

# M

COMPANIES FORM No. 395

131548/182

## Particulars of a mortgage or charge

# 395

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

CHFP025

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Please complete legibly, preferably in black type, or bold block lettering

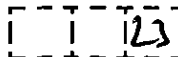
\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number



01094178

Name of company

\* JLA Limited (the "Company")

Date of creation of the charge

14 August 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

Composite guarantee and debenture dated 14 August 2007 between (1) Vanilla Group Limited (the "Parent"), (2) Circuit Launderette Services Limited, (3) Laundry FM Limited, (4) HDR Holdings Limited, (5) HDR Commercial Limited, (6) the Company, (7) Cairnrose Limited, (8) Ardee Automatics (Rentals) Limited, (9) Texrest Limited, (10) Laundry Facilities Management Limited, (11) Circuit Rentals Limited, (12) Montevetro E121 Limited, (Please see Addendum 1/4)

Amount secured by the mortgage or charge

The Company has irrevocably and unconditionally covenanted with the Security Trustee that it will on demand pay and discharge in full the Secured Obligations due, owing or incurred by it on the due date for payment or discharge of such obligations and liabilities and otherwise in the manner provided in the Finance Documents

The Company shall on demand pay and reimburse to the Relevant Person all Expenses incurred by that Relevant Person All Expenses are to be charged and paid as between the Company and a Relevant Person on the basis of a full indemnity

Any amount not paid when due under the Debenture shall bear interest (both before and after judgement) at the Default Rate calculated day by day from the due date until the date such amount is unconditionally and irrevocably paid and discharged in full, save to the extent that interest at that rate on that amount and for that period is charged pursuant to the relevant Finance Document and itself constitutes a Secured Obligation The Company shall pay such interest on demand

Names and addresses of the mortgagees or persons entitled to the charge

Barclay Bank PLC, PO Box 190, 1 Park Row, Leeds

Postcode LS1 5WU

Presentor's name address and reference (if any)

Hammonds  
2 Park Lane  
Leeds  
LS3 1ES

Ref AF2/BAR.960-61

Time critical reference

For official Use (06/2005)  
Mortgage Section

Post room

FRIDAY



A16

17/08/2007

358

COMPANIES HOUSE

**Fixed charges**

The Company as beneficial owner and with full title guarantee, as a continuing security for the payment, discharge and performance of the Secured Obligations, has charged to the Security Trustee

- (a) by way of first legal mortgage, all the estate and interest of the Company in all freehold and leasehold property located in England and Wales now vested in the Company, including the properties short particulars of which are set out in Schedule 4 (*Properties*) to the Debenture, together with all buildings and Fixtures on, and the proceeds of sale of all or any part of such property and the benefit of any covenants for title given or entered into by any predecessor in title and any monies paid or payable in respect of those covenants,
- (b) by way of first fixed charge (except to the extent not subject to legal mortgage as described in (a) above or assigned pursuant to Clause 3.3 (*Assignments*) of the Debenture)

(Please see Addendum 4/4)

Please do not write in this margin

*Please complete legibly, preferably in black type, or bold block lettering*

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 16 August 2007

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

**Notes**

† delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**.

Name of company

\*insert full name  
of Company

\* JLA Limited (the "Company")

## Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

(13) 03 Systems Limited and (14) Vanilla Property Limited (together the "Companies") in favour of Barclays Bank PLC (the "Security Trustee")

(the "Debenture")

## Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

## Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

## Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

- (i) all the estate and interest of the Company in any freehold and leasehold property now or at any time in the future belonging to or charged to the Company together with all buildings and Fixtures on, and the proceeds of sale of, all or any part of such property, and the benefit of any covenants for title given or entered into by any predecessor in title and any monies paid or payable in respect of those covenants,
- (ii) the benefit of all guarantees, collateral warranties, contracts, agreements and covenants given or made by any person in favour of the Company in connection with the use, occupation, construction, repair or maintenance of the Charged Property or of any building or Fixture on the Charged Property and the benefit of any guarantees, indemnities or similar instruments given or made in connection with the same,
- (iii) the Equipment (if any) specified in Schedule 5 (*Equipment*) to the Debenture and the benefit of all contracts and warranties relating to the same,
- (iv) all Equipment (other than any Equipment specified in Schedule 5 (*Equipment*) to the Debenture) now, or from time to time hereafter owned by the Company or in which the Company has an interest and the benefit of all contracts and warranties relating to the same,
- (v) all of its Debts,
- (vi) all of its Securities,
- (vii) all of its present and future Intellectual Property,
- (viii) all of its present and future uncalled capital and goodwill,
- (ix) all of its present and future benefits and rights under or in respect of any present or future contracts and/or policies of insurance and the proceeds of all claims under them (to the extent the same are not

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otherwise subject to an effective fixed charge pursuant to Clause 3 1(b) of the Debenture),

- (x) all of its Cash at Bank,
- (xi) all of its present and future plant, machinery, equipment, vehicles, computers and other chattels and its interest in plant, machinery, equipment, vehicles, computers or other chattels in its possession (other than any for the time being part of its stock in trade or work in progress),
- (xii) the benefit of all present and future licences, permissions, consents, authorisations, concessions and agreements held in connection with its business or the use of any of its assets, and the right to recover and receive all compensation that may at any time become payable to it in respect of any of them, and
- (xiii) any present or future beneficial interests, claim or entitlement it has to the assets of any pension fund

### Floating charge

- (a) The Company as beneficial owner and with full title guarantee, as a continuing security for the payment, discharge and performance of the Secured Obligations, has charged to the Security Trustee, all its undertaking and assets (present and future, wherever situated), including without limitation its stock in trade or work in progress and the assets charged, mortgaged or assigned pursuant to if and in so far as any such mortgage, charge or assignment shall for any reason be ineffective
- (b) The provisions of paragraph 14 of Schedule B1 Insolvency Act 1986 apply to the floating charge in Clause 3 2(a) of the Debenture, which shall be enforceable at any time on or after the Enforcement Date

### Assignments

The Company as beneficial owner and with full title guarantee as a continuing security for the payment, discharge and performance of the Secured Obligations, has assigned and has agreed to assign absolutely to the Security Trustee all its right, title, interest and benefit in, to, arising under or resulting from the Documents including the rights to make demand for and receive payment, to take any action (including for specific performance) and to exercise any remedies available at law or equity to the Company

### Notes

#### Negative pledge

The Company shall not create, agree or attempt to create or permit to subsist any Security over all or any of its assets or undertaking other than Permitted Security (as defined in the Facility Agreement)

#### Automatic crystallisation

Notwithstanding any other provision of the Debenture, the Floating Charge shall (in addition to the circumstances in which the same will occur under the general law) automatically and without need for notice operate as a fixed charge the moment

- (a) any Obligor breaches Clause 6 (*Restrictions on dealing*) of the Debenture, or
- (b) any person levies or attempts to levy any distress, attachment, execution, sequestration or other legal process against any of the Secured Assets, or

Name of company

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\* JLA Limited (the "Company")

- (c) a resolution is passed or an order is made for the winding up, dissolution, administration or other re-organisation of any Obligor, or
- (d) an Administrator is appointed or any step intended to result in such appointment is taken,

provided that in the case of Clauses 14 2(a) and (b) of the Debenture the Floating Charge shall only operate as a fixed charge over those of the Secured Assets to which the breach or levy relates

### Power to appoint Receiver

The Debenture contains the power to appoint a Receiver

### Definitions:

**"Administrator"** means any person appointed as an administrator under Schedule B1 of the Insolvency Act 1986

**"Agent"** has the meaning given to that term in the Facility Agreement

**"Ancillary Facilities"** means the multi-option facilities and ancillary banking facilities made available by the Ancillary Lender to among others, the Company on or about the date hereof as the same may be renewed, amended, replaced or extended from time to time

**"Ancillary Lender"** has the meaning given to that term in the Facility Agreement

**"Beneficiaries"** means together each of the Finance Parties (and each a **"Beneficiary"**)

**"Cash at Bank"** means

- (a) all monies (including interest) now or at any time in the future standing to the credit of an Obligor's present and future accounts (including the Security Accounts) with any bank, financial institution or other person,
- (b) all present and future deposits made by an Obligor with any bank, financial institution or other person, and
- (c) all other sums now or at any time in the future held for an obligor by any bank, financial institution or other person,

and the debts represented by each of them

**"Charged Accounts"** means the Customer Collection Account, the Receivables Account, the Girobank Account, the Facility A Account, Facility B Account and the JLA Account (and each a **"Charged Account"**)

**"Charged Property"** means the Secured Assets charged under sub-clauses 3 1(a) or (b)(i) (*Fixed charges*) of the Debenture

**"Customer Collection Account"** means the account held with Barclays Bank PLC at 155 Bishopsgate, London, EC2M 3XA, sort code 20-19-90

Name of company

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**"Debts"** means all book and other monetary debts, revenues and claims, now or at anytime in the future, due owing or incurred to an Obligor (but excluding Cash at Bank) the proceeds of those book and other monetary debts and claims and the benefit of all rights and remedies of any nature (including guarantees and security) relating to those book and other monetary debts and claims and all present and future things in action which give rise or may give rise to a debt or debts

**"Default Rate"** means a rate of interest determined in accordance with Clause 10 3 (*Default interest*) of the Facility Agreement

**"Documents"** means all documents and agreements listed or referred to in Schedule 8 (*Documents*) to the Debenture

**"Enforcement Date"** means the date determined in accordance with Clause 17 1 (*When security becomes enforceable*) of the Debenture

**"Equipment"** means machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property (other than Inventory), including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located and any other asset which would be treated as a fixed asset under the Accounting Principles (as defined in the Debenture)

**"Expenses"** means all costs (including legal costs), charges and expenses, and any VAT on such costs, charges and expenses, sustained or incurred from time to time by any Relevant Person in connection with

- (a) the preparation, negotiation and execution of the Debenture and any document referred to in the Debenture and the investigation of title to any asset intended to be secured pursuant to the Debenture,
- (b) the perfection of the Security constituted by the Debenture (including all fees payable in connection with the registration or filing of this Security at all appropriate registries),
- (c) the enforcement, defence or protection of the Security constituted by the Debenture (including the costs of any investigation by any person for the purposes of determining whether any action is appropriate to enforce, defend or protect this Security),
- (d) the appointment of any Receiver, delegate or sub-delegate under the Debenture, or
- (e) the pursuit of any rights contained in the Debenture or under any document referred to in the Debenture or otherwise in connection with the Secured Assets

**"Facility Agreement"** means the revolving credit facilities agreement of even date made between among others (1) the Parent, (2) the Borrowers, (3) the Arranger, (4) the Agent, (5) the Security Trustee and (6) the Lenders (each as defined therein) pursuant to which the Lenders agree to make available to the Borrowers aggregate loan facilities of £42,000,000 for the purposes set out therein

**"Facility A Account"** means the bank account held by Laundry FM Limited with Barclays Bank PLC, account number 10004588, sort code 20-48-42

Name of company

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**"Facility B Account"** means the bank account held by Circuit Launderette Services Limited with Barclays Bank PLC, account number 40066516, sort code 20-90-56

**"Finance Document"** means any Obligor Accession Deed, the Scottish Security, the Facility Agreement, any Compliance Certificate, any Utilisation Request, any Transfer Certificate, any document constituting the Ancillary Facilities, the Security Trust Deed (including any Accession Deed or Accession Undertaking), any Fee Letter, each Transaction Security Document and each Hedging Agreement (each as defined in the Facility Agreement), the Debenture and any other document designated as a "Finance Document" by the Agent and the Parent

**"Finance Parties"** means together the Agent, the Arranger, each Hedging Counterparty, each Lender and the Ancillary Lender (each as defined in the Facility Agreement) and the Security Trustee (and each a **"Finance Party"**)

**"Fixtures"** means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery

**"Floating Charge"** means any of the floating charges created by Clause 3 2 (*Floating charge*) of the Debenture

**"Girobank Account"** means means the bank account held with Alliance & Leicester Commercial Bank plc, Corporate Charging, Bootle, Merseyside GIR 0AA, account number 01031813, sort code 72-03-54

**"Intellectual Property"** means, in relation to an Obligor, all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semi-conductor topography rights, database rights, copyrights, computer programs, know-how and trade secrets and all other intellectual or intangible property or rights including those listed in Schedule 7 (*Intellectual Property*) and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property, in each case now or from time to time hereafter owned by an Obligor, including any renewals, revivals or extensions thereof and wherever in the world subsisting

**"Inventory"** means inventory, goods and merchandise, wherever located, raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description used in connection with an Obligor's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and such other specified property, and all documents of title or other documents representing them

**"JLA Account"** means the bank account held by the Company with Barclays Bank PLC, account number 30758981

**"Obligor Accession Deed"** means a deed of accession to the Debenture executed by a Subsidiary of the Parent in the form set out in Part 1 of Schedule 3 to the Debenture, by virtue of which that Subsidiary shall become bound by the Debenture in the capacity of an Obligor

**"Obligors"** means together the Parent, each Company and each Subsidiary of the Parent that becomes a party to the Debenture as an Obligor by executing an Obligor Accession Deed (and each an **"Obligor"**)

**"Proceeds Account"** means any account of an Obligor maintained with a Security Account Bank for the purposes of Clause 20 4 (*Proceeds Accounts*) of the Debenture (if any)

Name of company

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12 Church Street, Walton-on-Thames, KT15 2QX, account number 10917680, sort code 20-90-56

**"Receiver"** means a receiver and/or manager, an administrative receiver (within the meaning of section 29(2) Insolvency Act 1986) appointed by the Security Trustee pursuant to Clause 20 1 (*Appointment of Receiver*) of the Debenture (provided always that any reference to an administrative receiver is only applicable where there is no prohibition on appointing an administrative receiver by section 72A of the Insolvency Act 1986)

**"Relevant Person"** means any of the Security Trustee, the Beneficiaries, any Receiver, any Administrator, any attorney, delegate or sub-delegate of the Security Trustee or any Receiver or any Administrator and any Stock Transferee

**"Secured Assets"** means all property, assets, undertakings, rights and benefits mortgaged, charged or assigned to the Security Trustee under or pursuant to the Debenture

**"Secured Obligations"** means all present and future obligations and liabilities of each Obligor to the Security Trustee, the Beneficiaries or any of them under or in connection with the Finance Documents (or any of them) or on any other account whatsoever, in each case

- (a) whether actual or contingent and whether incurred alone or jointly with any other person(s),
- (b) whether incurred as primary obligor, as surety or as guarantor,
- (c) whether incurred directly to the Security Trustee or any Beneficiary or whether the Security Trustee or any Beneficiary is entitled to claim the payment or discharge of any obligations or liabilities solely by reason of an assignment or transfer to it by the person originally entitled, and
- (d) in whatever currency those obligations and liabilities may be denominated,

except for any obligation or liability which, if it did constitute part of the Secured Liabilities would result in an Obligor contravening Section 151 of the Companies Act 1985

**"Securities"** means all the shares listed in Schedule 6 (*Securities*) of the Debenture and all other stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest, or otherwise in respect thereof

**"Security"** means any mortgage, charge pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**"Security Accounts"** means each Charged Account and each Proceeds Account

**"Security Account Bank"** means subject to the provisions of Clause 11 1 (*Maintenance of Accounts*) of the Debenture

- (a) in relation to the Barclays Accounts (as defined in the Debenture), Barclays Bank PLC, and



Name of company

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(b) in relation to the Girobank Account, Alliance & Leicester Commercial Bank plc

**"Stock Transferee"** means the Security Trustee or any other person to whom any of the Securities are transferred by or at the direction of the Security Trustee in accordance with the provisions of the Debenture

**Copies of Schedules to the Debenture**

Copy of Schedule 4 (*Properties*)

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Copy of Schedule 5 (*Equipment*)

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Copy of Schedule 6 (*Securities*)

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Copy of Schedule 7 (*Intellectual Property*)

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Copy of Schedule 8 (*Documents*)

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No 01094178

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND DEBENTURE DATED THE 14th AUGUST 2007 AND CREATED BY JLA LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO THE SECURITY TRUSTEE, THE BENEFICIARIES OR ANY OF THEM ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th AUGUST 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st AUGUST 2007

*P. Stacey*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES