

MG01

Particulars of a mortgage or charge

045373/52

Oyez

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 for a Scottish company. To do this, please use form MG01s

THURSDAY



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29/09/2011

62

COMPANIES HOUSE

1	Company details	3	For official use
Company number	0 4 8 7 5 9 6 2	Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *	
Company name in full	Access Self Storage (UK) Limited		
2	Date of creation of charge		
Date of creation	1 6 / 0 9 / 2 0 1 1		
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	FIRST RANKING LEGAL CHARGE		
4	Amount secured		
	Please give us details of the amount secured by the mortgage or charge		
Amount secured	All obligations at any time due, owing or incurred by any Obligor under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity) Please see the Continuation page for definitions		
	Continuation page Please use a continuation page if you need to enter more details		

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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

(acting out of its office at) 280 Bishopsgate

London

Postcode

E C 2 M 4 R 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

The Owner, as a continuing security for the payment on demand of the Secured Obligations and with full title guarantee

3 1 charges to the Security Trustee all legal interest in the Property, by way of legal mortgage

3 2 gives to the Security Trustee a fixed charge over any of the following property of the Owner, whether owned now or in the future

3 2 1 any other interest in the Property

3 2 2 all rents receivable from any lease granted in relation to the Property

3 2 3 all the goodwill of the Owner's business carried on at the Property

3 2 4 the proceeds of any insurance affecting the Property

3 2 5 all fixtures and fittings not forming part of the Property

3 2 6 all plant and machinery at the Property, including any associated warranties and maintenance contracts

3 2 7 all furniture, furnishings, equipment, tools and other goods kept at the Property, that are not regularly disposed of in the ordinary course of business

Definitions

"Owner" means Access Self Storage (UK) Limited,


"Property" means 27-33 Regent Street, Portsmouth PO1 4QT (Land Registry Title No PM10453) and references to Property include any part of it and the other assets charged above, and

"Secured Obligations" means all obligations at any time due, owing or incurred by any Obligor under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity)

Please see the "Amount Secured" section for further definitions

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Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
	<p>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</p> <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, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount		
8	Delivery of instrument	
	<p>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)</p> <p>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)</p>	
9	Signature	
	<p>Please sign the form here</p>	
Signature	<p>Signature</p> <p>X  X</p>	
	<p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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
JP014402

Company name
Jones Day

Address
21 Tudor Street

London

Post town

County/Region

Postcode

EC4Y 0DJ

Country

DX DX 67 London/Chancery

Telephone
020 7039 5959



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 NR 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

4	Amount secured	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>Definitions:</p> <p>"Accession Deed" means a document substantially in the form set out in schedule 7 (Form of Accession Deed) of the Facility Agreement,</p> <p>"Account" means each of</p> <ul style="list-style-type: none"> (a) the Covenant Cure Account, (b) the Debt Service Account, (c) the General Account, (d) the Insurance Proceeds Account, (e) the Mandatory Prepayment Account, and (f) the Security Deposit Account, <p>"Account Bank" means National Westminster Bank PLC of 280 Piccadilly, London W1J 9HE,</p> <p>"Additional Development Property" means any Additional Property which has been designated for the time being by the Agent and the Company as an Additional Development Property for the purposes of the Facility Agreement,</p> <p>"Additional Guarantor" means an entity which becomes a Guarantor in accordance with clause 27 2 (Changes to the Obligors) of the Facility Agreement,</p> <p>"Additional Property" means Real Property (not being an Original Property) which has been designated for the time being by the Agent and the Company as an Additional Property for the purposes of the Facility Agreement and in respect of which all of the conditions precedent listed in part 3 of schedule 2 of the Facility Agreement have been satisfied and which has become a Charged Property,</p> <p>"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company,</p> <p>"Agent" means The Royal Bank Of Scotland Plc as agent for the other Finance Parties,</p> <p>"Arranger" means The Royal Bank Of Scotland Plc acting as agent for National Westminster Bank Plc as mandated arranger,</p> <p>"Charged Properties" means such Real Property as is from to time the subject of Transaction Security or in the case of any proposed Utilisation will be the subject of that Security immediately following that Utilisation but excluding all leases and operating agreements relating to Real Property which are vested in the Operating Company for the time being,</p> <p>"Collateral Warranties" means collateral warranties relating to a Development pursuant to which the warrantor undertakes a duty of care to the Secured Parties and which (where applicable) grant step in rights in favour of the Agent and which are in all respects acceptable to the Agent,</p> <p>"Commitment" means</p> <ul style="list-style-type: none"> (a) in relation to an Original Lender, the amount in Sterling set opposite its name under the heading "Commitment" in part 2 of schedule 1 (The Original Parties) of the Facility Agreement and the amount of any other Commitment transferred to it under the Facility Agreement, and (b) in relation to any other Lender, the amount in Sterling of any Commitment transferred to it under the Facility Agreement, <p>to the extent not cancelled, reduced or transferred by it under the Facility Agreement,</p> <p>"Company" means Eddora Holdings Limited a company incorporated in the British Virgin Islands with company number 626549</p> <p>"Compliance Certificate" means a certificate substantially in the form set out in schedule 8 (Form Of Compliance Certificate) of the Facility Agreement,</p> <p>"Covenant Cure Account" means an interest-bearing account</p> <ul style="list-style-type: none"> (a) held by the Company with the Account Bank, (b) identified in a letter between the Company and the Agent as the Covenant Cure Account, (c) subject to Transaction Security which Security is in form and substance satisfactory to the Agent and Security Trustee (acting reasonably, having regard to the form of the Transaction Security Documents), and (d) from which no withdrawals may be made by any Obligor, <p>(as the same may be redesignated, substituted or replaced from time to time),</p>	

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Amount secured

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

Amount secured

"Debt Service Account" means an interest-bearing account

- held by the Company with the Account Bank,
- identified in a letter between the Company and the Agent as the Debt Service Account,
- subject to Transaction Security which Security is in form and substance satisfactory to the Agent and Security Trustee (acting reasonably, having regard to the form of the Transaction Security Documents), and
- from which no withdrawals may be made by any Obligor,

(as the same may be redesignated, substituted or replaced from time to time),

"Default" means an Event of Default or any event or circumstance specified in clause 24 (Events of Default) of the Facility Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default,

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee,

"Development" means the development of an Original Development Property or an Additional Development Property into a self-storage facility together with such other uses as the Agent may approve,

"Distribution Account" means the account in the name of the Operating Company with account number 00963925 held with Barclays Bank plc sort code 20-65-82 into which payments from the Store Operating Accounts are made,

"Event of Default" means any event or circumstance specified as such in clause 24 (Events of Default) of the Facility Agreement,

"Facility" means the term loan facility made available under the Facility Agreement as described in clause 2 1 (The Facility) of the Facility Agreement,

"Facility Agreement" means the £95,000,000 Sterling Term Loan Facility Agreement dated 25 July 2006 and amended and restated on 27 February 2008 and 16 September 2011,

"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between the Arranger and the Company (or the Agent and the Company) setting out any of the fees referred to in clause 11 (Fees) of the Facility Agreement,

"Finance Document" means

- any Accession Deed,
- the Facility Agreement,
- each Compliance Certificate,
- any Fee Letter,
- any Hedging Agreement,
- the Intercreditor Deed,
- the Transaction Security Documents,
- the Second Amendment and Restatement Agreement,
- any Subordination Deed,
- each Utilisation Request, and
- any other document designated as such by the Agent and the Company,

"Finance Party" means the Agent, the Arranger, the Security Trustee, each Lender or the Hedge Counterparty and "Finance Parties" shall be construed accordingly,

"General Account" means a current account

- held by the Company with the Account Bank,
- identified in a letter between the Company and the Agent as the General Account,
- subject to Transaction Security which Security is in form and substance satisfactory to the Agent and Security Trustee (acting reasonably, having regard to the form of the Transaction Security Documents), and
- from which withdrawals may be made by the Company while no Default has occurred and is continuing,

(as the same may be redesignated, substituted or replaced from time to time),

"Group" means Oakdene and each of the UK Self Storage Subsidiaries for the time being,

"Guarantor" means an Original Guarantor or an Additional Guarantor,

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Amount secured

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

Amount secured

"**Hedge Counterparty**" means a Lender or an Affiliate of a Lender which has become a party to the Intercreditor Deed as a Hedge Counterparty in accordance with the provisions of the Intercreditor Deed,
"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement in the agreed form entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to all or part of the Facility in accordance with the Facility Agreement,
"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary,
"Insurance Proceeds Account" means a current account
 (a) held by the Company with the Account Bank,
 (b) identified in a letter between the Company and the Agent as the Insurance Proceeds Account,
 (c) subject to Transaction Security which Security is in form and substance satisfactory to the Agent and Security Trustee (acting reasonably, having regard to the form of the Transaction Security Documents), and
 (d) from which no withdrawals may be made by any Obligor,
 (as the same may be redesignated, substituted or replaced from time to time),
"Intercreditor Deed" means the deed or deeds entered into between, amongst others, the Agent, the Company, the Hedging Counterparty, the Original Lenders, the Security Trustee, the Operating Company and any person having a charge or other Security over any asset to be charged by any Transaction Security Document,
"Lender" means
 (a) any Original Lender, and
 (b) any entity which has become a Party in accordance with clause 26 (Changes to the Lenders) of the Facility Agreement and who has any Commitment or Loan transferred to it,
"Loan" means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan or the aggregate principal amount of all loans made under the Facility, as the context shall require,
"Mandatory Prepayment Account" means an account
 (a) held by the Company with the Account Bank,
 (b) identified in a letter between the Company and the Agent as the Mandatory Prepayment Account,
 (c) subject to Transaction Security which Security is in form and substance satisfactory to the Agent and Security Trustee (acting reasonably, having regard to the form of the Transaction Security Documents), and
 (d) from which no withdrawals may be made by any Obligor,
 (as the same may be redesignated, substituted or replaced from time to time),

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>"New Security Documents" means</p> <p>(i) a first and only fixed legal charge over the operating contract in respect of Units A&B, Station Approach, Coombe Road, Norbiton, Kingston-Upon-Thames dated on or about the date of the Second Amendment and Restatement Agreement between Access Self Storage Limited and the Security Trustee,</p> <p>(ii) a first and only fixed legal charge over property located at 27-33 Regent Street, Portsmouth PO1 4QT dated on or about the date of the Second Amendment and Restatement Agreement between Access Self Storage Limited and the Security Trustee,</p> <p>(iii) a first and only fixed legal charge over property located at 13 Whitestone Way, Croydon, CR0 4WF (formerly known as Units 1, 2, 3, 4 and 5 of Block A New South Quarter, Wandle Park Village, Croydon) dated on or about the date of the Second Amendment and Restatement Agreement between Access Self Storage Limited and the Security Trustee,</p> <p>(iv) a legal charge over property located at Units A&B, Station Approach, Coombe Road, Norbiton, Kingston-Upon-Thames dated on or about the date of the Second Amendment and Restatement Agreement between Access Self Storage Properties Limited and the Security Trustee,</p> <p>(v) a legal charge over property located at 27-33 Regent Street, Portsmouth PO1 4QT dated on or about the date of the Second Amendment and Restatement Agreement between Access Self Storage (UK) Limited and the Security Trustee,</p> <p>(vi) a legal charge over property located at 13 Whitestone Way, Croydon, CR0 4WF (formerly known as Units 1, 2, 3, 4 and 5 of Block A New South Quarter, Wandle Park Village, Croydon) dated on or about the date of the Second Amendment and Restatement Agreement between Enddora Holdings Limited and the Security Trustee,</p> <p>(vii) a legal charge over property located at 27-33 Regent Street, Portsmouth PO1 4QT dated on or about the date of the Second Amendment and Restatement Agreement between JAE Company Limited and the Security Trustee, and</p> <p>(viii) an all asset, fixed and floating debenture dated on or about the date of the Second Amendment and Restatement Agreement between Access Self Storage (UK) Limited and the Security Trustee,</p> <p>"Oakdene" means Oakdene Finance Limited (a company incorporated in the British Virgin Islands with company number 606933),</p> <p>"Obligor" means</p> <p>(a) the Company,</p> <p>(b) each Guarantor, and</p> <p>(c) the Operating Company,</p> <p>"Operating Company" means Access Self Storage Limited a company incorporated in England and Wales with company number 05526726,</p> <p>"Original Development Properties" means the Real Property listed in part 1 of schedule 11 of the Facility Agreement and each and every part of it,</p> <p>"Original Guarantors" means the companies set out in part 1 of schedule 1 of the Facility Agreement as original guarantors,</p> <p>"Original Lender" means the financial institutions set out in parts 2 and 3 of schedule 1 of the Facility Agreement as lenders,</p> <p>"Original Properties" means the Real Property listed in parts 1 and 2 of schedule 11 (The Original Properties) of the Facility Agreement and each and every part of it,</p> <p>"Party" means a party to the Facility Agreement,</p> <p>"Principal Obligor" means the Company and each Guarantor,</p> <p>"Real Property" means any freehold, feuhold, leasehold, heritable or immovable property (wherever situated) and includes</p> <p>(a) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property, and</p> <p>(b) all easements, servitudes, rights and agreements in respect thereof, and</p> <p>(c) all rents from and proceeds of sale of that property, and</p> <p>(d) the benefit of all covenants given in respect thereof,</p>

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>"Receiver" means a receiver or receiver and manager of the whole or any part of the assets the subject of the Transaction Security or any other Security held by a Secured Party,</p> <p>"Second Amendment and Restatement Agreement" means the amendment and restatement agreement relating to the Facility Agreement and entered into on 16 September 2011,</p> <p>"Secured Parties" means</p> <ul style="list-style-type: none"> (a) each Finance Party, (b) any Receiver, and (c) any Delegate, <p>"Security" means a mortgage, charge, standard security, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>"Security Trustee" means The Royal Bank Of Scotland Plc as security trustee for the Secured Parties,</p> <p>"Sterling" and "£" mean the lawful currency of the United Kingdom,</p> <p>"Store Operating Accounts" means the store operating accounts in the name of the Operating Company held with Barclays Bank plc sort code 20-65-82 in respect of each Charged Property with the following account numbers</p> <p>BALHAM 20205745</p> <p>EDMONTON 90988154</p> <p>BASINGSTOKE 50538841</p> <p>READING 20302252</p> <p>BOSTON MANOR 50757748</p> <p>CAMBERLEY 30129240</p> <p>HARROW 70473359</p> <p>SUNBURY 80057150</p> <p>WIMBLEDON 00327352,</p> <p>"Subordination Deed" means any subordination deed entered into between, amongst others, any of the directors of the Company and the Company on terms acceptable to the Agent,</p> <p>"Subsidiary" of a company or corporation means any company or corporation</p> <ul style="list-style-type: none"> (a) which is controlled, directly or indirectly by the first-mentioned company or corporation, or (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation, or (c) which is a subsidiary of another subsidiary of the first mentioned company or corporation, and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body, <p>"Transaction Security" means the Security created or expressed to be created in favour of the Security Trustee pursuant to the Transaction Security Documents,</p>

4

Amount secured

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

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"Transaction Security Documents" means

- (a) a first and only fixed legal charge over the Charged Properties and all leases of the Charged Properties vested in entities which are associates of any member of the Group (other than the Operating Company),
 - (b) a first and only debenture containing fixed and floating charges over all the assets and undertaking of each Principal Obligor,
 - (c) a first and only charge over each of the Accounts,
 - (d) the Intercreditor Deed,
 - (e) any Security given by any Additional Guarantor to the Security Trustee,
 - (f) an assignment of the Hedging Agreements,
 - (g) the Collateral Warranties,
 - (h) a fixed charge over all leases and operating agreements relating to Charged Properties vested in the Operating Company,
 - (i) a floating charge over each of the Store Operating Accounts and the Distribution Account given by the Operating Company,
 - (j) the New Security Documents,
 - (k) any other document designated as such by the Company and the Agent,
- and each of them in each case in favour of the Security Trustee in the Agent's preferred form,

"UK Self Storage Subsidiary" means (i) any Subsidiary for the time being of Oakdene the principal trading activity of which is the provision of self storage facilities at any place within the United Kingdom (a "UK Trading Subsidiary"), and (ii) any other Subsidiary for the time being of Oakdene which is the freeholder of, or the reversioner immediately expectant on any lease or other agreement permitting the occupation of, any premises occupied for the time being by any UK Trading Subsidiary and "UK Self Storage Subsidiaries" means all of them,

"Utilisation" means any utilisation of the whole or part of the Facility, and

"Utilisation Request" means a notice substantially in the form set out in part 1 of schedule 3 (Utilisation Request) of the Facility Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4875962
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIRST RANKING LEGAL CHARGE
DATED 16 SEPTEMBER 2011 AND CREATED BY ACCESS SELF
STORAGE (UK) LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM ANY OBLIGOR 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 29 SEPTEMBER 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 SEPTEMBER
2011**

DX



Companies House
— for the record —



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