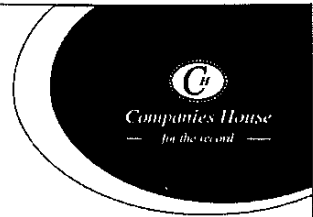


# MG02

## Statement of satisfaction in full or in part of mortgage or charge



**What this form is for**  
You may use this form to register a  
statement of satisfaction in full or in  
part of a mortgage or charge

**What this form is NOT for**  
You cannot use this form to register  
a statement of satisfaction in full or in  
part of a fixed charge or a mortgage  
company registered in England or  
do this, please use form MG023

TUESDAY



\*ADFXEL20\*  
A14 22/06/2010 124  
COMPANIES HOUSE

### 1 Company details

Company number	0	0	0	1	9	1	4	9
Company name in full	Jaeger Holdings Limited							

For official use

6

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

All fields are mandatory unless  
specified or indicated by \*

### 2 Creation of charge

Date charge created	0	4	0	4	2	0	0	3
Description ①	Composite guarantee and debenture (the "Deed")							
Date of registration ②	4	6	0	4	2	0	0	3

① You should give a description of  
the instrument (if any) creating or  
evidencing the charge,  
e.g. 'Legal charge'

② The date of registration may be  
confirmed from the certificate

### 3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the  
debenture holders

Name	GMAC Commercial Finance Limited (formerly Plc) ("GMAC")							
Address	The Brighton Forum, 95 Ditchling Road Brighton, East Sussex							
Postcode	B	N	1		4	S	T	
Name								
Address								
Postcode								
Name								
Address								
Postcode								

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

MG02

Statement of satisfaction in full or in part of mortgage or charge

4

**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

**FIXED SECURITY**

The Company charged as security for the Secured Liabilities, with full title guarantee, in favour of GMAC

**1 1 Legal Mortgage**

by way of a first legal mortgage, all its interest in the freehold and leasehold property specified in Schedule 1 (Property) (if any), together with

1 1 1 any Premises and Fixtures on or in that property,

1 1 2 the proceeds of sale of that property, and

1 1 3 the benefit of any covenants or rights attaching to that property,

**1 2 Fixed charge on property**

to the extent not subject to the legal mortgage under Clause 4 1 of the Deed (Legal mortgage), by way of first fixed equitable charge, all its present and future interest in any freehold or leasehold property, together with

1 2 1 any Premises and Fixtures on or in that property,

1 2 2 the proceeds of sale of that property, and

1 2 3 the benefit of any covenants or rights attaching to that property,

(continued on continuation page)

5

**Satisfaction of the debt**

I confirm that the debt for which the charge described above was given has been paid or satisfied ●

- In full
- In part

● Please tick one box only


6

**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

MG02 - continuation page  
Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="355 394 1026 423">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="355 454 743 483">1 3 Fixed charge on specific assets</p> <p data-bbox="355 517 1062 546">by way of a first fixed charge, all its present and future interest in</p> <p data-bbox="355 580 679 609">1 3 1 all Plant and Machinery,</p> <p data-bbox="355 642 1465 705">1 3 2 all stocks, shares, debentures, bonds or other securities including without limitation those listed in schedule 4 of the Deed, and in each case all Share Rights attaching to them,</p> <p data-bbox="355 739 1437 801">1 3 3 to the extent not effectively assigned under Clause 5 of the Deed (Assignment) the Accounts and all money at any time standing to the credit of the Accounts,</p> <p data-bbox="355 835 1458 898">1 3 4 all monies standing to the credit of the Company from time to time on any and all accounts not otherwise charged by Clause 4 3 3 of the Deed,</p> <p data-bbox="355 931 1437 1023">1 3 5 to the extent that any of the rights, title, interests and benefits referred to in Clause 5 1 of the Deed are not effectively assigned under Clause 5 of the Deed (Assignment), such rights, title, benefit and interests referred to therein,</p> <p data-bbox="355 1057 1337 1120">1 3 6 to the extent not effectively assigned under Clause 5 of the Deed (Assignment), the Receivables,</p> <p data-bbox="355 1153 1337 1216">1 3 7 to the extent not effectively assigned under Clause 5 of the Deed (Assignment), the Concessions Receivables,</p> <p data-bbox="355 1249 1469 1312">1 3 8 to the extent not effectively assigned under Clause 5 of the Deed (Assignment), the Store Card Receivables,</p> <p data-bbox="355 1346 1337 1408">1 3 9 to the extent not effectively assigned under Clause 5 of the Deed (Assignment), the Non-Qualifying Loan Agreements,</p> <p data-bbox="355 1442 1453 1505">1 3 10 to the extent not effectively assigned under Clause 5 of the Deed (Assignment), all its rights, title and interest in the Qualifying Loan Agreements,</p> <p data-bbox="355 1538 1433 1601">1 3 11 the Insurance, the benefit of any claim to Insurance proceeds and the right to return of any insurance premium in relation to Insurance,</p> <p data-bbox="355 1635 1465 1697">1 3 12 all its rights under any letters of credit issued in its favour any any bills of exchange and other negotiable instruments held by it,</p> <p data-bbox="355 1731 1374 1794">1 3 13 the benefit of all licences, consents, authorisations and agreements held or utilised in connection with its business or the use of any Security Assets,</p> <p data-bbox="355 1827 770 1856">1 3 14 all Intellectual Property Rights,</p> <p data-bbox="355 1890 940 1919">1 3 15 the Materials (in existence at 11 March 2003),</p> <p data-bbox="355 1953 748 1982">(continued on continuation sheet 2)</p>

# MG02 - continuation page

## Statement of satisfaction in full or in part of mortgage or charge

4

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1 3 16 its goodwill,

1 3 17 its uncalled capital, and

by way of a first equitable charge all its future interest in

1 3 18 the Materials (not yet in existence by created, owned or acquired by the Company after 11 March 2003)

#### 2 ASSIGNMENT

Without prejudice to the generality of the Deed, the Company by way of security with full title guarantee assigned and agreed to assign absolutely in favour of GMAC all the rights, title interest and benefit of the Company in and to

2 1 the sale and purchase agreement dated 10 March 2003 entered into between, amongst others, Riverhawk Investments Limited and IBIS (812) Limited,

2 2 the Receivables

2 3 the Concessions Receivables,

2 4 the Store Card Receivables,

2 5 the Non-Qualifying Loan Receivables,

2 6 the Accounts and all money at any time standing to the credit of the Accounts,

2 7 the Qualifying Loan Agreements, and

2 8 the Concession Agreements

#### 3 FLOATING CHARGE

The Company charged, with full title guarantee, in favour of GMAC, by way of a first floating charge, all its present and future undertaking and assets not effectively charged by way of legal mortgage or fixed charge under Clause 4 of the Deed (Fixed Security) or effectively assigned by way of security under Clause 5 of the Deed (Assignment) as security for the Secured Liabilities

#### 4 CONVERSION OF FLOATING CHARGE

4 1 Conversion

The floating charge created under Clause 5 of the Deed (Floating Charge) converts into a fixed charge

(continued on continuation sheet 3)

## MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged	
Short particulars	<p>Please give the short particulars of the property mortgaged or charged</p> <p>4 1 1 when GMAC gives notice to the Company, at any time while an Event of Default is outstanding, or any any time when GMAC considers a Security Asset to be in jeopardy, and</p> <p>4 1 2 automatically and without notice to the Company, on the convening of a meeting of members of the Company to consider a winding-up resolution or on presentation of a petition to wind up the Company which is not frivolous or vexatious or, in respect of the assets concerned, if the Company is in breach of Clause 11 1 of the Deed (Negative Pledge)</p> <p>4 2 Partial conversion</p> <p>If GMAC specifies in the notice referred to in Clause 7 1 1 of the Deed (Conversion) that the conversion relates only to a class of Security Assets, this restriction does not constitute a waiver of GMAC's rights to convert the floating charge into a fixed charge in relation to other Security Assets at a later date</p> <p>5 Negative Pledge</p> <p>The Company will not do, or purport or agree to do, any of the following</p> <p>5 1 create or permit to subsist any Security Interest over any of its present or future assets, property or undertaking except for Permitted Security Interests, or</p> <p>5 2 sell, transfer, lease, lend or otherwise dispose of (whether by one or a series of transactions, whether related or not) all or any part of its present or future assets, property or undertaking including, without limitation, by any form of sale and leaseback or factoring (except for disposals of its assets, property and/or undertaking which are for the time being subject of the floating charge created by the Deed which are made only in the ordinary course of trading),</p> <p>except in favour of GMAC, with the prior written consent or GMAC or as otherwise permitted pursuant to any Finance Document</p>	

# MG02

Statement of satisfaction in full or in part of 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. The contact information you give will be visible to searchers of the public record.

Contact name	ID 961545
Company name	Dechert LLP
Address	160 Queen Victoria Street
Post town	London
County/Region	London
Postcode	E C 4 V 4 Q Q
Country	United Kingdom
Dx	30 London
Telephone	02071847000

## 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 completed the charge details in Section 2
- You have completed the name and address of the chargee, or trustee for the debenture holders
- You have completed the short particulars of the property mortgaged or charged
- You have confirmed whether the charge is to be satisfied in full or in part
- You have signed the form

## Important information

Please note that all information on this form will appear on the public record

## 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)