

MG01

Particulars of a mortgage or charge

532061/13



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
company. To do this, please use
form MG01s

TUESDAY



A26DY5FT
A18 16/04/2013 #378
COMPANIES HOUSE

1	Company details	1 2	For official use
Company number	0 0 0 1 9 1 4 9	→ 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	Jaeger Holdings Limited (the "Company")		
2	Date of creation of charge		
Date of creation	d ⁰ d ⁵ m ⁰ m ⁴ y ² y ⁰ y ¹ y ³		
3	Description		
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' A security agreement dated 5 April 2013 between (1) the Company, (2) Becap Jaeger (UK) Limited, (3) Jaeger London Limited, (4) The Jaeger Company's Shops Limited, (5) The Jaeger Company Limited, (5) CV Financial Services Limited and (6) BECAP12 GP Limited acting in its capacity as general partner of BECAP12 GP LP acting in its capacity as general partner of BECAP 12 Fund LP (the "Security Agent") (the "Security Agreement")		
4	Amount secured		
Amount secured	Please give us details of the amount secured by the mortgage or charge All present and future moneys, obligations and liabilities owed by any Chargor to the Loan Note Parties, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, under or in connection with the Finance Documents (the "Secured Liabilities") Capitalised terms are defined in the main body of, or continuation sheet to, this form MG01. Please see continuation sheet for fuller details	Continuation page Please use a continuation page if you need to enter more details	

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Amount secured

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

Amount secured

References to the Secured Liabilities shall be construed in relation to the Finance Documents so as to include (i) any increase or reduction in any amount owed or made available for subscription 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 loan note, payment in kind or loan note instrument provided in substitution for or in addition to the Finance Documents, (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 Security Agreement secures further advances made under the Finance Documents and Loan Notes subscribed for pursuant to the terms of the Loan Note Instrument

In this Form MG01

Additional Chargor: means any person which becomes a Chargor by executing a Deed of Accession,

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

Chargor: means an Original Chargor or an Additional Chargor,

Deed of Accession: a deed accession in substantially the form set out in schedule 6 (*Deed of Accession*) to the Security Agreement,

Finance Documents: means the Security Agreement, the Loan Note Instrument and the Loan Notes,

Loan Note Holders: means the Original Loan Note Holder and any other person for the time being entered as a Loan Note Holder in the Register,

Loan Note Instrument: means the loan note instrument dated 5 April 2013 and made by Becap Jaeger (UK) Limited constituting up to £17,258,851 in nominal amount of secured series A loan notes and an unlimited amount of secured payment in kind notes,

Loan Note Parties: means the Loan Note Holders, the Security Agent and/or any Receiver and **Loan Note Party** means any of them,

Loan Notes: means the secured series A loan notes constituted by the Loan Note Instrument and **Loan Note** means any of them;

Original Chargor: means the Company, Becap Jaeger (UK) Limited, Jaeger London Limited, The Jaeger Company's Shops Limited, The Jaeger Company Limited and CV Financial Services Limited,

Receiver: means a person appointed by the Security Agent to be a receiver or receiver and manager or (if permitted by law) an administrative receiver of all or any part of the Charged Assets of any Chargor,

Register: means the register maintained by (or on behalf of) Becap Jaeger (UK) Limited as issuer in respect of the Loan Notes, and

Security: means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or

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Amount secured

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

Amount secured

arrangement having similar effect

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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	BECAP12 GP Limited	
Address	Heritage Hall, PO Box 225, Le Marchant Street	
	St Peter Port, Guernsey	
Postcode	G Y 1 4 H Y	
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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Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature

X Macfarlanes LLP X

This form must be signed by a person with an interest in the registration of the charge

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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 CEM/628523

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:

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



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Part I - Property mortgaged or charged

As a continuing security for the payment or discharge of the Secured Liabilities, the Company with full title guarantee

- 1 granted to the Security Agent (as trustee for the Loan Note Parties), a charge by way of legal mortgage over all its Properties which are listed in List A below,
- 2 charged to the Security Agent (as trustee for the Loan Note Parties), by way of first fixed charge, all its
 - 2.1 Properties acquired by it after the date of the Security Agreement,
 - 2.2 Property Interests,
 - 2.3 Equipment,
 - 2.4 Securities,
 - 2.5 Securities System Rights;
 - 2.6 Intellectual Property,
 - 2.7 Debts,
 - 2.8 Accounts,
 - 2.9 Goodwill and Uncalled Capital, and
 - 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 paragraphs 1-3 (inclusive),
- 3 assigned to the Security Agent (as trustee for the Loan Note Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies
- 4 charged to the Security Agent (as trustee for the Loan Note Parties), 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 1-3 (inclusive) above and (b) all its assets situated in Scotland

The Security Agreement provides that on the occurrence of any of certain specified events that 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

The Security Agreement also provides that if any of certain specified events occurs the Security Agent may at any time thereafter, by notice to the Company, convert the floating charge created by the Security Agreement with immediate effect into a fixed charge over all or any of floating charge assets of the Company specified in such notice (but without prejudice to the Security Agent's rights to serve a notice in respect of any other floating charge assets and any other rights of the Security

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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

Agent whatsoever)

Any asset acquired by the Company after any conversion of the floating charge created under the Security Agreement, in accordance with clauses 3.2 3 (Automatic Conversion of floating charge) or 3 2 4 (Conversion of floating charge by notice) of the Security Agreement which but for such conversion would be subject to a floating charge shall, (unless the Security Agent confirms in writing to the contrary) be charged to the Security Agent (as trustee for the Loan Note Parties) by way of first fixed charge

There is excluded from the security created by the Security Agreement any leasehold property held by the Company under a lease which precludes either absolutely or conditionally (including requiring the consent of any third party) the Company 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 Security Agent (as trustee for the Loan Note Parties)

If the Company acquires any freehold or leasehold property, whether registered or unregistered, (other than any Short Leasehold Property) it must, immediately on request by the Security Agent and at its own cost, execute and deliver to the Security Agent a legal mortgage in favour of the Security Agent of that property in such form as the Security Agent may require (or such other Security in the jurisdiction where such property is located as the Security Agent may require)

In this Form MG01

Accounts: means 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 now or at any time hereafter (and from time to time) owned, operated or held by the Company or in which the Company has an interest,

Debts: means all book and other debts, of any kind whatsoever now or at any time hereafter (and from time to time) due, owing or payable to the Company or in which the Company 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: means all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property now or at any time hereafter (and from time to time) owned by the Company, and any part thereof, together with the benefit of all contracts and warranties relating to the same,

Goodwill: means all goodwill now or at any time hereafter (and from time to time) of or in the Company,

Insurance Policies: means all contracts and policies of insurance or assurance and all moneys payable under or pursuant to such policies, now or at any time hereafter (and from time to time) taken out by or on behalf of the Company or (to the extent of its interest) in which the Company has

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

an interest excluding, in each case, contracts and policies of insurance or assurance which relate to liabilities to third parties,

Intellectual Property: means 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, now or at any time hereafter (and from time to time) owned or held by the Company or (to the extent of its interest) in which the Company has an interest,

Properties: means 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 Company but excluding in each case Short Leasehold Properties,

Property Interests: means 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 Company,

Securities: means all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) now or at any time hereafter (and from time to time) owned by the Company, or in which the Company 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,

Securities System: means any securities system or other system or facility providing means for the deposit of and/or clearance of transactions in securities, whether established in the United Kingdom or elsewhere,

Securities System Rights: means all rights of any Chargor present or future (and from time to time) against the operator of any Securities System in relation to any Securities that are held in a Securities System or against any third party through whom such Chargor holds such Securities or against any custodian or participant in relation to any Securities,

Short Leasehold Property: means 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 Company under which the Company is obliged to pay a rack rent, 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 Company, and

Uncalled Capital: means all the uncalled capital now or at any time hereafter (and from time to time) of the Company

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

List A (Properties owned at date of charge)

Part A. Registered Land

n/a

Part B. Unregistered Land

n/a

Part II - Relevant restrictions and covenants

- 1 In the Security Agreement the Company has covenanted with the Security Agent that it will not at any time
- 1.1 Create or purport to create or permit to 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
- 2 In the Security Agreement the Company has undertaken that it shall not, save as permitted by the Security Agent, 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 Security Agreement.
- 3 Under the Security Agreement the Company must, if called upon so to do by the Security Agent, execute a legal assignment of the Debts to the Security Agent (as trustee for the Loan Note Parties) in such terms as the Security Agent may require and give notice thereof to the debtors from whom the Debts are due, owing or incurred
- 4 Under the Security Agreement the Company must, promptly upon request by the Security Agent or any Receiver or Administrator, at its own expense, take whatever action the Security Agent or a Receiver or Administrator may require for.
 - 4.1 creating, perfecting or protecting any security intended to be created by or pursuant to the Security Agreement;
 - 4.2 facilitating the realisation of any Charged Asset,
 - 4.3 exercising any right, power or discretion conferred on the Security Agent, or any Receiver or any Administrator or any of their respective delegates or sub-delegates in respect of any Charged Asset, or
 - 4.4 creating and perfecting security in favour of the Security Agent (equivalent to the security intended to be created by the Security Agreement) over any assets of any Chargor located in any

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

jurisdiction outside England and Wales

This includes

- a) the re-execution of the Security Agreement,
 - b) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, and
 - c) the giving of any notice, order or direction and the making of any filing or registration,
- which, in any such case, the Security Agent (or the Receiver or Administrator, as appropriate) may think expedient.

DX



FILE COPY

**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. 12

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 5
APRIL 2013 AND CREATED BY JAEGER HOLDINGS LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO THE LOAN NOTE PARTIES 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 16 APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 APRIL 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES