

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01



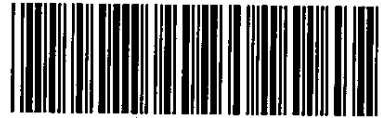
Particulars of a charge

A fee is payable with this form
Please see 'How to pay' on the last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

What this form is for
You may use this form to register a charge created or evidenced by an instrument

What this form is NOT for
You may not use this form to register a charge where an instrument is used. Use form MR02.



A4MIPUHK		
A06	18/12/2015	#164
COMPANIES HOUSE		
A4LVM8CR		
A32	09/12/2015	#58
COMPANIES HOUSE		

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form scanned and placed on the public record. **Do not send the original**

FRIDAY
WED

1 Company details

Company number: 0 0 0 1 9 1 4 9 ✓

Company name in full: Jaeger Holdings Limited ✓

1 5 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 Charge creation date

Charge creation date: d0 d2 m1 m2 y2 y0 y1 y5 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name: Becap12 GP Limited, as general partner of Becap12 GP LP, as general partner of Becap12 Fund LP ✓

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below

I confirm that there are more than four persons, security agents or trustees entitled to the charge

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Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Brief description

The leasehold land at 2 Livery Street, Leamington Spa, CV32 4NP (title number WK471415). For more details of land, ship, aircraft or intellectual property charged please refer to the instrument ✓

Please limit the description to the available space

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

Yes

No ✓

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

Yes Continue ✓

No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

Yes

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box ✓

Yes

No

8 Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

① This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X *Margartanes UP* X

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

MR01

Particulars of a 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 Valery Nformba

Company name Macfarlanes LLP

Address 20 Cursitor Street

Post town

County/Region London

Postcode E C 4 A 1 L T

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 a certified copy of the instrument with this form
- You have entered the date on which the charge was created
- You have shown the names of persons entitled to the charge
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- You have given a description in Section 4, if appropriate
- You have signed the form
- You have enclosed the correct fee
- Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 19149

Charge code: 0001 9149 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd December 2015 and created by JAEGER HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th December 2015

Ex

Given at Companies House, Cardiff on 29th December 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Date 2 December 2015

THE COMPANIES LISTED IN SCHEDULE 2

as Chargors

**BECAP12 GP LIMITED ACTING IN ITS CAPACITY AS GENERAL PARTNER OF
BECAP12 BP LP. ACTING IN ITS CAPACITY AS GENERAL PARTNER OF BECAP12
FUND LP**

as Security Agent

SUPPLEMENTAL SECURITY AGREEMENT

SAVE FOR MATERIAL REDACTED PURSUANT TO S 859G
COMPANIES ACT 2006, THIS COPY INSTRUMENT IS
CERTIFIED TO BE A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.

Macfarlanes LLP

DATE: *08/12/15*

MACFARLANES LLP
20 CURSITOR STREET
LONDON EC4A 1LT

DATE

2 December 2015

PARTIES

- 1 **THE COMPANIES** whose names and numbers are listed in schedule 2 (the "**Chargors**"), and
- 2 **BECAP12 GP LIMITED**, a non-cellular company limited by shares registered in Guernsey, of Heritage Hall, PO Box 225, Le Marchant Street, St Peter Port GY1 4HY acting in its capacity as general partner of **BECAP12 GP LP**, a limited partnership registered in Guernsey, of Heritage Hall, PO Box 225, Le Marchant Street, St Peter Port GY1 4HY acting in its capacity as general partner of **BECAP12 FUND LP**, a limited partnership registered in Guernsey, of Heritage Hall, PO Box 225, Le Marchant Street, St Peter Port GY1 4HY acting as security agent and trustee for the Loan Note Parties (the "**Security Agent**")

BACKGROUND

- A This deed is supplemental to a Security Agreement dated 14 October 2015 made between (1) the Chargors and (2) the Security Agent (the "**Security Agreement**")
- B The Chargors are obliged by the Security Agreement to mortgage the New Charged Assets to the Security Agent
- C The parties intend this document to take effect as a deed notwithstanding the fact that the parties may only execute this document under hand

OPERATIVE PROVISIONS

1 **Definitions and interpretation**

1.1 **Definitions**

Unless the context requires otherwise, terms defined in or for the purposes of the Security Agreement shall have the same meaning when used in this deed (including the parties and background sections) and in addition the following terms shall have the following meanings in this deed (including the parties and background sections):

New Charged Assets: the New Properties and the assets referred to in clauses 2.2, and

New Properties: the properties briefly described in schedule 2 to this deed

1.2 **Interpretation**

1.2.1 The provisions of clause 1.2 (*Construction*) and clause 1.4 (*Secured Liabilities*) of the Security Agreement shall also apply to this deed as if set out (with any necessary modifications) in this deed.

1.2.2 The provisions of clause 1.3 (*Nature of security over real property*) of the Security Agreement shall also apply to references in this deed to the New Properties

2 **Grant of security**

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

- 2.1 grants to the Security Agent a charge by way of legal mortgage over all of the New Properties, and

2 2 charges to the Security Agent by way of first fixed charge all Property Interests relating to the New Properties

3 **Land Registry**

In respect of any of the New Properties or part of or interest in any of the New Properties title to which is registered at the Land Registry the Chargors hereby consents to the entry of the following restriction on the register of its title to such New Properties

"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 14 October 2015 in favour of BECAP12 GP Limited acting in its capacity as general partner of BECAP12 GP LP, acting in its capacity as general partner of BECAP12 Fund LP referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer"

4 **Representations and warranties**

The Chargors makes the representations and warranties set out in clause 13.1 (*Representations and warranties*) of the Security Agreement on the date of this deed

5 **Incorporated provisions**

5 1 Subject to clause 5 2, all the provisions of the Security Agreement are deemed to be incorporated in this deed as if set out (with any necessary modifications) in this deed and shall apply in relation to the New Charged Assets as they apply to the Charged Assets

5 2 Clause 5.1 above does not apply to clauses 3 1 (*Fixed security*) and 3.2 (*Floating security*) of the Security Agreement and in the case of clause 1 (*Definitions and interpretation*) of the Security Agreement is subject to clause 1 of this deed

5 3 The New Charged Assets shall be deemed part of the Charged Assets for the purposes of the Security Agreement

6 **Section 2(1) Law of Property (Miscellaneous Provisions) Act 1989**

The terms of the Finance Documents and of any side letters between any parties in relation to the Finance Documents are incorporated in this deed to the extent required to ensure that any purported disposition of the New Properties contained in this deed is a valid disposition in accordance with s 2(1) Law of Property (Miscellaneous Provisions) Act 1989

7 **Finance Document**

The parties designate this deed as a Finance Document

8 **Counterparts**

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument

9 **Governing law**

This deed and any non-contractual obligations arising out of or in connection with it are governed by English law

In witness whereof this deed has been duly executed on the date set out at the head of it

SCHEDULE 1

New Properties

Property description	Registered owner	Tenure	Title Number
Unit R S 330, Cabot Place, North Colonnade, London	The Jaeger Company's Shops Limited	Leasehold	AGL227081
Unit 58/59 BMG McArthur Glen Designer Outlet Village, Bridgend	The Jaeger Company's Shops Limited	Leasehold	CYM280269
Unit K9, Freeport Village, Charter Way, Braintree, CM77 8YH	The Jaeger Company's Shops Limited	Leasehold	EX845325
Unit U104b, Upper Guild Hall, Bluewater, Greenhithe, DA9 9SS	Jaeger Holdings Limited	Leasehold	K889247
114 The Arcade, Westfield Stratford City, Montfichet Road, Olympic Park, London, E20 1EL	Jaeger Company's Shops Limited (The)	Leasehold	TGL363586
30 Clarks Village, Street, BA16 0BB	The Jaeger Company's Shops Limited	Leasehold	WS53697
38-39 Little London, Chichester, PO19 1PL	The Jaeger Company's Shops Limited	Leasehold	WSX313681
Unit N4 Brent Cross Shopping Centre, Hendon, London	The Jaeger Company's Shops Limited	Leasehold	AGL238916
Jaeger, Lubeck Road, North Lynn Industrial Estate, King's Lynn, PE30 2JE	The Jaeger Company's Shops Limited	Leasehold	NK424617
5 Cambridge Crescent, Harrogate, HG1 1PE	The Jaeger Company's Shops Limited	Leasehold	NYK330451
Jaeger, 2 Livery Street, Leamington Spa, CV32 4NP	Jaeger Holdings Limited	Leasehold	WK471415

SCHEDULE 2

The Chargors

Name	Registered Number
Jaeger London Limited	06587828
Jaeger Holdings Limited	00019149
The Jaeger Company's Shops Limited	00355439
The Jaeger Company Limited	00431769
Becap Jaeger (UK) Limited	08025786
Jaeger Head Office Limited	09719672
Jaeger Shops Limited	09719639

SIGNATORIES

The Chargors

EXECUTED as a DEED and
DELIVERED by JAEGER LONDON LIMITED
acting by



in the presence of CAROLINE LEE



EXECUTED as a DEED and
DELIVERED by JAEGER HOLDINGS LIMITED
acting by



in the presence of CAROLINE LEE
23 BROADWICK ST
LONDON W1P 3JQ

EXECUTED as a DEED and
DELIVERED by THE JAEGER COMPANY'S SHOPS LIMITED
acting by



in the presence of CAROLINE LEE



EXECUTED as a DEED and
DELIVERED by THE JAEGER COMPANY LIMITED
acting by



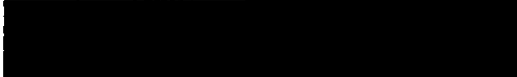
in the presence of CAROLINE LEE



EXECUTED as a DEED and
DELIVERED by BECAP JAEGER (UK) LIMITED
acting by:



in the presence of CAROLINE LEE



EXECUTED as a DEED and
DELIVERED by JAEGER HEAD OFFICE LIMITED
acting by



in the presence of CAROLINE LEE



EXECUTED as a DEED and
DELIVERED by JAEGER SHOPS LIMITED
acting by



in the presence of CAROLINE LEE



The Security Agent

EXECUTED as a DEED)
by BECAP12 GP LIMITED, a non-cellular)
company limited by shares incorporated)
in Guernsey, acting in its capacity as)
general partner of)
BECAP12 GP LP, acting in its capacity)
as general partner of BECAP12 FUND LP)
by) and)
being)
persons who, in accordance with the)
laws of that territory, are acting)
under the authority of that company.)

**EXECUTED as a DEED and
DELIVERED by JAEGER SHOPS LIMITED
acting by**

in the presence of

The Security Agent

EXECUTED as a DEED)
by BECAP12 GP LIMITED, a non- cellular)
company limited by shares incorporated)
in Guernsey, acting in its capacity as)
general partner of)
BECAP12 GP LP, acting in its capacity)
as general partner of BECAP12 FUND LP)

by *Laurence McNairn* and)
Norman Amey being)
persons who, in accordance with the)
laws of that territory, are acting)
under the authority of that company)

