

MG01

Particulars of a mortgage or charge

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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**
You cannot use this form to register
particulars of a charge for a
company. To do this, please use
form MG01s

WEDNESDAY



A17 27/03/2013 #142
COMPANIES HOUSE

1 Company details

Company number 0 1 8 9 4 0 2 2

Company name in full Jackel International Limited
(the "Charging Company")

For official use

→ **Filling 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 2 5 0 3 2 0 1 3

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 Share pledge agreement dated 25 March 2013 relating to shares in Mayborn Morocco SARL and
made between the Charging Company in favour of the Governor and Company of the Bank of
Ireland (in its capacity as Security Agent for the Beneficiaries (as defined in the Continuation Pages
to Section 6 of this Form MG01)) (the "Share Pledge")

4 Amount secured

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

Amount secured The Secured Sums (as defined in the Continuation Pages to Section
6 of this Form MG01)

Reference to any Finance Document (as defined in the Continuation
Pages to Section 6 of this Form MG01) includes references to such
Finance Document as supplemented, varied, amended, modified,
novated or replaced from time to time in accordance with its terms
and to any agreement, deed or document executed pursuant thereto

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 The Governor and Company of the Bank of Ireland

Address (in its capacity as Security Agent for the Beneficiaries)

2 Burlington Plaza, Burlington Road, Dublin 2, Ireland

Postcode

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

In this Section 6, references to Clauses and Schedules are to Clauses of, and Schedules to, the Share Pledge unless otherwise specified. References in this Form MG01 to the Share Pledge or to any other document (including any Finance Document) include references to the Share Pledge, or to such other document, as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.

The Continuation Pages to this Section 6 refer to covenants by and restrictions on the Charging Company which protect and further define the charges created by the Share Pledge and which must be read as part of those charges.

Please see Continuation Page 1

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Continuation Page 1</p> <p>Particulars of property mortgaged or charged</p> <ol style="list-style-type: none"> 1 As security for the Secured Sums, the Charging Company granted to the Beneficiaries, pursuant to the shareholders' decision, represented by the Security Agent, a first ranking pledge over one share of the Company having a nominal value of one Moroccan Dirham, representing 0.01 % of the share capital and voting rights of the Company (the "Pledged Shares"), in accordance with articles 1170 et seq of the Moroccan Code of Obligations and Contracts and articles 337 and seq of the Moroccan Commercial Code 2 Any share which may be substituted for, or added to, the Pledged Shares by way of exchange, consolidation, division or free distribution of shares, are to be automatically pledged in favour of the Beneficiaries under the Share Pledge without such incorporation constituting in any manner whatsoever a novation of the rights and security granted to the Security Agent on behalf of the Beneficiaries, without prejudice to the rights of the Charging Company to receive and retain any and all profits, interest and other distributions paid or payable in respect of the Pledged Shares pursuant to the provisions of Clause 3.2.2 3 In the event the Company decides to reduce its share capital due to losses and such reduction is followed by an increase in share capital, any new shares issued by the Company and attributed to the Charging Company shall be considered as being Pledged Shares, without such issuance constituting in any manner whatsoever a novation of the rights and security granted to the Beneficiaries <p>Covenants and Restrictions in the Share Charge</p> <ol style="list-style-type: none"> 1 Under Clause 2.3 (<i>Pledge of Shares</i>), in the event the Company decides to reduce its share capital other than due to losses, the Charging Company covenants that it shall not present the Pledged Shares to the Company in order for such Pledged Shares to be purchased by the Company, except as permitted under the terms of the Finance Documents 2 Under Clause 3.2.1 (<i>Corporate Covenants</i>), the Charging Company undertook (save as otherwise permitted under the Finance Documents) that during the whole term of the Share Pledge it shall <ol style="list-style-type: none"> (a) not use its voting rights on the Pledged Shares or any other shares owned by it in the Company in a manner which would breach the Finance Documents or otherwise in a way which would be reasonably likely to prejudice the value of the Pledged Shares or otherwise jeopardize the security constituted by the Share Pledge, and (b) not permit the Company to be transformed into a company of a different form, to be merged with another company or to be spun off, unless, at the time of such change, the Charging Company creates in favour of the Beneficiaries a security interest over at least 0.01% of the shares or securities of the entity (or entities as the case may be) resulting from said transformation, merger or spin-off

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Definitions

"Affiliate" means, in relation to any person, a Subsidiary or a Holding Company of that person or any other Subsidiary of that Holding Company

"Agent" means The Governor and Company of the Bank of Ireland as agent of the other Beneficiaries

"Ancillary Lender" means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility (as defined in the Facilities Agreement) in accordance with Clause 7 (*Ancillary Facilities*) of the Facilities Agreement

"Arrangers" means Abbey National Treasury Services plc, Barclays Bank PLC, GE Corporate Finance Bank SAS, ING Bank N V, London branch, Lloyds TSB Bank plc and The Governor and Company of the Bank of Ireland

"Beneficiary" means each of the Security Agent, the Hedge Counterparties, the Agent, the Lenders, any Ancillary Lender and the Arrangers

"Company" means Mayborn Morocco SARL, a company incorporated in Morocco and registered in Tanger on 15 May 2012 with the registered address of Centre d'affaires EBusiness, Lot 43B-1er étage, Bureaux 10 et 11, Tanger Free Zone, 90 000 Tanger, Morocco

"Facilities Agreement" means the facilities agreement dated 20 December 2012 made between Jake Holdings Limited as the parent, the Original Borrowers and Original Guarantors and the Arrangers, Original Lenders and The Governor and Company of the Bank of Ireland as Agent and the Security Agent

"Finance Document" means the Facilities Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request (each term as defined in the Facilities Agreement unless otherwise defined in this Form MG01), and any other document designated as such by the Agent and the Parent, in each case as amended, restated, modified, supplemented and otherwise in effect from time to time

"Hedge Counterparty" means any entity which has become a Party as a Hedge Counterparty in accordance with Clause 27.8 (*Accession of Hedge Counterparties*) of the Facilities Agreement which is or has become, a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement provided such entity is a Lender (or an Affiliate of a Lender) at the time of such accession

"Hedging Agreement" has the meaning given to that term in the Facilities Agreement

"Holding Company" means in relation to a person, any other person in respect of which it is a Subsidiary

"Intercreditor Agreement" means the intercreditor agreement dated 20 December 2012 and made between The Governor and Company of the Bank of Ireland as Agent, the Financial Institutions named on the signing pages thereto as Lenders, the Financial Institutions named

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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

on the signing pages thereto as Arrangers, the Entities named on the signing pages thereto as Investors, the Parent, Subco, Bidco, the Companies named on the signing pages thereto as Intra-Group Lenders, the Subsidiaries of the Parent named on the signing pages thereto as Debtors and The Governor and Company of the Bank of Ireland as Security Agent

"Lender" means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Facilities Agreement as a Lender in accordance with Clause 22 (*Increase*) or Clause 27 (*Changes to the Lenders*) of the Facilities Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of the Facilities Agreement

"Original Borrower" means each company named below

- (a) Jake Investment Limited (a company incorporated in England and Wales with registered number 5811355),
- (b) Jake Acquisitions Limited (a company incorporated in England and Wales with registered number 5811374), and
- (c) Jackel International Limited (a company incorporated in England and Wales with registered number 1894022)

"Original Guarantor" means each company named below

- (a) the Parent,
- (b) Jake Investment Limited (a company incorporated in England and Wales with registered number 5811355),
- (c) Jake Acquisitions Limited (a company incorporated in England and Wales with registered number 5811374),
- (d) Jackel International Limited (a company incorporated in England and Wales with registered number 1894022),
- (e) Mayborn Group Limited (a company incorporated in England and Wales with registered number 419737),
- (f) Sangenic International Limited (a company incorporated in England and Wales with registered number 1308939),
- (g) Steri-Bottle UK Limited (a company incorporated in England and Wales with registered number 3890472), and
- (h) Kindertec Limited (a company incorporated in England and Wales with

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6 Short particulars of all the property mortgaged or charged

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Short particulars

registered number 2905925)

"Original Lender" means Abbey National Treasury Services plc, Barclays Bank PLC, GE Corporate Finance SAS, ING Bank N V, London Branch, Lloyds TSB Bank plc and The Governor and Company of the Bank of Ireland

"Parent" means Jake Holdings Limited a limited liability company incorporated in England and Wales with registered number 5811364

"Party" means a party to the Facilities Agreement

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Charging Company to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents

"Security Agent" means The Governor and Company of the Bank of Ireland, acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents

"Subsidiary" means an entity of which a person

- (a) has direct or indirect control, or
- (b) owns directly or indirectly fifty per cent (50%) of the share capital or similar right of ownership, or
- (c) is entitled to receive more than fifty per cent (50%) of the dividends or distributions,

and any entity (whether or not so controlled) treated as a subsidiary in the latest financial statements of that person from time to time and disregarding, for the purpose of this definition, the fact that any shares in that entity may be held by way of security, that the beneficiary of the security (or its nominee) may be registered as a member of the relevant undertaking and/or that such beneficiary of the security (or its nominee) may be entitled to exercise voting powers and rights with respect to those charged shares

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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 Hogen Louis International Ltd. X

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

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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 F3PRM/NGOVJULI/ORIORDAD

Company name
Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1894022
CHARGE NO. 17**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE PLEDGE AGREEMENT
DATED 25 MARCH 2013 AND CREATED BY JACKEL
INTERNATIONAL LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO ALL OR ANY
OF THE BENEFICIARIES 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 27 MARCH 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 APRIL 2013



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

9x