated in respect of a 999 year lease);

(xxii) Land on the east side of Victoria Villas, Richmond TW9 2JX (Land Registry Title No. to be allocated in respect of a 999 year lease);

(xxiii) 111 Whitby Road Trading Estate, Slough SL1 3DR (Land Registry Title No. BK360914);

(xxiv) North side of Southend Arterial Road, Eastwood (Land Registry Title No. to be allocated in respect of a 999 year lease);

(xxv) Unit 1, Hook Rise Business and Industrial Park, Hook Rise South, Surbiton KT6 7LD (Land Registry Title No. to be allocated in respect of a 999 year lease);

(xxvi) Land and buildings on the north west side of Drakes Way, Swindon (Land Registry Title No. to be allocated in respect of a 999 year lease);

(xxvii) West side of Garratt Lane, London SW18 4DJ (Land Registry Title No. to be allocated in respect of a 999 year lease);

(xxiii) Land at Whippendell Road, Watford (Land Registry Title No. to be allocated in respect of a 999 year lease);

(xxix) Land on the east side of Knights Hill, West Norwood (Land Registry Title No. to be allocated in respect of a 999 year lease);

(xxx) Unit 1, 1000 North Circular Road, Willesdon NW2 7JP (Land Registry Title No.

Short particulars of all the property mortgaged or charged

NGL794519); and

(xxxi) Brooklands House, 113-115 Oyster Lane, Byfleet KT14 7JZ (Land Registry Title No. to be allocated in respect of a 999 year lease).

2. The Legal Charge creates fixed charges over the following assets of the Company (the "Charged Assets"):

(a) all the fixtures and fittings of the Company from time to time attached to the Properties;

(b) all the plant and machinery, vehicles and computer equipment of the Company present and future at the Properties not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts;

(c) all furniture, furnishings, equipment, tools and other chattels of the Company now and in the future at the Properties and not regularly disposed of in the ordinary course of business; and

(d) the present and future goodwill of any business carried on at the Properties by or on behalf of the Company (the "Goodwill"), all rents receivable from any lease granted out of the Properties and the proceeds of any insurance from time to time affecting the Properties or the Charged Assets.

3. The Legal Charge contains a covenant by the Company that, save as permitted under the Facility Agreement, it will not without the previous written consent of the Security Agent:

(a) create or permit to arise any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or other agreement or arrangement having similar effect on the Properties, the Charged Assets or the Goodwill; or

(b) dispose of the Properties, any Charged Assets or the Goodwill (other than pursuant to a storage licence granted in the ordinary course of trading).

Particulars as to commission allowance or discount (note 3)

Nil

Signed Norton Rose

Date 19 January 2007

On behalf of mortgagor/chargee

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be

accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.

- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 05166173

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 12th JANUARY 2007 AND CREATED BY .BIG YELLOW SELF STORAGE COMPANY LIMITED FOR SECURING ALL SUMS DUE, OR TO BECOME DUE UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd JANUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th JANUARY 2007.

A handwritten signature in black ink, appearing to read 'Pargell'.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —