97958026

In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge

iris LASERFORM

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 re particulars of a charge for a S company To do this, please u form MG01s

TUESDAY

A1ECY9FE
A04 31/07/2012 #72
COMPANIES HOUSE

For official use

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

1 Company details

Company number: 0 2 9 2 9 0 9 0

Company name in full: 1 Big Self Storage Limited (the "Chargor")

2 Date of creation of charge

Date of creation: d2 d7 m0 m7 y2 y0 y1 y2

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 (the "Debenture")

4 Amount secured

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

Amount secured:

(A) All moneys and all liabilities now or hereafter due, owing or incurred by the Chargor to the Lender as security trustee and its subsidiaries for the time being (the "Group Members") (or any of them) when the same become due for payment or discharge whether by acceleration or otherwise, and whether express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to the Group Members (or any of them) or purchased or otherwise acquired by them or it,

Please see attached continuation sheet

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

MG01
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	Santander UK plc (the "Lender")
Address	Wales Corporate Banking Centre, 9 Queen Street
	Cardiff
Postcode	C F 1 0 2 U D
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

(A) As a continuing security by way of legal mortgage each of the properties (the "Properties") specified in the schedule below together with all buildings, fixtures and fixed plant and machinery on such property, the proceeds of sale of the whole or any part of such property and all rights appurtenant to or benefiting any such property (each a Property) and all estates or interests in any freehold, leasehold or commonhold property in England and Wales now belonging to the Chargor

Please see attached continuation sheet

MG01
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 870)

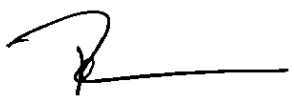
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate 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)

9 Signature

Please sign the form here

Signature

Signature

X  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 Simon Pickett

Company name Beachcroft LLP

Address Portwall Place

Portwall Lane

Post town Bristol

County/Region

Postcode B S 9 9 7 U D

Country

DX DX 7846 Bristol

Telephone 0117 918 2036

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 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

MG01 - continuation page

Particulars of a mortgage or charge

4 Amount secured

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

Amount secured

(A) CONT
denominated in sterling or in any other currency, or incurred on any bank account or in any other manner whatsoever, together with interest (both before and after judgement) to the date of payment at such rates and on such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Group Members (or any of them) in relation to any such moneys or liabilities or generally in respect of the Chargor

(B) Interest on any amounts payable under the Legal Charge from the due date up to the date of actual payment (both before and after judgment) at the highest rate of interest described in the finance documents (the "Finance Documents") governing the secured liabilities described in (A) and (B) (the "Secured Liabilities"), such interest (if unpaid) being compounded monthly

In accordance with Section 860 of the Companies Act 2006

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

CONT

(B) As continuing security by way of fixed charge

- (to the extent that they are not the subject of an effective mortgage under paragraph A above) all estates or interests in any freehold, leasehold or commonhold property in England and Wales now or hereafter belonging to the Chargor,
- all other interests belonging to the Chargor in or over land or the proceeds of sale of land and all licences now or in the future held by it to enter on or use land,
- the benefit of all other agreements relating to each Property to which the Chargor is or may become a party or otherwise entitled,
- all plant, machinery and equipment owned by the Chargor and its interest in any plant, machinery and equipment in its possession,
- the Chargor's rights under the appointment of any managing agent of any of the Properties,
- all the Chargor's, title and interest in all contracts of policies of insurance in which the Chargor has an interest,
- the Chargor's shares, stocks, debenture security, securities, bonds and investments of any type whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22, and as defined in Part II of Schedule 2 of the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Chargor or by a trustee or clearance system or nominee ("Investments") together with in respect of any Investment all moneys paid or payable in respect of that Investment (whether as income, capital or otherwise), all shares, investments or other assets derived from that Investment and all rights derived from or incidental to that Investment,
- any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered and the benefit of all applications and rights to use such assets of the Chargor,
- the amount from time to time standing to the credit of any account of the Chargor with any bank, financial institution or other person,
- all of the Chargor's book and other debts and their proceeds and all monies due and owing to it together with the full benefit of
  - any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect ("Security"),
  - any instruments, guarantees, indemnities and other assurances against financial loss and any other documents which contain or evidence an obligation to pay or discharge any liabilities of any person, and
  - other rights relating to any of the foregoing,
- all the Chargor's goodwill and uncalled capital,
- the benefit of any authorisation, consent, approval, resolution, licence, exemption, filing or registration ("Authorisations") held in connection with the Chargor's business or the use of all the undertaking, property and assets of the Chargor described in paragraph (A) above, this paragraph (B) and paragraphs (C) and (D)

In accordance with Section 860 of the Companies Act 2006

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

below including any part thereof and any interest therein ("Charged Assets") and the right to recover and receive all compensation which may be payable to it in respect of such Authorisations or the Charged Assets, and

- if and in so far as any assignment in paragraph C below shall for any reason be ineffective as an assignment, the assets referred to in that paragraph

(C) As a continuing security for the payment and discharge of the Secured Liabilities all the Chargor's rights, title and interest both present and future in and to

- the aggregate of all amounts payable to, or for the benefit or account of, the Chargor in connection with the letting or permitted third party occupation or use of the whole or any part of a Property and all the Chargor's other rights, title and interest under each agreement for lease or licence or any occupational lease or licence to which a Property may be subject for the time being and in respect of which the Chargor is landlord or licensor, and
- any agreement or instrument entered into by the Chargor in order to hedge its exposure to fluctuations in exchange or interest rates and any other instrument evidencing a futures or treasury transaction

(D) As a continuing security for the payment and discharge of the Secured Liabilities by way of floating charge all its undertaking, property and assets whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge pursuant to paragraphs A, B or C above

THE SCHEDULE

Trafalgar House, Princess Margaret Road, East Tilbury, Essex	Title Numbers EX658756

NOTE

(A) The Chargor shall not create or permit to subsist any Security over any of its assets, other than

- any Security granted in favour of the Lender,
- any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Chargor,
- any netting or set-off arrangement entered into by the Chargor in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances,
- any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to the Chargor in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by the Chargor, or
- any Security permitted by the Lender in writing ("Permitted Security")

(B) The Chargor will not, without the prior written consent of the Lender set off, vary, postpone or release any of the book and other debts and their proceeds and all monies due and owing to it together with

In accordance with Section 860 of the Companies Act 2006

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

the full benefit of all Security, Collateral Instruments and other rights relating to any of the foregoing or do or omit to do anything which may delay or prejudice the full recovery of any Debt

(C)

- The Chargor will not without the prior written consent of the Lender, (whether by a single transaction or a series of related or unrelated transactions and whether at the same time or over a period of time) sell, transfer, lease or otherwise dispose of any of the Charged Assets (other than those in paragraph D above ("Floating Charge Assets")) or agree to do so,
- The Chargor will not dispose of any Floating Charge Assets other than in the ordinary course of its business
- The Chargor shall not, other than as permitted in the Finance Documents, exercise any of the powers of leasing or of accepting surrenders of leases conferred by sections 99 and 100 of the Law of Property Act 1925 or by common law or vary any lease or tenancy agreement or reduce any sum payable under the same

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 2929090
CHARGE NO. 8

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED 27 JULY 2012 AND CREATED BY 1 BIG SELF STORAGE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SANTANDER UK PLC AS SECURITY TRUSTEE AND ITS SUBSIDIARIES FOR THE TIME BEING (THE GROUP MEMBERS) (OR ANY OF THEM) 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 31 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 AUGUST 2012

Companies House
— for the record —

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES