

MG01

Particulars of a mortgage or charge



651218/98

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
particulars of a charge for a
company. To do this, please
form MG01s

TUESDAY



LD5 *L17IFIVE* #10
24/04/2012
COMPANIES HOUSE

1 Company details

Company number 0 0 0 1 9 1 4 9

Company name in full Jaeger Holdings Limited (the "Chargor")

For official use
/ / /
→ **Filing 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 ^d1 ^d6 ^m0 ^m4 ^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 Security agreement dated 16 April 2012 between Jaeger London Limited, Jaeger Holdings Limited, The Jaeger Company's Shops Limited, Jaeger Card Services Limited, CV Financial Services Limited and The Jaeger Company Limited (as chargors) and Macsco 40 Limited (now known as BECAP Jaeger (UK) Limited) (as chargee) (the "Debenture")

4 Amount secured

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

Amount secured Please see continuation sheet

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

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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 Macsco 40 Limited (now known as BECAP Jaeger (UK) Limited) (the "Chargee")

Address Third Floor

39-41 Charing Cross Road, London

Postcode W C 2 H 0 A R

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 continuation sheet.

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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

None.

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

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4

Amount secured

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

Amount secured

All present and future moneys, obligations and liabilities owed by any Obligor to the Chargee, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever (the "**Secured Liabilities**")

References in the Debenture to the Secured Liabilities shall be construed so as to include in relation to the Finance Documents (i) any increase or reduction in any amount made available thereunder and/or any alteration and/or addition to the purposes for which any such amount, or increased or reduced amount, may be used, (ii) any ancillary facilities provided in substitution for or in addition to the facilities originally made available thereunder, (iii) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing and (iv) any combination of any of the foregoing

The Debenture secures further advances made under or pursuant to the terms of the Finance Documents

Capitalised terms are defined in the main body of, or continuation pages to, this form MG01

In this Form MG01, the following words and phrases have attributed to them the following meanings

Company Macsco 41 Limited (registered no 08025739),

Company Loan Agreement: the loan agreement between the Chargee (as lender) and the Company (as borrower) dated 16 April 2012,

Finance Documents: the Company Loan Agreement, the Debenture and any other document designated as a Finance Document by the Chargor and the Chargee in writing, and

Obligors. the Company and any Chargor

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

PART 1

Definitions

Capitalised terms are defined in the main body of, or continuation pages to, this form MG01

In this Form MG01, the following words and phrases have attributed to them the following meanings

Accounts: all accounts, and all moneys from time to time standing to the credit (including any interest thereon) of such accounts and all rights in relation thereto, with any bank, financial institution or other person in any jurisdiction on or after the date of the Debenture (and from time to time) owned, operated or held by the Chargor or in which the Chargor has an interest,

Blocked Accounts in relation to a Chargor

- (a) any account so detailed in schedule 2 of this form MG01, or
- (b) any other account which the Chargee and the Chargor have so designated,

Charged Assets: all the assets for the time being subject to the Security created by the Debenture (and references to the Charged Assets include references to any part of them),

Debts: all book and other debts, of any kind whatsoever on or after the date of the Debenture (and from time to time) due, owing or payable to the Chargor or in which the Chargor has an interest and the proceeds of the same, including the benefit of any judgement or order to pay a sum of money, and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same,

Equipment: all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property on or after the date of the Debenture (and from time to time) owned by the Chargor, and any part thereof, together with the benefit of all contracts and warranties relating to the same;

Goodwill: all goodwill on or after the date of the Debenture (and from time to time) of or in the Chargor,

Insurance Policies: all contracts and policies of insurance or assurance and all moneys payable under or pursuant to such policies, on or after the date of the Debenture (and from time to time) taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest,

Intellectual Property: all interests in respect of any patent (including supplementary protection certificates), trade mark, service mark, trade name, registered design, design right, copyright, know-how, utility model, topographical or similar right, moral right, invention, confidential information, trade secret, database right, right in passing off and any other right in intellectual property subsisting anywhere in the world in any of the foregoing whether registered or unregistered and in each case, any registrations, extensions, renewals or applications of or for the same, on or after the date of the Debenture (and from time to time) owned or held by the Chargor or (to the extent of its interest) in which the Chargor has an interest,

Pension Fund Interests: all interests and rights on or after the date of the Debenture (and from time to time) owned or held by the Chargor in relation to any pension fund,

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Properties: all estates or interests in any freehold and leasehold properties (whether registered or unregistered) and all commonhold or other immoveable properties now or at any time hereafter (and from time to time) owned by the Chargor,

Property Interests: all interests in or over the Properties and all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties, in each case, now or at any time hereafter (and from time to time) owned or held by the Chargor,

Securities: all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) on or after the date of the Debenture (and from time to time) owned by the Chargor, or in which the Chargor has an interest, together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights, income, money or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof,

Short Leasehold Properties: all leasehold properties for a term of less than 15 years unexpired at the date of acquisition of the lease (whether registered or unregistered) owned by the Chargor, save where the continuing occupation of the relevant land or, as the case may be, property is required in order to carry on the business and operations of the Chargor,

Uncalled Capital: all the uncalled capital on or after the date of the Debenture (and from time to time) of the Chargor

Short particulars of all property mortgaged or charged

- 1 As a continuing security for the payment or discharge of the Secured Liabilities, the Chargor with full title guarantee
- 1.1 granted to the Chargee, a charge by way of legal mortgage over all its Properties listed in schedule 1 (*Properties currently owned*) to this form MG01,
- 1 2 charged to the Chargee, by way of first fixed charge, all its
 - 1 2 1 Properties acquired by it after the date of this deed,
 - 1 2 2 Property Interests,
 - 1 2 3 Equipment,
 - 1 2 4 Securities,
 - 1.2 5 Intellectual Property,
 - 1 2 6 Debts,
 - 1 2 7 Accounts,
 - 1 2.8 Pension Fund Interests,
 - 1 2 9 Goodwill and Uncalled Capital; and

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6 Short particulars of all the property mortgaged or charged

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

Short particulars

- 1 2 10 rights, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to paragraph 1.1, and
- 1.3 assigned to the Chargee absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies
- 2 As a continuing security for the payment or discharge of the Secured Liabilities, the Chargor with full title guarantee, charged to the Chargee, by way of first floating charge, (a) all of its undertaking and assets at any time not effectively mortgaged, charged or assigned pursuant to paragraphs 1 1 to 1 3 inclusive above and (b) all its assets situated in Scotland.
- 2 1 Sched B1 para 14 Insolvency Act 1986 (as inserted by s 248 of, and Sched 16 to, the Enterprise Act 2002) applies to the floating charge created by the Debenture.
- 2 2 The Debenture provides that on the occurrence of any of certain specified events the floating charge created by it will automatically and immediately (without notice) be converted into a fixed charge over the assets subject to that floating charge
- 2 3 The Debenture also provides that if any of certain specified events occurs the Chargee may at any time thereafter, by notice to the Chargor, convert the floating charge created by the Debenture with immediate effect into a fixed charge over all or any of the floating charge assets specified in such notice.
- 2 4 Any asset acquired by the Chargor after any conversion of the floating charge created under the Debenture as described in the two preceding paragraphs which but for such conversion would be subject to a floating charge shall, unless the Chargee confirms in writing to the contrary, be charged to the Chargee by way of first fixed charge
- 2 5 There is excluded from the security created by the Debenture any leasehold property held by the Chargor under a lease which precludes either absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its leasehold interest in that property (each an "Excluded Property") until the relevant condition or waiver has been satisfied or obtained Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Chargee
- 3 If the Chargor acquires any freehold or leasehold property, whether registered or unregistered, (other than any Short Leasehold Property) it must. (i) inform the Chargee promptly of such acquisition, (ii) immediately on request by the Chargee, execute and deliver to the Chargee a legal mortgage in favour of the Chargee of that property in such form as the Chargee may require (or such other security in the jurisdiction where such property is located as the Chargee may require), and (iii) comply with all registration requirements resulting from the acquisition of such property and the creation of Security Interest over such property pursuant to the Debenture and the legal mortgage (or other Security Interest) referred to above

PART 2

Covenants and Restrictions

- 1 In the Debenture, the Chargor covenanted with the Chargee that it will not at any time

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- 1 1 create or purport to create or permit subsist any Security on or in relation to the Charged Assets, or
- 1 2 enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, surrender or otherwise dispose of or cease to exercise control of all, or part of any interest in any Charged Assets, or
- 1 3 open or procure the opening of any Account unless with the prior written consent of the Chargee,
- 1 4 withdraw any amounts standing to the credit of any of the Blocked Accounts, except with the prior consent of the Chargee
- 2 In the Debenture and in respect of any Property owned by it registered at the Land Registry
- 2 1 the Chargor has consented to the entry of the following restriction on the register of its title to such Property

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Macsco 40 Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer"
- 2 2 the Chargor authorised the Chargee to make any application which it deems appropriate for the designation of the Debenture as an exempt information document under rule 136 Land Registration Rules 2003 and will use its best endeavours to assist with any such application made by or on behalf of the Chargee. The Chargor will notify the Chargee in writing as soon as it receives notice of any person's application under rule 137 Land Registration Rules 2003 for the disclosure of this deed, following its designation as an exempt information document and will not make any application under rule 138 Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document
- 3 In the Debenture, the Chargor has undertaken that it will not, save as permitted by the Chargee, sell, factor, discount, release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Debts save as expressly provided in the Debenture
- 4 Under the Debenture, the Chargor must, if called upon so to do by the Chargee, execute a legal assignment of the Debts to the Chargee in such terms as the Chargee may require and give notice thereof to the debtors from whom the Debts are due, owing or incurred

SCHEDULE 1 – PROPERTIES CURRENTLY OWNED

None

SCHEDULE 2 – BLOCKED ACCOUNTS

None

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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 HWDS/627301

Company name Macfarlanes LLP

Address 20 Cursitor Street

Post town

County/Region London

Postcode

E	C	4	A		1	L	T
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Country UK

DX DX No: 138 Chancery Lane

Telephone +44 (0)20 7831 9222

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:

- [x] The company name and number match the information held on the public Register.
- [x] You have included the original deed with this form
- [x] You have entered the date the charge was created
- [x] You have supplied the description of the instrument
- [x] You have given details of the amount secured by the mortgagee or chargee
- [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- [x] You have entered the short particulars of all the property mortgaged or charged
- [x] You have signed the form
- [x] 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



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 19149
CHARGE NO. 11

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED
16 APRIL 2012 AND CREATED BY JAEGER HOLDINGS LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OBLIGOR TO MACSCO 40 LIMITED (NOW KNOWN AS
BECAP JAEGER (UK) LIMITED) 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 24 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 APRIL 2012

dc
30/4/12



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —