



**Registration of a Charge**

Company name: **VANILLA GROUP LIMITED**

Company number: **02566320**

Received for Electronic Filing: **20/04/2020**



X93CQ849

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**Details of Charge**

Date of creation: **14/04/2020**

Charge code: **0256 6320 0013**

Persons entitled: **GLAS TRUST CORPORATION LIMITED**

Brief description: **N/A**

**Contains fixed charge(s).**

**Contains floating charge(s) .**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**ALLEN & OVERY LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 2566320

Charge code: 0256 6320 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th April 2020 and created by VANILLA GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th April 2020 .

Given at Companies House, Cardiff on 21st April 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

JLA MIDCO LIMITED  
AS PARENT

THE ENTITIES LISTED HEREIN AT SCHEDULE 1  
AS THE CONFIRMING PARTIES

GLOBAL LOAN AGENCY SERVICES LIMITED  
AS AGENT

GLAS TRUST CORPORATION LIMITED  
AS SECURITY AGENT

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GUARANTEE AND SECURITY CONFIRMATION  
DEED

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**THIS GUARANTEE AND SECURITY CONFIRMATION DEED** is made on

14 April 2020

**BY:**

- (1) **JLA MIDCO LIMITED** (formerly known as Wharfedale Midco Limited) a limited liability company incorporated under the laws of England and Wales with registered number 11360492 as the parent under the Senior Facilities Agreement and the Second Lien Facility Agreement (each as defined below) (the "**Parent**");
- (2) **THE CONFIRMING PARTIES** as listed in Schedule 1 (*The Confirming Parties*) (each a "**Confirming Party**" and together the "**Confirming Parties**");
- (3) **GLOBAL LOAN AGENCY SERVICES LIMITED** as agent on behalf of the Finance Parties (under and as defined in the Senior Facilities Agreement) and the Finance Parties (under and as defined in the Second Lien Facility Agreement) (the "**Agent**"); and
- (4) **GLAS TRUST CORPORATION LIMITED** as security agent for the Secured Parties (as defined in the Intercreditor Agreement (as defined below)) (the "**Security Agent**").

**IT IS AGREED** as follows:

## 1. **DEFINITIONS AND INTERPRETATION**

### 1.1 **Definitions**

"**Facilities Agreements**" means the Senior Facilities Agreement and the Second Lien Facility Agreement.

"**Incremental Facility Effective Date**" means the date the Incremental Facility Commitments under all of the Incremental Facility Notices are established.

"**Incremental Facility Notices**" means the Senior Facility B Incremental Facility Notice, the Senior Capex Incremental Facility Notice and the Second Lien Incremental Facility Notice.

"**Intercreditor Agreement**" means the intercreditor agreement dated 7 August 2018 between, amongst others, the Parent as the parent, JLA Bidco Limited (formerly known as Wharfedale Bidco Limited) as the company, the Agent as the initial senior agent and the initial second lien agent and the Security Agent.

"**JNHL**" means JLA New Holdco Limited, a company incorporated in Jersey with registered number 119727.

"**Second Lien Facility Agreement**" means the second lien facility agreement dated 7 August 2018 between, amongst others, the Parent as the parent, JLA Bidco Limited (formerly known as Wharfedale Bidco Limited) as the company, the Agent and the Security Agent.

**"Second Lien Incremental Facility Notice"** means the incremental facility notice delivered under the Second Lien Facility Agreement dated 28 February 2020 from the Parent to the Agent in respect of the new Term Facility established thereunder (as defined in the Second Lien Facility Agreement) in an aggregate amount equal to €10,000,000 and as accepted by the relevant Incremental Facility Lender(s) pursuant to an incremental facility increase letter dated 28 February 2020 to the Agent from the relevant Incremental Facility Lender(s).

**"Secured Debt Document"** shall have the meaning given to it in the Intercreditor Agreement.

**"Senior Facilities Agreement"** means the senior facilities agreement dated 7 August 2018 between, amongst others, the Parent as the parent, JLA Bidco Limited (formerly known as Wharfedale Bidco Limited) as the company, the Agent and the Security Agent.

**"Senior Capex Incremental Facility Notice"** means the incremental facility notice delivered under the Senior Facilities Agreement dated 28 February 2020 from the Parent to the Agent in respect of the new Term Facility established thereunder in an amount equal to €40,000,000 and as accepted by the relevant Incremental Facility Lender(s) pursuant to an incremental facility increase letter dated 28 February 2020 to the Agent from the relevant Incremental Facility Lender(s).

**"Senior Facility B Incremental Facility Notice"** means the incremental facility notice delivered under the Senior Facilities Agreement dated 28 February 2020 from the Parent to the Agent in respect of the new Term Facility established thereunder (as defined in the Senior Facilities Agreement) in an aggregate amount equal to €30,000,000 and as accepted by the relevant Incremental Facility Lender(s) pursuant to an incremental facility increase letter dated 28 February 2020 to the Agent from the relevant Incremental Facility Lender(s).

## 1.2 **Incorporation of defined terms**

- (a) Terms defined in the Facilities Agreements shall, unless otherwise defined in this deed ("**Deed**") or unless a contrary intention appears herein, have the same meaning when used in this Deed.
- (b) The rules of construction set out in and Clause 1.2 (*Construction*) of the Senior Facilities Agreement shall apply to the construction of this deed of confirmation.

## 2. **CONFIRMATION OF GUARANTEE OBLIGATIONS**

### 2.1 **Senior Facilities Agreement**

Each Confirming Party, other than JNHL, confirms that, with effect from (and including) the Incremental Facility Effective Date, its guarantees and indemnities set out in Clause 23 (*Guarantee and Indemnity*) of the Senior Facilities Agreement shall:

- (a) continue in full force and effect on the terms of the Senior Facilities Agreement;  
and

- (b) extend to all of its obligations under the Finance Documents (as defined in the Senior Facilities Agreement and including such obligations arising from, or in connection with, the Senior Facility B Incremental Facility Notice and the Senior Capex Incremental Facility Notice),

in each case subject to any applicable guarantee limitations set out in Clause 23.12 (*Guarantee Limitations*) of the Senior Facilities Agreement.

## 2.2 **Second Lien Facility Agreement**

Each Confirming Party, other than JNHL, confirms that, with effect from (and including) the Incremental Facility Effective Date, its guarantees and indemnities set out in Clause 20 (*Guarantee and Indemnity*) of the Second Lien Facility Agreement shall:

- (a) continue in full force and effect on the terms of the Second Lien Facility Agreement; and
- (b) extend to all of its obligations under the Finance Documents (as defined in the Second Lien Facility Agreement and including such obligations arising from, or in connection with, the Second Lien Incremental Facility Notice),

in each case subject to any applicable guarantee limitations set out in Clause 20.12 (*Guarantee Limitations*) of the Second Lien Facility Agreement.

## 3. **CONFIRMATION OF SECURITY**

Each Confirming Party confirms that, with effect from (and including) the Incremental Facility Effective Date:

- (a) its liabilities and obligations arising under the Incremental Facility Notices shall form part of (but do not limit) the “Secured Obligations” as defined in the Intercreditor Agreement and each Secured Debt Document to which it is a party; and
- (b) any Security created by it under any Secured Debt Document to which it is a party continues in full force and effect on the terms of the respective Secured Debt Documents.

## 4. **MISCELLANEOUS**

### 4.1 **Finance Document**

The Parent and the Agent designate this Deed as a Finance Document under the Senior Facilities Agreement and a Finance Document under the Second Lien Facility Agreement.

### 4.2 **Counterparts**

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

### 4.3 **Deed**

This Deed takes effect as a deed notwithstanding that a party may execute it under hand.

#### 4.4 **Contract (Rights of Third Parties) Act 1999**

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties Act) 1999 to enforce any term of this Deed.

#### 4.5 **Severability**

If any provision of this Deed is or becomes invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions of this Deed.

#### 4.6 **Amendments**

Any term of this Deed may only be amended or waived in writing by all of the parties hereto.

#### 4.7 **Waiver**

No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right of remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy.

#### 4.8 **Governing Law and Jurisdiction**

- (a) This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law; provided that to the extent that any provision of this Deed relates to any Transaction Security Document which is governed by a law of a jurisdiction other than England and Wales, such provision shall be governed by and construed in accordance with the laws of such other jurisdiction.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or the consequences of its nullity) or any non-contractual obligation arising out of or in connection with this Deed (a "**Dispute**"). Each Confirming Party agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Confirming Party will argue to the contrary. Notwithstanding paragraph (b) above, any Finance Party or Secured Party may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties and the Secured Parties may take concurrent proceedings in any number of jurisdictions.

**IN WITNESS WHEREOF** this Deed has been executed by the Parent and each of the Confirming Parties and is intended to be and is hereby delivered on the date specified above.



**SCHEDULE 1  
THE CONFIRMING PARTIES**

<b>Name of Confirming Party</b>	<b>Jurisdiction of incorporation</b>	<b>Company Number (or equivalent, if any)</b>
JLA Midco Limited (formerly known as Wharfedale Midco Limited)	England and Wales	11360492
JLA Bidco Limited (formerly known as Wharfedale Bidco Limited)	England and Wales	11204342
JLA Equityco Limited	England and Wales	07195122
JLA Debtco Limited	England and Wales	07195172
JLA Clean Limited	England and Wales	07195174
Inhoco 3498 Limited	England and Wales	06732456
Vanilla Group Limited	England and Wales	02566320
Circuit Launderette Services Limited	England and Wales	02944540
JLA Limited	England and Wales	01094178
Proton (Southern) Limited	England and Wales	05096198
DCSW Limited	England and Wales	09882844
Direct Catering Products Limited	England and Wales	05086006
JLA Total Care Limited	England and Wales	02951461
JLA New Holdco Limited	Jersey	119727

**SIGNATURE PAGES**

**THE PARENT**

**EXECUTED** as a **DEED** for and on behalf of  
**JLA MIDCO LIMITED**

[REDACTED UNDER  
s859G OF THE  
COMPANIES ACT 2006]

..... Signature of Authorised Signatory

Daniel Tanase..... Name of Authorised Signatory

[REDACTED UNDER s859G OF  
THE COMPANIES ACT 2006]

..... Signature of Authorised Signatory

Rory Neeson..... Name of Authorised Signatory

**THE CONFIRMING PARTIES**

**EXECUTED** as a **DEED** for and on behalf of  
**JLA MIDCO LIMITED**

[REDACTED UNDER  
s859G OF THE  
COMPANIES ACT 2006]

..... Signature of Authorised Signatory

Daniel Tanase..... Name of Authorised Signatory

[REDACTED UNDER s859G OF  
THE COMPANIES ACT 2006]

..... Signature of Authorised Signatory

Rory Neeson..... Name of Authorised Signatory

**EXECUTED** as a **DEED** for and on behalf of  
**JLA BIDCO LIMITED**

[REDACTED UNDER  
s859G OF THE  
COMPANIES ACT 2006]

..... Signature of Authorised Signatory

Daniel Tanase..... Name of Authorised Signatory

[REDACTED UNDER s859G OF  
THE COMPANIES ACT 2006]

..... Signature of Authorised Signatory

Rory Neeson..... Name of Authorised Signatory

**EXECUTED** as a **DEED** for and on behalf of  
**JLA EQUITYCO LIMITED**

[REDACTED UNDER s859G OF  
THE COMPANIES ACT 2006]

Helen Ashton

Signature of Authorised Signatory

Name of Authorised Signatory

[REDACTED UNDER s859G OF  
THE COMPANIES ACT 2006]

Ben Gujral

Signature of Authorised Signatory

Name of Authorised Signatory

**EXECUTED** as a **DEED** for and on behalf of  
**JLA DEBT CO LIMITED**

[REDACTED UNDER s859G OF  
THE COMPANIES ACT 2006]

Helen Ashton

Signature of Authorised Signatory

Name of Authorised Signatory

[REDACTED UNDER s859G OF  
THE COMPANIES ACT 2006]

Ben Gujral

Signature of Authorised Signatory

Name of Authorised Signatory

**EXECUTED** as a **DEED** for and on behalf of  
**JLA CLEAN LIMITED**

[REDACTED UNDER s859G OF  
THE COMPANIES ACT 2006]

Helen Ashton

Signature of Authorised Signatory

Name of Authorised Signatory

[REDACTED UNDER s859G OF  
THE COMPANIES ACT 2006]

Ben Gujral

Signature of Authorised Signatory

Name of Authorised Signatory

**EXECUTED** as a **DEED** for and on behalf of  
**INHOCO 3498 LIMITED**

[REDACTED UNDER s859G OF  
THE COMPANIES ACT 2006]

Signature of Authorised Signatory

Helen Ashton

Name of Authorised Signatory

[REDACTED UNDER s859G OF  
THE COMPANIES ACT 2006]

Signature of Authorised Signatory

Ben Gujral

Name of Authorised Signatory



**EXECUTED** as a **DEED** for and on behalf of  
**VANILLA GROUP LIMITED**

[REDACTED UNDER s859G OF  
THE COMPANIES ACT 2006]

Helen Ashton

Signature of Authorised Signatory

Name of Authorised Signatory

[REDACTED UNDER s859G OF  
THE COMPANIES ACT 2006]

Ben Gujral

Signature of Authorised Signatory

Name of Authorised Signatory

**EXECUTED as a DEED for and on behalf of  
CIRCUIT LAUNDERETTE SERVICES LIMITED**

[REDACTED UNDER s859G OF  
THE COMPANIES ACT 2006]

Signature of Authorised Signatory

Helen Ashton

Name of Authorised Signatory

[REDACTED UNDER s859G OF  
THE COMPANIES ACT 2006]

Signature of Authorised Signatory

Ben Gujral

Name of Authorised Signatory

**EXECUTED** as a **DEED** for and on behalf of  
**JLA LIMITED**

[REDACTED UNDER s859G OF  
THE COMPANIES ACT 2006]

Signature of Authorised Signatory

Helen Ashton

Name of Authorised Signatory

[REDACTED UNDER s859G OF  
THE COMPANIES ACT 2006]

Signature of Authorised Signatory

Ben Gujral

Name of Authorised Signatory

**EXECUTED** as a **DEED** for and on behalf of  
**PROTON SOUTHERN LIMITED**

[REDACTED UNDER s859G OF  
THE COMPANIES ACT 2006]

Helen Ashton

Signature of Authorised Signatory

Name of Authorised Signatory

[REDACTED UNDER s859G OF  
THE COMPANIES ACT 2006]

Ben Gujral

Signature of Authorised Signatory

Name of Authorised Signatory

**EXECUTED** as a **DEED** for and on behalf of  
**DCSW LIMITED**

[REDACTED UNDER s859G OF  
THE COMPANIES ACT 2006]

Signature of Authorised Signatory

Helen Ashton

Name of Authorised Signatory

[REDACTED UNDER s859G OF  
THE COMPANIES ACT 2006]

Signature of Authorised Signatory

Ben Gujral

Name of Authorised Signatory

**EXECUTED as a DEED for and on behalf of  
DIRECT CATERING PRODUCTS LIMITED**

[REDACTED UNDER s859G OF  
THE COMPANIES ACT 2006]

Signature of Authorised Signatory

Helen Ashton

Name of Authorised Signatory

[REDACTED UNDER s859G OF  
THE COMPANIES ACT 2006]

Signature of Authorised Signatory

Ben Gujral

Name of Authorised Signatory

**EXECUTED as a DEED for and on behalf of  
JLA TOTAL CARE LIMITED**

[REDACTED UNDER s859G OF THE  
COMPANIES ACT 2006]

Signature of Authorised Signatory

Helen Ashton

Name of Authorised Signatory

[REDACTED UNDER s859G OF  
THE COMPANIES ACT 2006]

Signature of Authorised Signatory

Ben Gujral

Name of Authorised Signatory

**EXECUTED** for and on behalf of  
**JLA NEW HOLDCO LIMITED**

[REDACTED UNDER s859G OF  
THE COMPANIES ACT 2006]

Helen Ashton

Signature of Authorised Signatory

Name of Authorised Signatory

[REDACTED UNDER s859G OF  
THE COMPANIES ACT 2006]

Ben Gujral

Signature of Authorised Signatory

Name of Authorised Signatory



**THE AGENT**

**GLOBAL LOAN AGENCY SERVICES LIMITED**

By: [REDACTED UNDER s859G OF THE  
COMPANIES ACT 2006]

Juliette Challenger  
Deputy General Counsel

**THE SECURITY AGENT**

**GLAS TRUST CORPORATION LIMITED**

By:

[REDACTED UNDER s859G OF THE  
COMPANIES ACT 2006]

Juliette Challenger  
Deputy General Counsel