



Registration of a Charge

Company Name: **GLOBAL CERAMIC TILING LIMITED**

Company Number: **04105084**



Received for filing in Electronic Format on the: **23/03/2022**

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Details of Charge

Date of creation: **22/03/2022**

Charge code: **0410 5084 0002**

Persons entitled: **JASON PETER OLIVER**

Brief description: **FIXED CHARGE OVER ALL PROPERTY, SECURITIES, ACCOUNTS, ASSETS AND GOOD WILL OF THE COMPANY AND FLOATING CHARGE OVER ALL ASSETS AND UNDERTAKINGS, WHATSOEVER AND WHERESOEVER SITUATED BOTH PRESENT AND FUTURE NOT EFFECTIVELY MORTGAGED, CHARGED OR ASSIGNED. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

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

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:

MOORE BARLOW LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4105084

Charge code: 0410 5084 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd March 2022 and created by GLOBAL CERAMIC TILING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd March 2022 .

Given at Companies House, Cardiff on 28th March 2022

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**

DATED 22 March 2022

COMPOSITE DEBENTURE

between

GLOBAL CERAMIC TILING HOLDINGS LIMITED
AND GLOBAL CERAMIC TILING LIMITED (1)

and

JASON PETER OLIVER as agent (2)

Ref: KXB/70958/1
www.moorebarlow.com

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DATE

2022

BETWEEN:

- (1) **THE SEVERAL COMPANIES** named in Schedule 1; and
- (2) **JASON PETER OLIVER** of [REDACTED] as the Agent.

RECITALS

- (A) The Company is indebted to the Noteholders under the Loan Notes.
- (B) The Loan Notes provide that the Guarantors guarantee the obligations of the Company on and subject to the terms and conditions in the Loan Notes and that the Charging Companies grant the security created by this deed.
- (C) The Charging Companies have agreed to enter into this deed.

TERMS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this deed, words or expressions defined in the Loan Note Instrument shall have the same meaning in this deed and, in addition:

"Act"	means the Law of Property Act 1925.
"Administrator"	an administrator appointed to manage the affairs, business or property of a Charging Company pursuant to clause 17.1.
"Agent"	means Jason Peter Oliver acting as agent for the Noteholders and includes any successor appointed by the Noteholders.
"Assets"	means, in relation to any of the Charging Companies, all its undertaking, property, assets, rights and revenues, present or future, wherever situated in the world, each an "Asset" .
"Bank Account"	has the meaning given to it by clause 6.1.
"Charging Companies"	means the companies named in Schedule 1 and includes, with effect from its execution and delivery of an agreement under which it accedes to this deed, or of a debenture in terms similar to this deed, any company which subsequently adopts the obligations of a charging company pursuant to the Loan Note Instrument, each a "Charging Company" .
"Company"	means Global Ceramic Tiling Holdings Limited (registered number 13962896).
"this deed"	means this composite debenture.

"Encumbrance"	means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.
"Event of Default"	has the meaning ascribed to that expression in the Loan Note Instrument.
"Floating Charge Assets"	means, in so far only as concerns the floating charge created by clause 3.3, assets for the time being comprised within that floating charge.
"Group"	means each Charging Company and its subsidiaries from time to time, each a "Group Company" .
"Holding Company"	means a parent undertaking within the meaning of section 1162 of the Companies Act 2006.
"Indebtedness"	includes any obligation in any currency, whether incurred as principal debtor or surety, for the payment or repayment of money, whether present or future, actual or contingent arising under the Loan Notes.
"Intellectual Property Rights"	means all patents, trade marks, other trade marks, service marks and all goodwill associated with them, all brand and trade names, all copyrights and rights in the nature of copyright, design rights and registered designs, all documented trade secrets and know-how and all other intellectual property, all applications for the protection of any such rights in any part of the world and the benefit of all agreements and licences relating to the use or exploitation of any such rights, each an "Intellectual Property Right" .
"land"	includes freehold and leasehold land and, outside England and Wales, immovable property and, in each case, all buildings and structures upon and all things affixed to land including trade and tenant's fixtures;
"Loan Notes"	means the floating rate secured guaranteed loan notes 2029 constituted by the Loan Note Instrument;
"Loan Note Instrument"	means the instrument dated today and entered into by the Charging Companies and constituting the Loan Notes, and any other document entered into by any Noteholder in connection with any of the foregoing and any amendments, supplements or additions thereto.
"Noteholders"	has the meaning ascribed to that expression in the Loan Note Instrument.
"Receivables"	means, in relation to any of the Charging Companies, all sums of money receivable by that Charging Company now or in the future consisting of, payable under, or derived from any of its assets.
"Receiver"	means any receiver and manager or receivers and managers appointed under clause 15.1 and includes

any substituted receiver and manager or receivers and managers.

"Secured Liabilities"

means all monies, obligations and liabilities of the Charging Companies to the Agent and/or the Noteholders, whether actual or contingent and whether owed jointly or severally as principal or surety or in any other capacity, under or in connection with the Loan Note Instrument, the Loan Notes or this deed together with all interest (including, without limitation, default interest) accruing in respect of those names, obligations or liabilities.

"Securities"

means all stocks, shares, debentures and loan stocks issued by any company or person and all other investments.

"Security Documents"

means this deed and any amendments, supplements, additions or accessions hereto.

"Subsidiary"

means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

"writing"

includes a fax transmission or e-mail, except in relation to any certificate, notice or other document that is expressly required by this debenture to be signed, and **"written"** has a corresponding meaning.

1.2. Construction

In this deed:

- 1.2.1. the contents page and clause headings are included for convenience only and do not affect the construction of this deed;
- 1.2.2. words denoting the singular include the plural and vice versa; and
- 1.2.3. words denoting one gender include all genders.

1.3. Interpretation

In this deed, unless the context otherwise requires or unless otherwise expressly provided, references to:

- 1.3.1. **"persons"** include references to natural persons, firms, partnerships, companies, corporations, associations, organisations, and trusts, in each case whether or not having a separate legal personality;
- 1.3.2. documents, instruments and agreements, including, without limitation, this deed and any document referred to in this deed, are references to such documents, instruments and agreements as modified, supplemented or novated from time to time;
- 1.3.3. **"Receivers"** are references to receivers of whatsoever nature including, without limitation, receivers and managers and administrative receivers;
- 1.3.4. an authorisation include references to an authorisation, consent, approval, resolution, licence, exemption, filing and registration;
- 1.3.5. a party to this deed include references to its successors, transferees and assigns;

- 1.3.6. clauses and schedules are references to clauses of, and schedules to, this deed, and references to this deed include its schedules;
- 1.3.7. paragraphs, unless otherwise expressly provided, are references to paragraphs of the Schedule in which the references appear;
- 1.3.8. statutory provisions are construed, subject to clause 16.7, as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time, and to any orders, regulations, instruments or other subordinate legislation made under the relevant statute;
- 1.3.9. a "**company**" includes references to any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.3.10. a "**regulation**" includes references to any regulation, rule, official directive, request or guideline, whether or not having the force of law, of any governmental body, agency, department or regulatory, self-regulatory or other authority or organisation; and
- 1.3.11. the "**Assets**" shall be references to all the Assets and to each and every part of the Assets, and references to any other defined term or noun in the plural number or the collective plural shall be interpreted mutatis mutandis in the same manner.

2. **COVENANT TO PAY**

2.1. **Covenant to pay**

Each of the Charging Companies covenants that it shall on demand in writing made to it by the Agent pay or discharge to the Agent all money and liabilities now or in the future due, owing or incurred to each of the Noteholders by that Charging Company under or pursuant to the Loan Notes.

2.2. **Multiple demands**

The making of one demand under this deed will not preclude the Agent making any further demands.

2.3. **Protection of third parties**

No demand may be made under this deed in respect of sums due, owing or incurred under the Loan Notes except to the extent that the Agent or the Noteholders or the relevant Noteholder have become entitled to make such demand under the Loan Notes, but any third party dealing with the Agent or any Receiver appointed under this deed shall not be concerned to see or enquire as to the validity of any demand under this deed.

3. **CHARGING CLAUSE**

3.1. **Legal or equitable mortgage**

Each of the Charging Companies charges to the Agent, with full title guarantee, with the payment or discharge of all of the Secured Liabilities:

- 3.1.1. by way of first legal mortgage, all freehold and leasehold Land in England and Wales now vested in that Charging Company and registered at HM Land Registry;
- 3.1.2. by way of first legal mortgage, all other freehold and leasehold land in England and Wales now vested in that Charging Company and not registered at HM Land Registry;
- 3.1.3. by way of first fixed charge, all land in the future becoming the property of that Charging Company;

- 3.1.4. by way of first fixed charge, all interests in land or the proceeds of sale of land now or in the future belonging to that Charging Company that have not already been charged under the preceding provisions of this clause 3.1 and all licences now or in the future held by it to enter upon, use or exploit land and the benefit of all options, easements, agreements for lease and other agreements relating to the acquisition, use, exploitation or disposal of land to which it is or may in the future become entitled; and
- 3.1.5. by way of first fixed charge, all plant and machinery of that Charging Company now or in the future attached to any land which charged, or an interest in which is charged, under the preceding provisions of clause 3.1 or clause 3.2 and all rights and interests of that Charging Company under all present and future agreements for the purchase, maintenance or use of plant and machinery so attached.

3.2. Fixed charges

Each of the Charging Companies with full title guarantee hereby charges by way of first fixed charge to the Agent with the payment or discharge of all of the Secured Liabilities:

- 3.2.1. all rental and other income and all debts and claims now or in the future due or owing to that Charging Company under or in connection with any lease, agreement or licence relating to land;
- 3.2.2. all its present and future Securities;
- 3.2.3. all contracts and policies of insurance and assurance now or in the future held by or otherwise benefiting it and all rights and interests of it in every such contract and policy, including the benefit of all claims arising and all money payable under such contracts and policies;
- 3.2.4. all its goodwill and uncalled capital for the time being;
- 3.2.5. all present and future Intellectual Property Rights;
- 3.2.6. all its present and future book and other debts and all its rights and claims against third parties, present and future, capable of being satisfied by the payment of money, except rights and claims effectively charged under the preceding provisions of clause 3.1 or this clause 3.2;
- 3.2.7. the benefit of all negotiable instruments, guarantees, bonds, debentures, legal or equitable charges and all other security, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all other rights and remedies now or in the future available to it as security for any Receivable or for the performance by any third party of any obligation now or in the future owed to it;
- 3.2.8. all money at any time standing to the credit of its Bank Account including the proceeds of all its Receivables, which proceeds shall, for the avoidance of doubt, on payment into the Bank Account cease to be subject to the charges contained in clause 3.1 or the preceding provisions of this clause 3.2 but shall be subject to the fixed charge contained in this clause 3.2.8; and
- 3.2.9. all money at any time standing to the credit of any other bank account relating to that Charging Company.

3.3. Floating charge

Each of the Charging Companies, with full title guarantee, charges by way of floating charge with the payment to the Agent and discharge of all of the Secured Liabilities:

- 3.3.1. all its present and future Assets except to the extent that those Assets are for the time being effectively charged by any fixed charge contained in clauses 3.1 or 3.2, including any Assets comprised within a charge reconverted under clause 4.4; and
- 3.3.2. without exception, all Assets in so far as they are for the time being situated in Scotland.

3.4. **Assignment of claims**

Each of the Charging Companies, with full title guarantee, assigns in favour of the Agent, but subject to the right of each Charging Company to redeem such assignment upon the full payment or discharge of all of the Secured Liabilities:

- 3.4.1. all its present or future claims against the lessees, sub-lessees or licensees of its land and all guarantors and sureties for the obligations of such lessees, sub-lessees or licensees;
- 3.4.2. the benefit of all guarantees, warranties and representations given or made to it by, and any rights or remedies against the manufacturers, suppliers or installers of any fixtures now or in the future attached to its land;
- 3.4.3. the benefit of all its present or future rights and claims under any agreements for lease, agreements for sale, contracts, options or undertakings relating to any estate, right or interest in or over its land;
- 3.4.4. all its present or future rights and claims against any building, contractor or professional adviser engaged in relation to its land or property development or works, including, without limitation, under any collateral warranty or similar agreement; and
- 3.4.5. the benefit of all its present or future rights and claims under or in respect of any joint venture, partnership or similar arrangement or agreement.

3.5. **Fixed charges to have priority over floating charges**

Any mortgage, fixed charge or other fixed security whenever and however created by a Charging Company and subsisting in favour of the Agent shall, save as the Agent may otherwise declare at or after the time of its creation, have priority over the floating charge created by clause 3.3.

3.6. **Future security to rank behind this deed**

Any debentures, mortgages or charges, fixed or floating, created in the future by a Charging Company, except those in favour of the Agent, shall be expressed to be subject to this deed and shall rank in order of priority behind the charges created by this deed.

3.7. **Landlord's consent**

Each of the Charging Companies shall use its best endeavours to obtain the consent of landlords of its leasehold land to the creation of the charges envisaged by clause 3.1 as soon as possible, shall keep the Agent informed of the progress of its negotiations with any landlord and produce to the Agent a copy of each consent forthwith upon its receipt.

3.8. **Subordination**

The rights of the Agent and/or the Noteholders under this deed shall be subordinated to and will take effect subject to the prior rights of any other bank or banks or other provider or providers of loans or other financial facilities to any of the Charging Companies ("**Priority Funder**") pursuant to any loan or facility agreement and/or any security granted by any such Charging Company in favour of such Priority Funder or any agent or trustee for and on behalf

of any such Priority Funder pursuant to any such loan or facility agreement from time to time, in each case to the extent that such prior rights, loan or facility agreement and/or security have been approved by the Noteholders and the Agent shall be entitled to sign and/or execute any subordination or other agreement giving effect to this clause 3.8 as it shall in its absolute discretion, think fit, subject to the approval of the Noteholders.

4. CRYSTALLISATION OF FLOATING CHARGE

4.1. By notice

The floating charge created by any of the Charging Companies in clause 3.3 may be crystallised into a fixed charge by notice in writing given by the Agent to that Charging Company at any time after:

- 4.1.1. an Event of Default occurs which is unremedied and has not been waived pursuant to the terms and conditions set out in the Loan Note Instrument; and/or
- 4.1.2. the security constituted by this deed becomes enforceable.

Such crystallisation shall take effect over such Floating Charge Assets or class or classes of Floating Charge Assets as are specified in the notice. If no Floating Charge Assets are so specified, it shall take effect over all Floating Charge Assets of the relevant Charging Company.

4.2. Automatic

If any Charging Company, without the Agent's prior written consent, resolves to take or takes any step to create an Encumbrance over any of its Floating Charge Assets or to create a trust over any such Floating Charge Asset or to dispose of any such Floating Charge Asset except by way of sale or other disposition in the ordinary course of such Charging Company's business, or if any person resolves to take or takes any step to levy any distress, execution, sequestration or other process against any Floating Charge Asset, then the floating charge created by clause 3.3 shall be automatically crystallised, without the necessity of notice, into a fixed charge over such Floating Charge Asset instantly on the occurrence of such event.

4.3. Floating Charge Assets acquired post-crystallisation

Except as otherwise stated in any notice given under clause 4.1 or unless the notice relates to all Floating Charge Assets, Floating Charge Assets acquired by any Charging Company after crystallisation has occurred under clauses 4.1 or 4.2 shall become subject to the floating charge created by clause 3.3, so that the crystallisation shall be effective only as to its Floating Charge Assets in existence at the date of crystallisation.

4.4. Decrystallisation of floating charge

Any charge by a Charging Company that has crystallised under clause 4.1 or 4.2 may, by notice in writing given at any time by the Agent to that Charging Company, be reconverted into a floating charge in relation to the Assets or class of Assets specified in the notice.

5. TITLE DOCUMENTS AND VOTING RIGHTS

5.1. Deposit of title documents

Subject to the rights of any prior mortgagee and except as otherwise expressly agreed in writing by the Agent, each of the Charging Companies shall:

- 5.1.1. deposit with the Agent all deeds and documents of title relating to all its Assets charged under clauses 3.1 or 3.2 including policies of insurance and assurance, and the Agent shall be entitled to retain them;

- 5.1.2. execute and deliver to the Agent such documents and transfers and give such instructions and perform such other acts as the Agent may require at any time to constitute or perfect an equitable or legal charge, at the Agent's option, over registered Securities or a pledge over bearer Securities, including any Securities eligible to participate in any paperless transfer and settlement system or held in a clearing system.

5.2. **Voting rights**

Unless and until the security constituted by this deed becomes enforceable or the Agent otherwise directs in any case:

- 5.2.1. all voting and other rights attaching to Securities shall continue to be exercised by each of the Charging Companies for so long as it remains their registered owner;
- 5.2.2. none of the Charging Companies shall permit any person other than a Charging Company, the Agent or the Agent's nominee to be registered as holder of any Securities or any part thereof; and
- 5.2.3. if Securities are registered in the name of the Agent's nominee, all voting and other rights attaching to them shall be exercised by the nominee in accordance with instructions in writing from time to time received from the Charging Company concerned and, in the absence of any such instructions, the nominee shall refrain from exercising any such rights.

6. **COLLECTION OF RECEIVABLES**

6.1. **Payment of Receivables into the Bank Account**

Each of the Charging Companies shall collect and realise all Receivables and shall pay into such bank account of such Charging Company as the Agent may direct ("the **Bank Account**") all money it may receive in respect of them immediately on receipt and, pending such payment, shall hold all money so received upon trust for the Agent.

6.2. **No dealing with Receivables**

None of the Charging Companies shall, without the prior written consent of the Agent, charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any other person or purport to do so.

6.3. **Preservation of charges upon factoring**

If the Agent releases, waives or postpones its rights in respect of any Receivables for the purpose of enabling a Charging Company to factor or discount them to a third party, the charges created by this deed shall in all other respects remain in full force and effect.

6.4. **Details of Receivables**

Each of the Charging Companies shall deliver to the Agent such particulars as to the amount and nature of its Receivables as the Agent may from time to time reasonably require.

7. **NEGATIVE PLEDGE AND OTHER RESTRICTIONS**

7.1. **Negative pledge and other restrictions**

None of the Charging Companies shall, without the prior written consent of the Agent create, or agree or attempt to create, or permit to arise or subsist, any Encumbrance of any kind ranking pari passu with or in priority to this deed.

7.2. **Application to the Land Registry**

Each of the Charging Companies shall apply to the Chief Land Registrar for a restriction to be entered on the register of title of all its present registered freehold and leasehold land in England and Wales and all its present unregistered land so situated that is subsequently registered, whether in consequence of this debenture or otherwise, and shall apply for such a restriction when requested by the Agent in respect of all freehold and leasehold land in England and Wales acquired by such Charging Company after the date of this deed, in the following terms:

"Except under an order of the Registrar, no disposition by the proprietor of the land is to be registered without the consent of the proprietor for the time being of (*insert details of the debenture*)."

8. **FURTHER ASSURANCE**

Each of the Charging Companies shall, on demand by the Agent in writing, execute and deliver to the Agent at the cost of such Charging Company and in such form as the Agent may reasonably require:

- 8.1. a legal mortgage of its present and future land;
- 8.2. a fixed charge over any interest, not capable of being charged by way of legal mortgage, in its present and future land;
- 8.3. a legal assignment or other fixed security over its Intellectual Property Rights or Receivables;
- 8.4. a legal charge over its present and future Securities;
- 8.5. a chattel mortgage over its present and future chattels, plant, machinery, computers and/or other equipment as the Agent may specify;
- 8.6. a fixed charge or other fixed security over any Floating Charge Asset;
- 8.7. where any of its Assets is situated outside England and Wales, such fixed security under the law of the place where the Asset is situated as the Agent may require;
- 8.8. a notice to any third party of any of the charges or assignments contained in this deed; and
- 8.9. such other documents as the Agent may (acting reasonably) think fit further to secure the payment of the Secured Liabilities, or to perfect this deed, or to vest title to any Asset in itself or its nominee or any purchaser.

9. **CONTINUING SECURITY**

This deed shall be a continuing security to the Agent and the Noteholders, notwithstanding any intermediate payment or settlement of account or any other matter whatever, and shall be in addition to and shall not prejudice or be prejudiced by any Encumbrance, set-off, combination or other rights exercisable by the Agent or the Noteholders or both as bankers against the Charging Companies or any security, guarantee, indemnity or negotiable instrument now or in the future held by the Agent or any of the Noteholders.

10. **GENERAL COVENANTS**

10.1. **Notification of acquisition of Assets**

Each of the Charging Companies shall at all times immediately notify the Agent in writing of its acquisition of any interest or right in or to any land or any Intellectual Property Rights.

10.2. Prohibition on dealing with Receivables

None of the Charging Companies shall, without the prior written consent of the Agent, which shall not be unreasonably withheld or delayed, seek to compromise, compound, discharge, postpone, release, set-off, settle or subordinate any of its Receivables or waive its rights of action in connection with them, or do or omit to do anything that may delay or prejudice their full recovery.

11. INSURANCE UNDERTAKINGS

11.1. Insurance

Each of the Charging Companies shall insure and keep insured the Assets against risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Charging Companies.

11.2. Interest to be noted

Each of the Charging Companies shall, if requested by the Agent, cause the interest of the Agent to be noted on such insurances or, if the Agent so requires, effect such insurances in the joint names of the Agent and such Charging Company.

11.3. Payment of premiums

Each of the Charging Companies shall punctually make all premium and other payments necessary for effecting or maintaining such insurances and on demand produce to the Agent the receipts for such payments and, in default thereof, the Agent may take out or renew such insurances in such sums and on such terms as the Agent may think expedient. All money so expended by the Agent shall be recoverable by the Agent under clause 19.

11.4. No action that would render insurance void

None of the Charging Companies shall do or omit to be done anything that may render any policy of insurance hereby charged void or voidable.

11.5. Insurer's undertaking

Each of the Charging Companies shall use all reasonable endeavours to procure that its relevant insurer undertakes in writing to the Agent:

11.5.1. if such Charging Company defaults in the payment of any premium or fails to renew any such insurance, as soon as such default or non-renewal comes to the insurer's knowledge and, pending receipt of instructions from the Agent, to keep the Agent's interest in such insurance in force up to the full sum insured and for the same risks subject to the premium for any such period of extended cover being payable by the Agent for the account of such Charging Company;

11.5.2. to advise the Agent of any proposed cancellation of the policy at least 30 days before such cancellation is due to take effect; and

11.5.3. if the insurance cover is to be reduced or any insured risks are to be restricted, to advise the Agent at least 30 days before such reduction or restriction is due to take effect.

11.6. Application of proceeds

All money received by a Charging Company on any policy of insurance shall be paid to the Agent and applied towards making good the loss or damage in respect of which the money was received or, if such loss or damage has already been made good, in refinancing money

expended in that connection or, at the option of the Agent after the security constituted by this deed has become enforceable, towards the discharge of the Secured Liabilities. If any money payable under any policy of insurance is paid to a Charging Company, that Charging Company shall hold such moneys on trust for the Agent.

12. PROPERTY UNDERTAKINGS

12.1. Affirmative property undertakings

Each of the Charging Companies shall:

- 12.1.1. keep all buildings and all plant, machinery, fixtures, fittings and other effects charged under this deed in good repair and in good working order, except only for fair wear and tear, and shall not, without the prior written consent of the Agent, alter, pull down, remove or dispose of any of them except in the ordinary course of repair, maintenance or improvement;
- 12.1.2. punctually pay or cause to be paid and keep the Agent indemnified against, all present and future rents, rates, taxes, levies, charges, duties, assessments, impositions and outgoings whatever, whether parliamentary, parochial, local or otherwise, assessed, charged or imposed upon or now or in respect of its land or in which it has an interest and, when required, produce to the Agent proof of such payment;
- 12.1.3. ensure the due observance of all laws, statutes, statutory instruments, regulations and bye-laws for the time being in force and all notices, orders and requirements of any competent authority, statutory or otherwise, and all directives and codes of practice affecting its land or in which it has an interest or affecting such Charging Company's business or its Assets or relating to the protection of the environment or health and safety and carry out all works and give effect to all arrangements which any such authority may direct or recommend;
- 12.1.4. complete with reasonable expedition any building operations commenced at any time by it on its land to the satisfaction of the Agent and any competent authority and in conformity with all requisite planning and bye-law consents, including the provisions of any agreement entered into by such Charging Company with any such authority, all of which building operations shall have been previously approved by the Agent;
- 12.1.5. observe and perform all agreements, assignments, contracts, conveyances, grants and other deeds and documents for the time being binding on it or affecting its land or its use or enjoyment, and such Charging Company shall not take or omit to take any action of any kind whereby its interest or estate in its land may be forfeited or otherwise adversely affected;
- 12.1.6. punctually pay the rents reserved by and observe and perform its other obligations which are contained in any lease, agreement for lease, tenancy agreement or licence to occupy any such Land and enforce the observance and performance by the landlord or licensor of their respective obligations under any such document;
- 12.1.7. supply to the Agent within 7 days of receipt copies of any notice, order or proposal received by such Charging Company from any competent authority, statutory or otherwise, or from any landlord or tenant affecting any such land in any material respect, and, at the cost of the Charging Company, either punctually comply with the notice or order or, if so requested by the Agent, make or join with the Agent in making such objections or representations or taking such other steps as the Agent may think fit and any compensation received by the Charging Company as a result shall be charged to the Agent and paid to it and applied in or towards the discharge of the Secured Liabilities;
- 12.1.8. promptly on receipt, cause a copy of each professional valuation report it obtains in relation to its land to be provided to the Agent; and

12.1.9. notify the Agent, promptly on receipt, of any claim, notice or other communication received by it alleging non-compliance by it in relation to any matter referred to in this clause 12.1.

12.2. Negative property covenants

No Charging Company shall, without the prior written consent of the Agent, at any time:

12.2.1. erect any building or make any structural alteration or apply for any planning consent for the development or change of use of any such land, or, save in the ordinary course of repair, replacement or improvement, at any time sever, remove or dispose of any fixture on it; or

12.2.2. enter into onerous or restrictive obligations affecting its land or create or permit to arise any overriding interest or any easement or right whatever in or over it,

that might materially adversely affect its value or the value of the security over it.

12.3. Right of the Agent or a Receiver to remedy breach

If any of the Charging Companies defaults in the performance of any undertaking contained in this clause 12, the Agent or any Receiver may (but shall not be obliged to) do whatever may be necessary to rectify such default and all sums expended by the Agent or any Receiver under this clause 12 shall be recoverable by the Agent or Receiver from such Charging Company under clause 19. Such Charging Company shall also permit the Agent for such purpose to enter upon its land to effect such repairs as the Agent may consider necessary without becoming liable as a mortgagee in possession.

12.4. Indemnity

Each of the Charging Companies shall indemnify the Agent and its employees and agents fully at all times against any claim, liability, loss or expense incurred by them directly or indirectly as a result of any failure by such Charging Company to comply with this clause 12 or to comply with any law, regulation, directive or code of practice applicable to such Charging Company or to its business or the Assets or relating to the protection of the environment or health and safety.

13. LEASES, POSSESSION OF LAND AND CONSOLIDATION OF MORTGAGES

13.1. Prohibition on leasing

No Charging Company shall, without the prior written consent of the Agent, exercise any power of leasing, or accepting surrenders of leases of, its land, nor, save where obliged to do so by law, extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet.

13.2. No parting with possession

No Charging Company shall part with possession, except on the determination of any lease, tenancy or licence granted to it, of its land or share the occupation of it with any other person, or agree to do so, without the prior written consent of the Agent.

13.3. Section 93

Section 93 of the Act shall not apply to this deed.

14. POWERS OF SALE, LEASING, ACCEPTING SURRENDERS AND SEVERANCE

14.1. Statutory power of sale to arise on execution

Section 103 of the Act shall not apply to this deed, but the statutory power of sale shall, as between the Agent and a purchaser from the Agent, arise on, and be exercisable at any time after, the execution of this deed. However, the Agent shall not exercise such power of sale until the payment of the Secured Liabilities has been demanded, or a Receiver has been appointed, but this provision shall not affect a purchaser or require him to ask whether a demand or appointment has been made.

14.2. Power of the Agent to grant leases

The statutory powers of sale, leasing and accepting surrenders exercisable by the Agent by virtue of this deed are extended so as to authorise the Agent (whether in its own name or that of the Charging Company concerned) after the security constituted by this deed has become enforceable to grant leases of any land vested in a Charging Company or in which it has an interest on such terms and conditions, as the Agent shall think fit.

14.3. Agent may sever fixtures

The statutory power of sale exercisable by the Agent is extended so as to authorise the Agent to sever any fixtures from land and sell them separately.

14.4. Third Parties not to be concerned with validity of demand

No person dealing with the Agent or any Receiver, its agents or delegates, shall be concerned to enquire whether this deed has become enforceable, or whether any power exercised or purported to be exercised has become exercisable, or whether any of the Secured Liabilities remain due upon this deed, or as to the necessity or expediency of any stipulations and conditions subject to which the sale of any Asset is made, or otherwise as to the propriety or regularity of the sale of any Asset or to see to the application of any money paid to the Agent or such Receiver, or its agents or delegates, and each such dealing shall be deemed to be within the powers conferred by this deed and to be valid and effectual accordingly.

15. APPOINTMENT AND POWERS OF A RECEIVER

15.1. Appointment of a Receiver

At any time:

15.1.1. after the Agent has in writing demanded payment of any of the Secured Liabilities from any Charging Company; or

15.1.2. notwithstanding the terms of any other agreement between any Charging Company and the Agent or any of the Noteholders, after a proposal has been made for a voluntary arrangement or a petition has been presented for an administration order in relation to any Charging Company pursuant to Part I or II of the Insolvency Act 1986; or

15.1.3. if so requested by any Charging Company in respect of its own Assets,

the Agent may appoint by writing any person to be a receiver and manager of all or any part of the Assets of such Charging Company.

15.2. Powers of Receivers joint and several

Where more than one Receiver is appointed, they shall have power to act separately unless the Agent in the appointment specifies to the contrary.

15.3. Remuneration of Receiver

The Agent may from time to time determine the remuneration of the Receiver.

15.4. Power of the Agent to remove Receiver

The Agent may, subject to section 45 of the Insolvency Act 1986, remove the Receiver from the Assets of which he is the Receiver.

15.5. Further appointment

Such an appointment shall not preclude:

15.5.1. the Agent from making any subsequent appointment of a Receiver over all or any Assets over which a Receiver has not previously been appointed or has ceased to act, or

15.5.2. a Receiver, while continuing to act, consenting to the appointment of an additional Receiver to act with him.

15.6. Status of Receiver

The Receiver shall be the agent of the Charging Company concerned, which shall be solely liable for his acts, defaults and remuneration, unless and until such Charging Company goes into liquidation, after which he shall act as principal and shall not become the agent of the Agent or the Noteholders.

15.7. Power of Receiver

15.7.1. The Receiver shall have and be entitled to exercise in relation to the Charging Company concerned all the powers set out in Schedule I to the Insolvency Act 1986 as in force at the date of this deed, and in particular, by way of addition and without limiting such powers, and without prejudice to the powers of the Agent and the Noteholders, the Receiver shall have power either in his own name or in the name of the Charging Company concerned:

15.7.2. in connection with any sale or other disposition of the Assets of such Charging Company, to receive the consideration therefore in a lump sum or in instalments and to receive shares by way of consideration;

15.7.3. to grant options, licences or any other interest whatsoever in the Assets of such Charging Company;

15.7.4. to sever fixtures from, and to repair, improve and make any alterations to, the Assets of such Charging Company;

15.7.5. to exercise any voting rights appertaining to such Charging Company;

15.7.6. to do all other acts and things which he may consider desirable or necessary for realising any Asset of such Charging Company or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this deed; and

15.7.7. to exercise in relation to any Asset of such Charging Company all the powers, authorities and things which he would be capable of exercising if he was the absolute beneficial owner of the same.

15.8. Limitation on liability

Neither the Agent nor any of the Noteholders nor any Receiver shall be liable to account as mortgagee in possession or otherwise for any money not actually received.

15.9. Section 109 of the Act

Section 109 of the Act shall not apply to this deed.

16. POWER OF ATTORNEY

16.1. Power of attorney

Each of the Charging Companies, by way of security, irrevocably appoints the Agent, whether or not a Receiver has been appointed, and any Receiver separately the attorney of such Charging Company with full power to appoint substitutes and to delegate, for such Charging Company, in its name and on its behalf, and as its act and deed or otherwise, at any time after this security has become enforceable to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document, or perform any act that may be required of such Charging Company under this deed, or may be deemed by such attorney necessary or desirable for any purpose of this deed or to enhance or perfect the security intended to be constituted by it or to convey or transfer legal ownership of any Assets.

16.2. Ratification

Without prejudice to the generality of the provisions contained in clause 16.1 each of the Charging Companies covenants with the Agent and separately with any Receiver that if required so to do it shall ratify and confirm:

16.2.1. all transactions entered into by it or them in the proper exercise of its or their powers in accordance with this deed; and

16.2.2. all transactions entered into by it or them in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, deed, assurance, document or act as aforesaid.

17. OTHER POWERS EXERCISABLE BY THE AGENT

17.1. Agent empowered to appoint an Administrator

17.1.1. The Agent may, without notice to the Charging Companies, appoint any one or more persons to be an Administrator of all or any of the Charging Companies pursuant to paragraph 14 of schedule B1 of the Insolvency Act 1986 if the security constituted by this deed becomes enforceable.

17.1.2. Any appointment under this clause 17.1 shall:

17.1.2.1. be in writing signed by, or by a duly authorised signatory of, the Agent; and

17.1.2.2. take effect, in accordance with paragraph 19 of schedule B1 of the Insolvency Act 1986.

17.1.3. The Agent may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 17.1 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

17.2. Agent may exercise Receiver's powers

All powers of a Receiver conferred by this deed may be exercised by the Agent following demand by the Agent, whether as attorney of the Charging Companies or otherwise, and whether or not a Receiver has been appointed.

17.3. Agent empowered to receive Receivables

The Agent or any manager or officer of the Agent is irrevocably empowered to receive all Receivables and claims that may be assigned to the Agent pursuant to clause 8 and on payment to give an effectual discharge for them and on non-payment to take and institute if the Agent in its sole discretion so decides all steps and proceedings either in the name of the relevant assignor or in the name of the Agent for their recovery, and also to agree accounts and to make allowances and to give time to any surety. The relevant assignor undertakes to ratify and confirm whatever the Agent or any manager or officer of the Agent shall do or purport to do under this clause 17.3.

17.4. Exclusion of the Agent's liability

The Agent shall have no liability or responsibility to any Charging Company arising out of the exercise or non-exercise of the rights conferred on it by clause 17 except for gross negligence and wilful default.

17.5. Agent not obliged to take action relating to Receivables

The Agent shall not be obliged to make any enquiry as to the sufficiency of any sums received by it in respect of any Receivables or claims so assigned to it or to make any claim or take any other action to collect in or enforce them.

18. APPLICATION OF MONEY RECEIVED BY THE AGENT OR A RECEIVER

18.1. Application of recoveries

Any money received under this deed shall, subject to the discharge of any prior-ranking claims, be paid or applied in the following order of priority:

18.1.1. in satisfaction of all costs, charges and expenses incurred, and payments made, by the Agent and/or the Receiver, and of the remuneration of the Receiver;

18.1.2. in or towards satisfaction of the Secured Liabilities in the manner applicable under the Loan Note Instrument; and

18.1.3. as to the surplus, if any, to the person or persons entitled to it.

18.2. Suspense accounts

The Agent may, in its absolute discretion on or at any time or times after demand and pending the payment to the Agent of the whole of the Secured Liabilities, place and keep to the credit of a separate or suspense account any money received, recovered or realised by the Agent by virtue of this deed for so long and in such manner as the Agent may determine without any intermediate obligation to apply it in or towards the discharge of any of the Secured Liabilities.

19. COSTS AND INTEREST ON OVERDUE AMOUNTS

19.1. Indemnity

19.1.1. All costs, charges and liabilities, including all professional fees and disbursements and VAT and/or any similar tax, and all other sums paid or incurred by the Agent, the Beneficiaries and/or any Receiver under or in connection with this deed or the Charging Companies' affairs, shall be recoverable on a full indemnity basis as a debt payable on demand from such of the Charging Companies as the Agent (acting reasonably) may select, may be debited without notice to any account of such Charging Companies, shall bear interest accordingly and shall be charged on the Assets of such Charging Companies. Each of the Charging Companies shall indemnify the Agent against all and any costs, charges and expenses arising:

19.1.2. out of any of the property charged or assigned pursuant to clauses 3 or 8 resulting from it infringing or allegedly infringing any third party rights; and

19.1.3. in relation to any proceedings referable to such Charging Company brought against the Agent or to which the Agent may be joined whether as plaintiff or defendant that relate to any of such charged property.

19.2. Categories of costs recoverable

Without prejudice to the generality of clause 19.1 the costs recoverable by the Agent, the Noteholders and/or any Receiver under this deed shall include:

19.2.1. all reasonable costs incurred by the Agent and the Noteholders in preparing and administering this deed or perfecting the security created by it;

19.2.2. all reasonable costs, whether or not allowable on a taxation by the Court, of all proceedings for the enforcement of this deed or for the recovery or attempted recovery of the Secured Liabilities;

19.2.3. all money expended and all costs arising out of the exercise of any power, right or discretion conferred by this deed;

19.2.4. all costs and losses arising from any default by any Charging Company in the payment when due of any of the Secured Liabilities or the performance of its obligations under this deed; and

19.2.5. all administrative charges of the Agent and the Noteholders based on time spent by its employees and agents in connection with the affairs of the Charging Companies.

19.3. Currency indemnity

Money received or held by the Agent or any of the Noteholders pursuant to this deed may, from time to time after demand of all or any part of the Secured Liabilities has been made, be converted into such currency as the Agent or any Noteholders considers necessary or desirable to discharge the Secured Liabilities in that currency at the Agent's then prevailing spot rate of exchange, as conclusively determined by the Agent, for purchasing the currency to be acquired with the existing currency.

20. INFORMATION

The Agent may from time to time seek from any other provider of finance to any Charging Company such information about such Charging Company and its affairs as the Agent may think fit and each Charging Company directs any such third party to provide such information to the Agent and agrees to provide such further authority for this purpose as the Agent may from time to time require.

21. TRANSFER AND DISCLOSURE

21.1. Transfer

A Noteholder may at any time, with the prior written consent of the Agent, transfer all or any part of its rights in relation to this deed and the Secured Liabilities to any person or otherwise grant an interest in them to any person to which it is permitted to transfer any of the Secured Liabilities under the Loan Note Instrument.

21.2. Disclosure

Each Charging Company irrevocably authorises the Agent and each Noteholder, at its discretion, at any time or from time to time, to disclose any information concerning such Charging Company, this deed and the Secured Liabilities:

21.2.1. to any prospective transferee or grantee referred to in clause 21.1 and any other person considered by the Agent and each Noteholder to be concerned in the prospective transaction; and

21.2.2. to any person who, as part of the arrangements made in connection with any transaction referred to in clause 21.1, requires such information after the transaction has been effected.

The above authority is without prejudice to the Agent's and each Noteholder's right of disclosure implied by law.

22. AGENT AS TRUSTEE, PERPETUITY PERIODS AND NO PARTNERSHIP

22.1. Agent

The Agent declares itself to be a trustee of this deed, and any other security in its favour created pursuant to this deed, for the Noteholders. The retirement of the Agent from being trustee and the appointment of any new trustee shall be effected in the manner provided in the Loan Note Instrument.

22.2. Liability of the Agent

The Agent shall not be liable to the Noteholders for any act or omission carried out in good faith.

22.3. Perpetuity period

The perpetuity period applicable to the trust hereby constituted shall be 80 years.

22.4. No partnership

Nothing in this security shall constitute or be deemed to constitute a partnership between the Agent and/or any of the Noteholders.

23. FORBEARANCE AND SEVERABILITY

23.1. No waivers

All rights, powers and privileges under this deed shall continue in full force and effect, regardless of the Agent or any Noteholder exercising, delaying in exercising or omitting to exercise any of them.

23.2. Invalidity and severability

23.2.1. None of the covenants and guarantees given and none of the charges created by the Charging Companies under this deed shall be avoided or invalidated by reason only of one or more of such covenants, guarantees or charges being invalid or unenforceable.

23.2.2. Any provision of this deed which for any reason is or becomes illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this deed.

24. **VARIATIONS AND CONSENTS**

24.1. **Variations to be in writing signed by all parties**

No variation of this deed shall be considered valid and as constituting part of this deed, unless such variation shall have been made in writing and signed by the Agent (on behalf of the Noteholders) and the Charging Companies.

24.2. **Variation**

The expression "**variation**" shall include any variation, supplement, extension, deletion or replacement however effected.

24.3. **Conditional consents**

Save as otherwise expressly specified in this deed, any consent of the Agent may be given absolutely or on any terms and subject to any conditions as Agent may determine in its entire discretion.

25. **SERVICE OF DEMANDS AND NOTICES**

25.1. **Address**

A demand for payment or any other demand or notice under this deed may be made or given by any manager or officer of the Agent in writing addressed to the Charging Company concerned and served on it at the address for service of such Charging Company stated in Schedule 1 or its existing or last known place of business (or, if more than one, any one of such places), or by fax or email to the fax number or email address last known to the Agent.

25.2. **Deemed service on a Charging Company**

A notice or demand shall be deemed to be duly served on a Charging Company:

25.2.1. if delivered by hand, when left at such an address,

25.2.2. if sent by post, at noon on the next day following the day of posting and shall be effective even if it is misdelivered or returned undelivered,

25.2.3. if given or made by fax or email, at the time of transmission,

provided that, where delivery or transmission occurs after 1800 hours on a business day or on a day that is not a business day, service shall be deemed to occur at 0900 hours on the next business day.

25.3. **Actual service on Agent**

Any communication to the Agent shall be deemed to have been given only on actual receipt by it.

26. **COUNTERPARTS**

This deed may be executed by any of the Charging Companies in any number of copies, all of which taken together shall constitute a single deed.

27. **JOINT AND SEPARATE LIABILITY**

Unless the context otherwise requires, all covenants, agreements, representations and warranties on the part of the Charging Companies contained in this deed are given by them jointly and separately and shall be construed accordingly.

28. **AGENT**

The provisions of clause of the Loan Note Instrument dealing with the Agent's rights, obligations and duties shall apply to the Agent's rights, obligations and duties under this deed as if set out in this deed in full.

29. **PROVISO FOR REDEMPTION AND RELEASES**

On payment and discharge in full of the Secured Liabilities or if a Charging Company wishes to dispose of an Asset charged by way of fixed charge under this deed where such disposal is permitted under this deed, the Agent shall, at the request and cost of the Charging Company, execute a release and reassignment of all or any part of the security comprised in this deed in such form as the Charging Company may reasonably require.

30. **GOVERNING LAW**

30.1. **Governing law**

This deed shall be governed by English law.

30.2. **Jurisdiction**

Each of the Charging Companies submits, for the exclusive benefit of the Agent and the Noteholders, to the jurisdiction of the English Courts, but without prejudice to the right of the Agent and/or the Noteholders to commence proceedings against such Charging Company in any jurisdiction.

AS WITNESS WHEREOF this composite debenture has been executed by each Charging Company as a deed and signed by the Agent and it shall take effect on the day and year first above written.

Schedule 1

THE CHARGING COMPANIES

Global Ceramic Tiling Holdings Limited (company number: 13962896)

Global Ceramic Tiling Limited (company number: 04105084)

EXECUTED as a **DEED**)
(but not delivered until the date hereof))
by **GLOBAL CERAMIC TILING HOLDINGS**)
LIMITED Jason Oliver)
acting by)
a director, in the presence of:

[Redacted Signature]

Witness Signature [Redacted Signature]

Witness Name: Prabin Sunar

Witness Address: [Redacted Address]

Witness Occupation [Redacted Occupation]

EXECUTED as a **DEED**)
(but not delivered until the date hereof))
by **GLOBAL CERAMIC TILING LIMITED**)
acting by Jason Oliver.....)
a director, in the presence of:

[Redacted Signature]

Witness Signature [Redacted Signature]

Witness Name: Prabin Sunar

Witness Address: [Redacted Address]

Witness Occupation [Redacted Occupation]

EXECUTED as a **DEED**
(but not delivered until the date hereof)
by **JASON PETER OLIVER**
in the presence of:

)
)
)
)
)

Witness Signature [REDACTED]

Witness Name: Prabin Sunar

Witness Address: [REDACTED]
.....
.....

Witness Occupation [REDACTED]