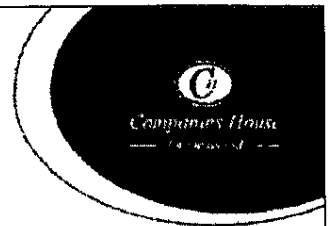


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MG01

Particulars of a mortgage or charge



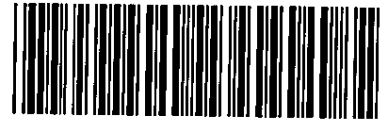
A fee is payable with this form

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 on
Scottish company property. To
register a charge on Scottish company
property please use MG01s

TUESDAY



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09/03/2010

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COMPANIES HOUSE

1

Company details

Company number 0 4 1 8 4 6 8 2

Company name in full Safestore Bermondsey Limited (the "Chargor")

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 *

2

Date of creation of charge

Date of creation 0 3 / 0 3 / 2 0 1 0

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 dated 3 March 2010 between the Chargor and The Royal Bank of Scotland plc as
security trustee for itself and each of the Secured Parties (the "Security Trustee") (the
"Debenture")

4

Amount secured

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

Amount secured Please see attached Continuation Page

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

The Royal Bank of Scotland plc

Address

36 St Andrew Square

Edinburgh

Postcode

E H 2 2 Y B

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 attached Continuation Page

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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 <ul style="list-style-type: none">- 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	
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 accept a verified copy where section 867(2) applies (property situated in another part of UK).	
9	Signature Please sign the form here Signature <div style="text-align: center;"></div> 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 Suggen Dosanjh

Company name Pinsent Masons LLP

Address CityPoint

One Ropemaker Street

Post town London

County/Region

Postcode

E	C	2	Y	9	A	H
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County

DX 119516 Finsbury Square

Telephone 0207 667 003



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 the 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
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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

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

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity) of each Obligor and each grantor of a security interest to the Secured Parties (or any of them) under any of the Finance 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 Finance Documents or any other document evidencing or securing any such liabilities (the "**Secured Liabilities**")

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

1 SECURITY

1 1 Land

As security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charged to the Security Trustee

1 1 1 **The Properties:** by way of first legal mortgage all of its right, title and interest as at the date of the Debenture in the Properties (other than any Properties in Scotland), and

1 1 2 **Other land:** by way of first fixed charge all of its other rights (to the extent not effectively charged by Clause 3 1(a)) of the Debenture (set out in paragraph 1 1 1 above) in any land (other than any land in Scotland),

(together the "**Mortgaged Properties**") in each case together with all of its rights in all buildings, structures, erections, fixtures and fittings (including trade fixtures and fittings but excluding fixtures which any tenant would be entitled to remove from any such Mortgaged Property upon the expiration of any Occupational Lease or sooner) from time to time on any of the Mortgaged Properties and any proceeds of disposal of any of the Mortgaged Properties

1 2 Assignments

As security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee assigned and agreed to assign absolutely to the Security Trustee (subject to re-assignment on final and unconditional discharge of the Secured Liabilities)

1 2 1 **Rental income:** all of its rights in each amount payable to or for the benefit or account of the Chargor in connection with the letting and/or licensing of all or any part of its Property, including rent (and any amount equivalent to rent), however described, reserved or made payable under any Occupational Leases,

1 2 2 **Occupational Leases and other documents:** all of its other rights under any Occupational Leases and to the extent that the Chargor is entitled under the terms of such report to do so, all of its rights under any environmental, building, structural or other report (including the Reports) relating to any of the Security Assets (including any furnished as conditions precedent pursuant to Clause 4 (*Conditions of Utilisation*) of the Facility Agreement),

1 2 3 **Insurance:** all of its rights in any contracts of insurance, including those relating to the Mortgaged Properties, and

1 2 4 **Hedging Agreements:** all of its rights under any Hedging

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

Agreements

For the avoidance of doubt, the Chargor shall remain liable (and neither the Security Trustee nor any other Secured Party shall in any way become liable) in respect of its obligations under each of the Assigned Documents

1 3

Fixed charges

As security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charged to the Security Trustee by way of first fixed charge

1 3 1 **Chattels:** all of its rights in any plant, machinery, vehicles, equipment and other chattels (but excluding its stock-in-trade),

1 3 2 **Goodwill:** its goodwill and uncalled capital from time to time and all of its rights to future calls in respect of capital,

1 3 3 **Bank accounts:** all of its rights in any credit balances on the Assigned Account and any other bank accounts and the indebtedness represented by those accounts,

1 3 4 **Book and other debts:** all of its rights in any book and other debts, revenues and claims (and their respective proceeds) and the benefit of all security, guarantees and other rights of any nature enjoyed or held by it in relation to any of them,

1 3 5 **Shares:** all of its rights in any shares, stocks, debentures, bonds and other investments or securities of any kind, together with any associated dividends, interest and other assets and all of its other rights in any company, firm, consortium, joint venture or entity,

1 3 6 **Intellectual property rights:** all of its rights in any intellectual property, including any present and future patents, patent applications, trade and service marks, trade names, registered designs, confidential information, know how and copyrights (including those in computer software) and in any licences and ancillary and connected rights relating to intangible property,

1 3 7 **Licences:** all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Security Assets and all of its rights in connection with them, and

1 3 8 **Other documents:** all of its rights in any agreements, reports and other documents from time to time relating to all or any part of the Security Assets, other than those assigned pursuant to Clause 3 2 (*Assignments*) of the Debenture (set out in paragraph 1 2 above)

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

1 4 Floating charge

As security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charged to the Security Trustee by way of first floating charge all of its assets from time to time not from time to time mortgaged, charged or assigned pursuant to Clauses 3 1 (*Land*) to 3 3 (*Fixed charges*) of the Debenture (as set out in paragraphs 1 1 to 1 3 above) (including all of its rights in any land in Scotland)

2 NEGATIVE PLEDGE

The Chargor has covenanted that it will not create or permit to subsist any Security over any of the Security Assets, except as expressly permitted under the terms of the Facility Agreement

3 QUALIFYING FLOATING CHARGE

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by the Debenture

Definitions

"**Additional Borrower**" means a company which becomes a Borrower in accordance with the Facility Agreement

"**Additional Guarantor**" means a company which becomes a Guarantor in accordance with the Facility Agreement

"**Assigned Account**" means the Mandatory Prepayment Account as such term is defined in the Facility Agreement

"**Assigned Documents**" means the documents the rights under which are assigned pursuant to Clause 3 2 (*Assignments*) of the Debenture (as set out in paragraph 1 2 above)

"**Borrower**" means an Original Borrower or an Additional Borrower, unless in either case it has ceased to be a Borrower in accordance with the Facility Agreement

"**Facilities**" has the meaning given in the Facility Agreement

"**Facility Agreement**" means a facility agreement dated on or about the date of the Debenture and made between, among others, the Chargor and others as borrowers and guarantors, and the Security Trustee

"**Finance Documents**" has the meaning given in the Facility Agreement

"**Floating Charge Asset**" at any time means a Security Asset which is at that time only subject to the floating charge created by Clause 3 4 (*Floating charge*) of the Debenture (as set out in paragraph 1 4 above)

"**Guarantor**" means an Original Guarantor or an Additional Guarantor, unless it

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

has ceased to be a Guarantor in accordance with the Facility Agreement

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by any Borrower and a Hedge Counterparty (as defined in the Facility Agreement) for the purpose of hedging interest rate liabilities in relation to any or all of the Facilities

"Insolvency Act 1986" means the Insolvency Act 1986, where applicable as amended by the Enterprise Act 2002

"Obligor" means the Chargor, a Borrower or a Guarantor

"Occupational Lease" means any lease, underlease, tenancy, licence or other right of occupation from time to time created (whether by the Chargor or otherwise) or subsisting directly or indirectly out of any interest of the Chargor in its Properties

"Original Borrower" means those companies listed in Schedule 1, Part 1 of the Facility Agreement

"Original Guarantor" means those companies listed in Schedule 1, Part 2 of the Facility Agreement

"Parent" means Safestore Holdings plc, a company registered in England (number 4726380) with registered office at Brittan House, Stirling Way, Borehamwood, Hertfordshire WD6 2BT

"Properties" means the properties, brief details of which are set out in Parts 1 and 2 of Schedule 2 of the Debenture (as set out in Schedule 1 below) (and any other freehold or leasehold property which is from time to time designated in writing as forming part of the Properties by the Security Trustee and the Parent), **"Property"** means any of them and any reference to one or more of the Properties includes all or any part of it or each of them and in relation to the Chargor, **"its Property"** or **"its Properties"** means the Property or Properties owned by it from time to time

"Reports" means the Environmental Report, the Insurance Report, the Legal Due Diligence Report, the Notaries Due Diligence Report and the Initial Valuations (each as defined in the Facility Agreement)

"Secured Parties" means each Finance Party from time to time party to the Facility Agreement, any Hedge Counterparty, any Receiver and any Delegate (each as defined in the Facility Agreement)

"Security" means a mortgage, charge, pledge, lien, standard security, assignation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Assets" means the Mortgaged Properties, the Assigned Documents, the Shares and the other assets from time to time the subject of the Debenture, **"Security Asset"** means any of them and any reference to the Security Assets includes all or any of them

"Shares" means the shares and other assets referred to in, and the rights of the

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

Chargor in which are charged pursuant to, Clause 3 3(e) (*Shares*) of the Debenture (as set out at paragraph 1 3 5 above) and in relation to the Chargor "**its Shares**" means those Shares in respect of which it has charged its rights pursuant to that Clause, including any in which it has a beneficial interest but not legal title

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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

SCHEDULE 1 - PROPERTIES

PART 1

	Store Name	Property Description	Title No	Registered Proprietor/ Owner	Tenure
1	Acton	5-10 Eastman Road, Acton, London W3 7YG	NGL339040	Spaces Personal Storage Limited (Company No 03512289) ("SPSL")	Freehold ("F/H")
2	Alexandra Palace	118 Priory Road, Alexandra Palace, London N8 7HP	EGL175049	SPSL	F/H
3	Anerley	Station Road, Anerley, London, SE20 8QA	SGL240347	SPL	L/H
4	Barking	Land and buildings at Maybell's Commercial Estate, Ripple Road, Barking, IG11 0TT	EGL558470	SPL	L/H
5	Basildon	South East side of Howards Chase, Pipp's Hill, Basildon, Essex SS14 3BB	EX670163	SPSL	Leasehold ("L/H")
6	Bath	Bellotts Road, Twerton, Bath BA2 3RT	AV22570	Safestore Properties Limited (Company No 03146412) ("SPL")	F/H
7	Battersea Ingate	Battersea Ingate and Abbey Business Centre, Ingate Place, Battersea, London, SW8 3NS	1 LN158013	SPL	1 L/H
			2 LN168900		2 F/H
8	Battersea Lombard	19 Lombard Road, Battersea SW11 3RH	1 TGL117954 2 TGL174640 3 371270 4 TGL154627 5 TGL270281	SPSL	F/H

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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

9	Bedford	Land and buildings on the south side of Elstow Road, Kempston, Bedford MK42 9QZ	BD136936	SPL	F/H
10	Birmingham Central	International House, Staniforth Street, Birmingham, B4 7DN	1 WK121227 2 WM124657	SPL	F/H
11	Borehamwood	Brittanica House, Sterling Way, Borehamwood, Hertfordshire WD6 2BT	HD391408	SPSL	L/H
12	Bounds Green	Bounds Green Industrial Estate, Friern Barnet, London, N11 2UD	AGL210731	SPL	F/H
13	Bristol Filton	Plot 100, North Bristol Park, North Gloucester Road, Bristol, BS34 7QG	GR310266	SPL	F/H
14	Bristol Ashton Gate	10 Clift House Road, Ashton Gate, Bristol BS3 1RX	BL77938	SPL	L/H
15	Bristol Pennywell II	78-86 Pennywell Road, Old Market, Bristol BS5 0TG	AV647	SPL	F/H
16	Burnley 1	Unit C, Brindley Close, Network 65 Business Park, Burnley BB11 5TD	Unregistered Lease – 5 December 2001 between (1) Barnfield Holdings Limited and (2) Simon Hindle and Deborah Edington Reversionary Lease – registered under title LAN65742	SPL	L/H
17	Bury	Land and Buildings on the East Side of Back Crostons Road, Bury, Lancashire, BL8 1AF	GM964206 GM247223 GM247224 GM176091 GM237153 GM315652 GM270121 GM815944	SPL	L/H L/H F/H F/H F/H F/H F/H
18	Camden	Lower Ground Floor, 155 Chalton Street, Camden,	NGL890171 NGL838473	SPL	L/H

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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

		London NW1 1NR			
19	Cardiff Central	Units 1 and 2 Davis Street, Cardiff CF24 2FU	WA701804	SPSL	L/H
20	Cardiff Newport Road	356 Newport Road, Cardiff CF23 9AE	WA449082 WA184496 WA279637	SPL	F/H
			WA184495 WA278327	SPL	L/H
21	Charlton	Unit 6, Charlton Gate Business Centre, Anchor & Hope Lane, Charlton, London, SE7 7RX	TGL239326	SPSL	L/H
22	Cheetham Hill	202-208 Cheetham Hill Road, Cheetham Hill, Manchester, M8 8LW	1 GM1997 2 GM689684 3 LA332072 4 LA4456 5 LA378886 6 GM5349 7 LA332073	SPL	F/H
23	Chingford	Shadbolt Avenue, Chingford, London, E4 8PZ	EGL546843 EGL546844	SPL	F/H
24	Clapham	Timbermill Way, Gauden Road, London, SW4 6LY	TGL293229	SPL	F/H
25	Coventry	Unit 1 Cyan Business Park, Phoenix Way, Coventry, CV6 6GE	WM887716	SPL	L/H
26	Crawley	Land and buildings to the east of Stephenson Way, Three Bridges, Crawley, RH10 1TZ	WSX84716	SPL	F/H
27	Crayford	The leasehold land known as Unit V, Acorn Industrial Park, Crayford Road, Dartford, DA1 4AL comprised in a lease dated 24 February 2010 and made between (1) Seput Nominees 75	[Registration pending]	SPL	L/H

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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

		Limited (2) SPL and (3) the Parent			
28	Croydon	Unit 5 Imperial Way, Croydon, Surrey, CR0 4RR	SGL524462	SPL	L/H
29	Digbeth Store and Business Centre	Elite House/70 Warwick Street, Warwick, Birmingham B12 0NY Unit 4 Clyde Street, Digbeth, Birmingham B12 0NY	WK122818	SPL	F/H
30	Dunstable	318 High Street North, Dunstable, LU6 1BE	BD183832	SPSL	F/H
31	Earls Colne	Unit 3 Earles Colne Business Park, Earls Colne, Essex	EX404280	Mentmore Limited	L/H
32	Earls Court	29 Seagrave Road, London, SW6 1RP	1 NGL14097 2 NGL29782	SPL	F/H
33	Eastbourne Brampton	Unit 2 Brampton Business Park Moy Avenue, Eastbourne, East Sussex, BN22 8LP	ESX305257	SPL	F/H
34	Edgware	47 and 47A High Street, Edgware HA8 7DD	NGL302163	SPSL	F/H
35	Enfield North	760 Great Cambridge Road, Enfield EN1 3RN	MX500011	SPSL	F/H
36	Enfield South	28 Great Cambridge Road, Enfield, Middlesex, EN1 1UT	EGL383728	SPL	L/H
37	Feltham	Unit 14 Marlin Park, Central Way, Feltham, London TW14 0AN	AGL148773	SPL	F/H
38	Fulham	37 Munster Road, Fulham, London SW6 4ER	162743	Metrostore Group Limited (Company No 02771451)	F/H

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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

39	Guilford	Unit 6 Cobbett Park, Moorfield Road, Guildford, GU1 1RU	SY759218	SPL	L/H
40	Hanworth	Unit 2 The Links Industrial Estate, Popham Close, London, TW13 6JE	AGL181888	SPL	L/H
41	Hayes	Land and building at 4 Bilton Way, Hayes, Middlesex, UB3 3NF comprised in a lease dated 10 June 2009 between (1) Bilton PLC and (2) SPL	Completed and pending registration at the Land Registry	SPL	L/H
42	High Wycombe	The Valley Warehouse, 77-83 Desborough Road, High Wycombe, Buckinghamshire HP11 2PR	BM274750	SPSL	L/H
43	Holloway	451/453 Holloway Road, Holloway, London N7 6NZ	NGL419174	SPL	F/H
44	Ilford	778-784 High Road, Goodmayes, Essex IG3 8SY	EX64181	SPSL	F/H
45	Ipswich	Unit 1, 38-40 White House Road, Ipswich, Suffolk, IP1 5NX	SK305217	SPL	F/H
46	Leeds Bridge Street	Land on the north side of New York Road and the north side of Trafalgar Street, Leeds, West Yorkshire LS2 7QZ	WYK75942	SPL	F/H
47	Leeds York Road	48/50 York Road, Leeds, LS9 8SY	WYK597891	SPL	F/H
48	Leicester	Abbey Lane, Leicester, LE4 5QU	LT417785	SPL	F/H

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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

49	Liverpool and Queens Dock Business Centre	Queens Dock Business Centre, Jordan Street, Liverpool, L1 0BG and 67-83 Norfolk Street, Liverpool, L1 0BG	MS378942	SPL	L/H
50	Milton Keynes	11 Bilton Road, Denbigh East, Bletchley MK1 1HW	BM244839	SPL	F/H
51	New Cross	737-745 Old Kent Road, London SE15 1JL	SGL384283	SPL	F/H
52	New Malden	Units 2, 3 and 4, 88 Bushey Road, Raynes Park, London SW20 0JH	SGL654237	SPL	L/H
53	Newcastle Central	Land and buildings on the south side of Forth Street, Newcastle-Upon-Tyne, NE1 3PG	TY193441	SPL	F/H
54	Newcastle Walls Ends	Middle Engine Lane Retail Park, Walls End, Newcastle upon Tyne, NE28 9NT	TY449469	SPL	F/H
55	Notting Hill	Camelford Walk, Clarendon Road, London, W11 1TX	BGL65407	SPL	L/H
56	Old Trafford	34 Brindley Road, Old Trafford, Manchester M16 9HQ	1 GM785484	1 Hallco 1102 Limited (Company No 05227603) ("HL")	1 F/H
			2 GM533323	2 HL	2 L/H
57	Oldbury	Birchley Roundabout, Birchley Industrial Estate, Birchfield Lane, Oldbury, West Midlands B69 1DT	WM380982	SPL	L/H
58	Oldham	189 Manchester Road, Oldham, OL8 4PS	GM370403	SPL	F/H

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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

59	Orpington	Mentmore House, Cray Avenue, Orpington, BR5 3QF	SGL232528	SPL	F/H
60	Pentonville Road	78-89 Pentonville Road, London N1 9LG	NGL844343	SPL	L/H
61	Reading Cow Lane	Key House, Cow Lane, Reading, RG1 8NA	BK338762	Whiteley Spring Limited	F/H
62	Stockport Reddish	Reddish Road, Reddish, Stockport, SK5 7BW	1 GM551737	Storage World Limited (Company No 05107357)	1 F/H
			2 GM200376		2 F/H
			3 GM345853		3 L/H
			4 GM199111		4 L/H
63	Ruislip	1 Bradfield Road, Field End Road, South Ruislip HA4 0NU	AGL69643	SPL	F/H
64	Slough	Land and buildings at 105 Farnham Road Trading Estate, Slough, SL1 4UN comprised in a lease dated 22 January 2010 between (1) Slough Trading Estate Limited and (2) SPL	Unregistered	SPL	L/H
65	Southampton	100 St Mary's Road, Southampton SO14 0AL	1 HP9991 2 HP284322	SPSL	F/H
66	Southend	70 Progress Road, Eastwood, Southend-on-Sea, Essex SS9 5PR	EX337157	SPSL	F/H
67	Southend on Sea 2	10 Progress Road, Eastwood, Essex, SS9 5LT	EX615826	SPL	F/H
68	Staines	215-217 London Road, London, TW18 4JF	MX303421 SY550045 SY700326	SPL	F/H

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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

69	Stanmore	2 Garland Road, Honeypot Lane, Stanmore, Middlesex HA7 1NR	1 NGL142752 2 NGL265986	SPL	L/H
70	Stevenage	Units 3 and 4 Gunnels Wood Road, Argyle Way, Stevenage SG1 2AD	1 HD330158 2 HD348945	SPSL	L/H
71	Stockport Abbotts	Kingston Business Centre, Chestergate, Stockport, SK3 0AL	GM785397	SPL	F/H
72	Stockport Bryants	Bryants House, 61/63 Wellington Road North, Stockport, SK4 1HS and the land to the north west side of Georges Road, Heaton Norris, Stockport	1 GM301382 2 GM781392	SPL	F/H
73	Sunderland	Unit H, Hylton Riverside, Colima Avenue, Sunderland, SR5 3XF	TY467500 TY468405	SPL	L/H
74	Wandsworth	1 Bendon Valley, Wandsworth, London SW18 4LZ	SGL10480	SPL	F/H
75	Warrington	2 Colville Court, Warrington WA2 8QT	CH525583	SPL	L/H
76	Whitechapel	85 Stepney Way, London, E1 2EN	1 EGL293914	SPL	1 F/H
			2 EGL488434	SPL	2 L/H
77	Wimbledon	67 Gap Road, Wimbledon SW19 8JA	SGL401116	SPL	F/H
78	Wimbledon South	Unit 13 and Unit 14 Nelson Trade Park, The Path, Wimbledon, London, SW19 3BL	1 SGL615063 2 SGL626079	SPL	L/H
79	Wood Green	105 Mayes Road, Wood Green, N22 6UP	NGL265489	SPSL	F/H
80	Worsley	Unit 1-4 Hazlehurst Road, Worsley, Manchester M28 2SQ	LA64410	SPL	L/H

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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

	Store Name	Property Description	Title No	Registered Proprietor/Owner	Lease Details
1	Acton	5-10 Eastman Road, Acton, London W3 7YG	AGL162415	Safestore Limited (Company No 05512707) ("SL")	8 December 2005. (1) Spaces Personal Storage Limited (2) Safestore Limited
2	Alexandra Palace	118 Priory Road, Alexandra Palace, London N8 7HP	AGL162416	SL	8 November 2005. (1) Spaces Personal Storage (2) Safestore Limited
3.	Basildon	South East side of Howards Chase, Pipp's Hill, Basildon, Essex SS14 3BB	EX794023	SL	29 January 2007 (1) Spaces Personal Storage Limited (2) Safestore Limited
4	Bath	Bellotts Road, Twerton, Bath BA2 3RT	ST252652	SL	8 December 2005 (1) Safestore Properties Limited (2) Safestore Limited
5	Battersea Ingate	Abbey Business Centre, Ingate Place, Battersea, London, SW8 3NS	TGL306903	SL	14 January 2008 (1) Safestore Properties Limited (2) Safestore Limited
6	Battersea Lombard	30 Gwynne Road and 19 Lombard Road, Battersea SW11 3RH	1 TGL284754 2 TGL284752	SL	1 8 December 2005 (1) Spaces Personal Storage Limited (2) Safestore Limited 2 8 December 2005 (1) Spaces Personal Storage Limited (2) Safestore Limited
7.	Bedford	Elstow Road, Kempston, Bedford MK42 9QZ	1 BD262560 2 BD262561	SL	1 14 January 2008 (1) Mentmore Limited (2) Safestore Limited 2 14 January 2008 (1) Mentmore Limited (2) Safestore Limited
8	Birmingham Central	International House, Staniforth Street, Birmingham, B4 7DN	WM897845	SL	8 December 2005 (1) Safestore Properties Limited (2) Safestore Limited
9	Borehamwood	Brittanica House, Sterling Way, Borehamwood, Hertfordshire WD6 2BT	HD468580	SL	26 January 2007 (1) Spaces Personal Storage Limited (2) Safestore Limited

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

	Store Name	Property Description	Title No	Registered Proprietor/Owner	Lease Details
10.	Bristol Ashton Gate	10 Clift House Road, Ashton Gate, Bristol BS3 1RX	BL99670	SL	26 January 2007 (1) Safestore Properties Limited (2) Safestore Limited
11.	Bristol Pennywell	78-86 Pennywell Road, Old Market, Bristol BS5 0TG	BL97274	SL	8 December 2005 (1) Safestore Properties Limited (2) Safestore Limited
12.	Burnley 1	Unit C, Brindley Close, Network 65 Business Park, Burnley BB11 5TD	1 Lease completed but not yet registered at the Land Registry 2 Reversionary Lease completed but not yet registered at the Land Registry	SL	1 29 April 2009 (1) Safestore Properties Limited (2) Safestore Limited 2 29 April 2009 (1) Safestore Properties Limited (2) Safestore Limited
13.	Bury	Land and Buildings on the East Side of Back Crostons Road, Bury, Lancashire, BL8 1AF	Lease completed but not yet registered at the Land Registry	SL	28 April 2009 (1) Safestore Properties Limited (2) Safestore Limited
14.	Camden	Lower Ground Floor, 155 Chalton Street, Camden, London NW1 1NR	1 Unregistered lease 2 NGL8965 57	SL	22 February 2008 (1) Safestore Properties Limited (2) Safestore Limited 22 February 2008 (1) Safestore Properties Limited (2) Safestore Limited (Reversionary Lease)
15.	Cardiff Central	Units 1 and 2 Davis Street, Cardiff CF24 2FU	CYM3467 64	SL	26 January 2007 (1) Spaces Personal Storage Limited (2) Safestore Limited

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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

	Store Name	Property Description	Title No	Registered Proprietor/Owner	Lease Details
16.	Charlton	Unit 6, Charlton Gate Business Centre, Anchor & Hope Lane, Charlton London, SE7 7RX	TGL301622	SL	24 May 2007 (1) Spaces Personal Storage Limited (2) Safestore Limited
17.	Cheetham Hill	202-208 Cheetham Hill Road, Cheetham Hill, Manchester, M8 8LW	MAN71315 and MAN71257	SL	8 December 2005. (1) Safestore Properties Limited (2) Safestore Limited
18.	Crawley	Land and buildings to the east of Stephenson Way, Three Bridges, Crawley, RH10 1TZ	WSX306305	SL	8 December 2005 (1) Safestore Properties Limited (2) Safestore Limited
19.	Croydon	Unit 5 Imperial Way, Croydon, Surrey, CR0 4RR	SGL696894	SL	13 August 2007 (1) Safestore Properties Limited (2) Safestore Limited
20.	Digbeth Store	Elite House/ 70 Warwick Street, Digbeth, Birmingham B12 0NY	WM886037	SL	8 December 2005 (1) Safestore Properties Limited (2) Safestore Limited
21.	Dunstable	318 High Street North, Dunstable, Bedfordshire LU6 1BE	BD254962	SL	8 December 2005 (1) Spaces Personal Storage Limited (2) Safestore Limited
22.	Earls Court	29 Seagrave Road, London, SW6 1RP	BGL59040	SL	8 December 2005 (1) Safestore Properties Limited (2) Safestore Limited
23.	Eastbourne Brampton	Unit 2 Brampton Business Park Moy Avenue, Eastbourne, East Sussex, BN22 8LP	Lease completed but not yet registered at the Land Registry	SL	28 April 2009 (1) Safestore Properties Limited (2) Safestore Limited
24.	Edgware	47 and 47A High Street, Edgware HA8 7DD	NGL874724	SL	8 December 2005 (1) Spaces Personal Storage Limited (2) Safestore Limited
25.	Enfield North	760 Great Cambridge Road, Enfield EN1 3RN	AGL162417	SL	8 December 2005 (1) Spaces Personal Storage Limited (2) Safestore Limited

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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

	Store Name	Property Description	Title No	Registered Proprietor/Owner	Lease Details
26.	Enfield South	28 Great Cambridge Road, Enfield, Middlesex, EN1 1UT	AGL183997	SL	20 March 2007 (1) Safestore Properties Limited (2) Safestore Limited
27.	Fulham	37 Munster Road, Fulham, London SW6 4ER	BGL66977	SL	13 July 2007 (1) Metrostore Group Limited (2) Safestore Limited
28.	High Wycombe	The Valley Warehouse, 77-83 Desborough Road, High Wycombe Bucks HP11 2PR	BM330549	SL	21 May 2007 (1) Spaces Personal Storage Limited (2) Safestore Limited
29.	Holloway	451/453 Holloway Road, Holloway, London N7 6NZ	NGL874631	SL	18 January 2006 (1) Mentmore Limited (2) Safestore Limited
30.	Ilford	778-784 High Road, Goodmayes, Essex IG3 8SY	1 EGL521233 2 EGL521234	SL	1 8 December 2005 (1) Safestore Trading Limited (2) Safestore Limited 2 8 December 2005 (1) Safestore Trading Limited (2) Safestore Limited
31.	Leeds Bridge Street	Baker House, Bridge Street, Leeds LS2 7QZ	WYK839793	SL	8 December 2005 (1) Safestore Properties Limited (2) Safestore Limited
32.	Leeds York Road	48/50 York Road, Leeds, LS9 8SY	WYK839794	SL	8 December 2005 (1) Safestore Properties Limited (2) Safestore Limited
33.	Liverpool	Queens Dock Business Centre, Jordan Street, Liverpool, L1 0BG	MS546490	SL	26 January 2007 (1) Safestore Properties Limited (2) Safestore Limited
34.	Milton Keynes	11 Bilton Road, Denbeigh East Bletchley MK1 1HW	BM319269	SL	8 December 2005 (1) Safestore Properties Limited (2) Safestore Limited
35.	New Cross	737-745 Old Kent Road, London SE15 1JL	TGL284756	SL	18 January 2005 (1) Mentmore Limited (2) Safestore Limited

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

	Store Name	Property Description	Title No	Registered Proprietor/Owner	Lease Details
36.	New Malden	88 Bushey Road, Raynes Park, London SW20 0JH	SGL701184	SL	4 June 2008 (1) Safestore Properties Limited (2) Safestore Limited
37.	Newcastle Central	Land and buildings on the south side of Forth Street, Newcastle-Upon-Tyne, NE1 3PG	TY455198	SL	8 December 2005 (1) Safestore Properties Limited (2) Safestore Limited
38.	Oldbury	Birchley Roundabout, Birchley Industrial Estate, Birchfield Lane, Oldbury, West Midlands B69 1DT	WM905714	SL	26 January 2007 (1) Safestore Properties Limited (2) Safestore Limited
39.	Oldham	189 Manchester Road, Oldham, OL8 4PS	Lease completed but not yet registered at the Land Registry	SL	28 April 2009 (1) Safestore Properties Limited (2) Safestore Limited
40.	Orpington	Mentmore House, Cray Avenue, Orpington, BR5 3QF	SGL682334	SL	8 December 2005 (1) Safestore Properties Limited (2) Safestore Limited
41.	Pentonville Road	79-89 Pentonville Road, London N1 9LG	NGL890364	SL	24 May 2007 (1) Safestore Trading Limited (2) Safestore Limited
42.	Reading Cow Lane	Key House, Cow Lane, Reading, RG1 8NA	BK410348	SL	8 December 2005 (1) Whiteley Spring Limited (2) Safestore Limited
43.	Stockport Reddish	Reddish Road, Reddish, Stockport, SK5 7BW	MAN83340	SL	8 December 2005 (1) Storage World Limited (2) Safestore Limited
44.	Ruislip	1 Bradfield Road, Field End Road, South Ruislip HA4 0NU	AGL162414	SL	8 December 2005 (1) Safestore Properties Limited (2) Safestore Limited

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Particulars of a mortgage or charge

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Short particulars

	Store Name	Property Description	Title No	Registered Proprietor/Owner	Lease Details
45	Southampton	100 St Mary's Road, Southampton SO14 0AL	HP675506	SL	8 December 2005 (1) Spaces Personal Storage Limited (2) Safestore Limited
46	Southend	70 Progress Road, Eastwood, Southend-on-Sea, Essex SS9 5PR	EX787115	SL	8 December 2005. (1) Spaces Personal Storage Limited (2) Safestore Limited
47	Stanmore	2 Garland Road, Honeypot Lane, Stanmore, Middlesex HA7 1NR	AGL184018	SL	20 December 2007 (1) Safestore Properties Limited (2) Safestore Limited
48	Stevenage	Units 3 and 4 Gunnels Wood Road, Argyle Way, Stevenage SG1 2AD	Lease completed but not yet registered at the Land Registry	SL	27 June 2008 (1) Spaces Personal Storage Limited (2) Safestore Limited
49	Stockport Abbots	Kingston Business Centre, Chestergate, Stockport, SK3 0AL	MAN71294	SL	8 December 2005 (1) Safestore Properties Limited (2) Safestore Limited
50	Stockport Bryants	Bryants House, 61/63 Wellington Road North, Stockport, SK4 1HS	MAN71295	SL	8 December 2005 (1) Safestore Properties Limited (2) Safestore Limited
51	Swanley	7 Mays Siding, London Road, Swanley, Kent BR8 8EE	K935853	SL	20 April 2007 (1) Safestore Properties Limited (2) Safestore Limited
52	Wandsworth	1 Bendon Valley, Wandsworth, London SW18 4LZ	TGL284755	SL	8 December 2005 (1) Safestore Properties Limited (2) Safestore Limited
53	Warrington	2 Colville Court, Warrington WA2 8QT	CH578037	SL	13 March 2008 (1) Safestore Properties Limited (2) Safestore Limited
54	Whitechapel	85 Stepney Way, London, E1 2EN	1 EGL521236	SL	8 December 2005 (1) Safestore Properties Limited (2) Safestore Limited

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Particulars of a mortgage or charge

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Short particulars

	Store Name	Property Description	Title No	Registered Proprietor/Owner	Lease Details
			2 EGL52123 7	SL	8 December 2005 (1) Safestore Properties Limited (2) Safestore Limited
55	Wimbledon	67 Gap Road, Wimbledon SW19 8JA	SGL68233 6	SL	18 January 2006 (1) Mentmore Limited (2) Safestore Limited
56	Wood Green	105 Mayes Road, Wood Green, N22 6UP	AGL16241 8	SL	8 December 2005 (1) Spaces Personal Storage Limited (2) Safestore Limited
57	Worsley	Unit 1-4 Hazlehurst Road, Worsley, Manchester M28 2SQ	1 MAN1135 96 2 MAN1135 93	SL SL	1. 14 January 2008 (1) Safestore Properties Limited (2) Safestore Limited 2. 14 January 2008 (1) Safestore Properties Limited (2) Safestore Limited
58	Coventry	Unit 1 Cyan Business Park, Phoenix Way, Coventry CV6 6GE	Lease completed but not yet registered at the Land Registry	SL	28 April 2009 (1) Safestore Properties Limited (2) Safestore Limited
59	Feltham	Unit 1 Marlin Park, Central Way, Feltham, London TW14 0AN	Lease completed but not yet registered at the Land Registry	SL	28 April 2009 (1) Safestore Properties Limited (2) Safestore Limited
60	Bristol Filton	Plot 100, North Bristol Park, North Gloucester Road, Bristol, BS34 7QG	Lease completed but not yet registered at the Land Registry	SL	28 April 2009 (1) Safestore Properties Limited (2) Safestore Limited

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

	Store Name	Property Description	Title No	Registered Proprietor/Owner	Lease Details
61	Chingford	Shadbolt Avenue, Chingford, London, E4 8PZ	Lease completed but not yet registered at the Land Registry	SL	28 April 2009 (1) Safestore Properties Limited (2) Safestore Limited



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4184682
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 3 MARCH
2010 AND CREATED BY SAFESTORE BERMONDSEY LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OBLIGOR AND EACH GRANTOR OF A SECURITY
INTEREST TO THE SECURED PARTIES (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 9 MARCH 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 MARCH 2010

Ox. Seb.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES