

# MR04

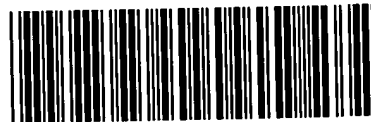
## Statement of satisfaction in full or in part of a charge



Companies House

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

THURSDAY



A44 \*ACCIHLZT\* 21/09/2023 #148  
COMPANIES HOUSE  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **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  
against a company.

☐ **What this form is NOT for**  
You may not use this form to  
register a statement of satisfaction  
in full or in part of a mortgage or  
charge against an LLP. Use form  
LL MR04.

### 1 Company details

Company number 0 2 5 3 4 7 2 1

Company name in full BB Investments

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals.  
  
All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation

When was the charge created?

→ Before 06/04/2013. Complete **Part A and Part C**

→ On or after 06/04/2013. Complete **Part B and Part C**

## Part A Charges created before 06/04/2013

### A1 Charge creation date

Please give the date of creation of the charge.

Charge creation date 2 0 0 1 2 0 1 0

### A2 Charge number

Please give the charge number. This can be found on the certificate.

Charge number\* 1

### A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is  
created or evidenced.

Instrument description A debenture dated 20 January 2010 (the Debenture) executed by the  
Company, USI Overseas Holdings Limited and UKOS Investments  
Limited (collectively, the Chargors) in favour of Wilmington Trust FSB  
as Collateral Agent (the Collateral Agent) for the Secured Parties.

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

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**Short particulars of the property or undertaking charged**

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

Short particulars

Please see continuation pages.

**Continuation page**

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

**Part B**

**Charges created on or after 06/04/2013**

B1

**Charge code**

Please give the charge code. This can be found on the certificate.

Charge code ❶

-     -

**❶ Charge code**

This is the unique reference code allocated by the registrar.

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**Part C To be completed for all charges****C1****Satisfaction**

I confirm that the debt for the charge as described has been paid or satisfied.  
Please tick the appropriate box.

☒ In full  
☐ In part

**C2****Details of the person delivering this statement and their interest in the charge**

Please give the name of the person delivering this statement

Name

Please give the address of the person delivering this statement

Building name/number

Jacuzzi Group Head Office

Street

Turnberry Park Road

Gildersome, Morley

Post town

Leeds

County/Region

Postcode

L S 2 7 L E

Please give the person's interest in the charge (e.g. chargor/chargee etc).

Person's interest in the charge

A CHARGOR


**C3****Signature**

Please sign the form here.

Signature

Signature

X

  
Jason Weintraub (Sep 8, 2023 10:18 PDT)

X

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## Statement of satisfaction in full or in part 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

MMANAKE MSIZA

Company name

DLA PIPER UK LLP

Address

160 ALDERSGATE STREET

BARBICAN

Post town

LONDON

County/Region

Postcode

E 1 C A 4 H T

Country

DX

Telephone

+44 20 7349 0296

**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.

**Part A Charges created before 06/04/2013**

- ☐ You have given the charge date.  
☐ You have given the charge number (if appropriate)  
☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4.

- ☐ **Part B Charges created on or after 06/04/2013**  
 You have given the charge code.

☐ **Part C To be completed for all charges**

- ☐ You have ticked the appropriate box in Section C1.  
 You have given the details of the person delivering this statement in Section C2.  
☐ 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,  
 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](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)

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

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### Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>Form MR04 - continuation page 1 of 5</p> <p>BB Investments (Company Number: 02534721)</p> <p>Pursuant to clause 3.1 (Fixed Charges Over Shams) of the Debenture:</p> <p>As continuing security for the full and punctual payment, performance and discharge of the Secured Obligations, with full title guarantee and free of any security interest, the Company has charged by way of first fixed charge all its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights in respect of such Shares (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise), in favour of the Collateral Agent for the benefit of the Secured Parties.</p> <p>Pursuant to clause 3.2 (Fixed Charges Over Bank Accounts) of the Debenture:</p> <p>The Company has charged by way of first fixed charge, all of its right, title and interest from time to time in its Bank Accounts.</p> <p>Pursuant to clause 3.3 (Assignment Over Receivables) of the Debenture:</p> <p>(A) The Company has assigned absolutely to the Collateral Agent (acting as agent as aforesaid) all its present and future right, title and interest in and to each Receivable.</p> <p>(B) To the extent that any right, title or interest in relation to the Receivables is not capable of being assigned as purported to be assigned, pending such interest becoming capable of assignment, the assignment purported to be effected by the Debenture shall only operate as an assignment by way of continuing security of any and all proceeds, damages, compensation, remuneration, profit, rent or income which the Company may derive therefrom or be awarded or entitled to in respect thereof to the extent so capable of being assigned, in each case as continuing security for the payment, discharge and performance of the Secured Obligations. Forthwith upon receipt of the relevant consent, the relevant right, title or interest shall stand assigned to the Collateral Agent under the relevant provisions of clause 3.3 (Assignment Over Receivables) of the Debenture.</p> <p>Pursuant to clause 3.4 (Floating Charge) of the Debenture:</p> <p>(A) As continuing security for the full and punctual payment, performance and discharge of the Secured Obligations, with full title guarantee, the Company has charged by way of first floating charge all its present and future assets, property, business, undertaking and uncalled capital together with all Related Rights in favour of the Collateral Agent as agent for the Secured Parties.</p> <p>(B) This floating charge shall be without prejudice to and shall rank behind all fixed Security but shall rank in priority to any other security interest created by the Company after the date of the Debenture.</p> <p>(C) Paragraph 14 of Schedule 61 to the Insolvency Act 1986 applies to the floating charge created by the Debenture.</p> <p>(D) If any third party consent is necessary to enable an asset of the Company to be the subject of an effective floating charge, paragraph (A) is subject to any such consent being obtained. Restrictions on and covenants given by the Company which protect and further define the property mortgaged or charged pursuant to the Debenture:</p>	

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

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### Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>Form MR04 - continuation page 2 of 5</p> <p>BB Investments (Company Number: 02534721)</p> <p>Restrictions on and covenants given by the Company which protect and further define the property mortgaged or charged pursuant to the Debenture:</p> <p><b>1. FURTHER ASSURANCE</b></p> <p>The Company shall (at its own cost), promptly take all action necessary or desirable to:</p> <p>(A) ensure that the Security is and remains valid, legally binding and enforceable;</p> <p>(B) perfect, preserve or protect the Security and its priority;</p> <p>(C) confer on the Collateral Agent security interests over any of its property and assets located in any jurisdiction outside England and Wales equivalent or similar to the Security;</p> <p>(D) facilitate the exercise of any and all of the Security Rights and the realisation of the Security Assets; and/or</p> <p>(E) satisfy, and ensure that each of its Subsidiaries satisfies, the undertakings contained in the Credit Agreement within the time periods specified with respect thereto and deliver opinions specified therein as well as opinions regarding due capacity and authority of the relevant Loan Parties, and the enforceability of the relevant Loan Documents, and such other opinions as may be provided on a financing of this nature, in each case in a form reasonably satisfactory to the Collateral Agent and certain of the Lenders,</p> <p>including the execution of all such mortgages, charges, assignments and other documents, the giving of all such notices, orders, instructions and directions and the making of all such registrations and filings as the Collateral Agent or any receiver or delegate may reasonably consider necessary from time to time.</p> <p><b>2. NEGATIVE PLEDGE</b></p> <p>(A) The Company has covenanted and agreed with the Collateral Agent pursuant to the terms of the Loan Documents that it will not create, incur, assume or permit to exist any Lien on any property or assets (including stock or other securities of any person, including USIOH, the Borrower and any Subsidiary), other than Permitted Liens, at the time owned by it or on any income or revenues or rights in respect of any thereof.</p> <p>(B) The Company has covenanted and agreed that it shall not do or cause or permit to be done anything which may materially depreciate, jeopardise or otherwise materially prejudice the market value of any or collateral value of the Security Assets or the rights of the Collateral Agent under the Debenture.</p> <p><b>3. CONTINUING SECURITY</b></p> <p>The Security shall remain in full force and effect as continuing security for the Secured Obligations unless and until discharged by the Collateral Agent. No part of the Security will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.</p>	

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

A4	Short particulars of the property or undertaking charged	
Short particulars	<p>Please give the short particulars of the property or undertaking charged.</p> <p>Form MR04 - continuation page 3 of 5</p> <p>BB Investments (Company Number: 02534721)</p> <p><b>DEFINITIONS</b></p> <p>"Bank Account" means in relation to each Chargor any account or sub-account opened or maintained by the Company from time to time and, in each case, the debt or debts represented thereby and all Related Rights of the Company in connection therewith.</p> <p>"Borrower" means Jacuzzi Luxco, S.a.r.l., a private limited liability company (societe a responsabilite limitee) organized and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 9, Parc d'Activite Syrdall, L-5365 Munsbach (Municipality of Schuttrange).</p> <p>"Credit Agreement" means the \$35,117,646 credit agreement dated 20 January 2010 and made between USIOH, the Borrower, the Lenders and the Collateral Agent.</p> <p>"Derived Assets" means any shares, stock or other assets which accrue or are offered, issued, paid or distributed at any time (by way of bonus, right issue, redemption, reduction, conversion, exchange, substitution, consolidation, subdivision, preference, warrant, option, purchase, dividend or otherwise) in respect of any Shares.</p> <p>"Lenders" means Newstone Capital Partners, L.P., Brigade Leveraged Capital Structures Fund Ltd., Ares Corporate Opportunities Fund II L.P., Jupiter Apollo Holdings, LLC, Clearlake Capital Partners II (Master), L.P., Newport Global Opportunity Fund LP, UBSAG, Stamford Branch, Pacholder High Yield Fund, Inc., David C. Broadbent, Sherman Family Trust II and Jupiter Super Holding, LLC.</p> <p>"Lien" shall mean, with respect to any asset, (a) any mortgage, deed of trust, lien, hypothecation, pledge, charge, security interest or similar encumbrance in or on such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset; provided that in no event shall an operating lease or an agreement to sell be deemed to constitute a Lien.</p> <p>"Loan Documents" means the Debenture; the Credit Agreement; the guarantee agreement dated 20 January 2010 between USIOH, the Borrower, UKOS Investments Limited, USI Canada Inc., the Company and the Collateral Agent; a charge over shares in the Company dated 20 January 2010 between USI Canada Inc. and the Collateral Agent; a debenture creating a fixed charge in respect of receivables dated 20 January 2010 between USIOH and the Collateral Agent; the share pledge agreement over the shares in the Borrower dated 20 January 2010, between USIOH and the Collateral Agent in the presence of the Borrower; the Collateral Agent fee letter dated 2010, by and among the Borrower and the Collateral Agent, as the same may be amended, restated, modified, supplemented, extended, renewed or replaced; any promissory note issued in accordance with the terms of the Credit Agreement and any other documents to be entered into pursuant to the Credit Agreement.</p> <p>"Loan Parties" means USIOH, the Borrower and in accordance with the terms of the Credit Agreement any material Subsidiary.</p> <p>"Obligations" means all amounts owing to any Lender or the Collateral Agent pursuant to the terms of the Credit Agreement or any other Loan Document.</p>	

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

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### Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged.						
Short particulars	<p>Form MR04 - continuation page 4 of 5</p> <p>BB Investments (Company Number: 02534721)</p> <p>"Permitted Liens" means Liens permitted to subsist under the terms of the Credit Agreement.</p> <p>"Receivable" means in relation to the Company any receivable (including the following receivables):</p> <table><tr><td>Bath USI Corp.</td><td>\$3,032,821.12</td></tr><tr><td></td><td>\$17,200,318.00</td></tr><tr><td></td><td>\$3,488,485.00</td></tr></table> <p>USI Canada Inc. \$478,115.77</p> <p>USI Mayfair Ltd \$11,935,370.00</p> <p>\$3,086,009.00</p> <p>and any other book debts and other monetary debts of any nature due or owing to the Company from time to time including, but without limitation, the benefit of all sums due or owing to it:</p> <p>(i) by way of grant, subsidy or refund by any statutory, legal or governmental body, authority or institution or by any body, authority or institution of the European Union; and</p> <p>(ii) under or deriving from all Related Rights, guarantees, indemnities, legal and equitable charges, reservation of property rights, rights of tracing and liens, any contract or agreement to which the Company is a party other than a contract of insurance, any court order, claim or judgement and letters of credit of any nature enjoyed or held by the Company in relation thereto.</p> <p>"Related Rights" means, in relation to any Security Asset:</p> <p>(a) the proceeds of sale or other disposal of any part of that asset;</p> <p>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;</p> <p>(c) all other assets and rights at any time receivable or distributable in respect of, or in exchange for, that asset;</p> <p>(d) the benefit of all rights in respect of or appurtenant to that asset (including, the benefit of all claims, distributions, covenants for title, warranties, guarantees, indemnities and security interests); and</p> <p>(e) any moneys and proceeds paid or payable in respect of that asset, and (to the extent not included in paragraphs (a) to (e) above), in relation to Shares, includes all Derived Assets and all cash dividends, interest and other sums paid or payable in respect of any Shares.</p> <p>"Secured Parties" shall mean the persons to whom the Obligations are owed, and shall include, for the avoidance of doubt, the Lenders and the Collateral Agent.</p> <p>"Security" means the security interests constituted or expressed to be constituted in favour of the Collateral Agent by or pursuant to the Debenture.</p> <p>"Security Assets" means all the assets which from time to time are the subject of the Security.</p>	Bath USI Corp.	\$3,032,821.12		\$17,200,318.00		\$3,488,485.00
Bath USI Corp.	\$3,032,821.12						
	\$17,200,318.00						
	\$3,488,485.00						

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

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### Short particulars of the property or undertaking charged

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

Short particulars

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BB Investments (Company Number: 02534721)

"Security Rights" means all rights of the Collateral Agent or any receiver or delegate provided by or pursuant to the Debenture or by law in respect of the subject matter of the Debenture.

"Shares" means all of the shares in each directly owned subsidiary of the Company, held by, to the order or on behalf of, the Company at any time.

"Subsidiary" means, unless the context otherwise requires, a subsidiary of USIOH notwithstanding a subsidiary which shall be deemed to be excluded as a subsidiary of USIOH or any of the Subsidiaries for the purposes of and under the Credit Agreement (provided, for the avoidance of doubt, that a formerly executed subsidiary of the Company that is redesignated as a Subsidiary pursuant to the terms of the Credit Agreement shall be a Subsidiary).