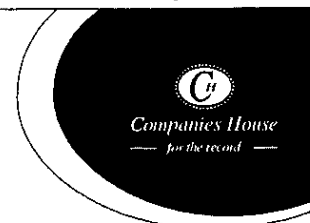


MG01

Particulars of a mortgage or charge

116524/13.



A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☒ **What this form is NO**
You cannot use this for
particulars of a charge
company To do this, ple
form MG01s

SATURDAY



A41 *AYZT0YEC* 15/10/2011 18
COMPANIES HOUSE

1 Company details		For official use
Company number	0 7 0 2 0 1 9 1	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	F B TILING LIMITED (the "Company")	
2 Date of creation of charge		
Date of creation	<input checked="" type="checkbox"/> d 1 d 1 m 1 m 0 y 2 y 0 y 1 y 1	
3 Description		
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'		
Description	A Debenture over all the Company's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future and includes each or any of them, dated 11 October 2011 between the Company and Banco Bilbao Vizcaya Argentaria, S A , London Branch (the "Bank")	
4 Amount secured		
Please give us details of the amount secured by the mortgage or charge		
Amount secured	All or any monies and liabilities which will from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Bank may in the course of the Company's business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the Bank's usual rates and practice as well after as before any demand made or decree obtained under or in relation to the Debenture (the "Secured Liabilities")	
		Continuation page Please use a continuation page if you need to enter more details

MG01

Particulars of a mortgage or charge

5

Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name

Banco Bilbao Vizcaya Argentaria, S A , London Branch

Address

108 Cannon Street, London

United Kingdom

Postcode

E C 4 N 6 E U

Name

Address

Postcode

Continuation page

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

By executing the Debenture the Company charges to the Bank with full title guarantee as a continuing security for the payment or discharge of the Secured Liabilities

1 by way of legal mortgage all estates or interests in the freehold and leasehold property described below together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property None

See continuation pages

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>2 by way of fixed charge</p> <p>2 1 all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of Clause 3 1 1 of the Debenture (described in paragraph 1 above)) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property,</p> <p>2 2 all the Company's present and future interest in or over land or the proceeds of sale of it and all the Company's present and future licences to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Debenture,</p> <p>2 3 all present and future plant and machinery not otherwise charged under Clause 3 of the Debenture (described in the whole this Section 6) and all the Company's other present and future chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress),</p> <p>2 4 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them,</p> <p>2 5 all rights and interests in and claims under all policies of insurance and assurance held or to be held by the Company or inuring to the Company's benefit and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts,</p> <p>2 6 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which the Company may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or otherwise) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world,</p> <p>See cont page 2</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Continuation page 2</p> <p>2 7 all the Company's goodwill and uncalled capital for the time being, 2 8 all the Company's present and future book and other debts and monetary claims whether payable now or in the future and the benefit of all the Company's present and future rights and claims against third parties relating to them and capable of being satisfied by the payment of money (save as charged under Clause 3 1 2 5 of the Debenture (described in paragraph 2 5 above), 2 9 all the Company's present and future bank accounts, cash at bank and credit balances with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest), and</p> <p>3 by way of floating charge all the Company's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future (together, the "Assets" and each one of them, an "Asset") not effectively charged by the fixed charges detailed in Clause 3 1 2 of the Debenture (described in paragraph 2 above) (including, without limitation, any of the Company's immovable property in Scotland and any Assets in Scotland falling within any of the types mentioned in paragraph 2 above</p> <p>The Company with full title guarantee assigns in the Bank's favour (subject to the Company's right to redeem such assignment upon payment or discharge in full of the Secured Liabilities)</p> <p>1 all the Company's right, title and interest in and to any interest rate hedging arrangements entered into by any person, and 2 (insofar as they are capable of being assigned by way of security) all the Company's right, title and interest in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provision of the Debenture</p> <p>To the extent that any right, title and interest referred to in Clause 3 2 of the Debenture (described in the paragraph immediately preceding this one) is not assignable or capable of assignment, the assignment purported to be made by that Clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities</p> <p>See continuation page 3</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Continuation page 3</p> <p>Any mortgage, fixed charge or other fixed security created by the Company in the Bank's favour shall have priority over the floating charge created by the Debenture, except insofar as the Bank declares otherwise whether at or after the time of creation of such fixed security</p> <p>The Bank may at any time, by notice to the Company, immediately convert the floating charge created under Clause 3 1 3 of the Debenture (described in paragraph 3 on the previous page) into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from us, automatically be converted with immediately effect into a fixed charge</p> <p>1 in respect of any Assets which become subject to a fixed charge in favour of any other person,</p> <p>2, in respect of all the Assets charged under Clause 3 1 3 of the Debenture (described in paragraph 3 on the previous page) if and when the Company ceases to carry on business or to be a going concern, and</p> <p>3 in respect of all the Assets on the making of an order for the Company's compulsory winding-up, on the convening of a meeting for the passing of a resolution for the Company's voluntary winding-up or the taking of any steps (including without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company</p> <p>Clause 3 5 of the Debenture (described on the previous page) will not apply to any Assets situation in Scotland if, and to the extent that, a Receiver would not be capable of exercising its powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion</p> <p>The Company will not without the Bank's previous written consent</p> <p>1 create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising by operation of law in the ordinary course of the Company's business) or encumbrance on all or any of the Company's Assets, or</p> <p>See continuation page 4</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Continuation page 4</p> <p>2 sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way or all or any of the Company's Assets (other than any Assets the subject of a floating charge (but not any fixed charge or mortgage) on arms length terms in the ordinary course of trading), or</p> <p>3 in any way dispose of the equity of redemption of any Asset or any interest in any Asset</p> <p>The Company shall not sell, transfer, assign, charge, discount, factor or otherwise dispose of any part or interest in any of its book and other debts and other monies which the Company receives before they are realised and paid into the Company's account with the Bank</p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Debenture</p> <p>The security under the Debenture will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever and will be without prejudice and in addition to any other right, remedy or security of whatever sort which the Bank may hold at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by any release, reassignment or discharge of any other right, remedy or security</p> <p>The security constituted by the Debenture shall become enforceable and the Bank may exercise all the powers conferred on mortgagees by the Law of Property Act 1925 (as varied or extended by the Debenture), all the powers conferred on the holder of a qualifying floating charge (as defined in the Insolvency Act 1986) by the Insolvency Act 1986 and all or any of the rights and powers conferred by the Debenture without further notice to the Company upon and at any time after the occurrence of any of the following events</p> <p>1 if the Company has failed to pay all or any of the Secured Liabilities when they are due and payable,</p> <p>2 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Company or by any other person to appoint an administrator in respect of the Company,</p> <p>See continuation sheet 5</p>

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

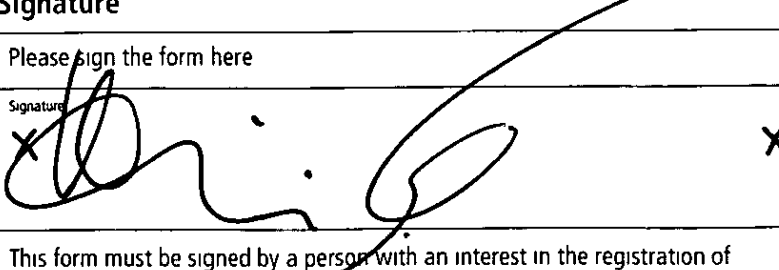
Short particulars

Continuation page 5

- 3 any step is taken (including, without imitation, the making of an application or the giving of any notice) by the Company or any person to wind up or dissolve the Company or to appoint a liquidator, trustee, receiver, administrative receiver or similar officer to the Company or any part of the Company's undertaking or assets,
- 4 the making of a request by the Company for the appointment of a receiver or administrator

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Particulars of a mortgage or charge

<p>7</p>	<p>Particulars as to commission, allowance or discount (if any)</p> <p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
<p>Commission allowance or discount</p>	<p>Nil</p>	
<p>8</p>	<p>Delivery of instrument</p> <p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
<p>9</p> <p>Signature</p>	<p>Signature</p> <p>Please sign the form here</p> <p></p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7020191
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 11 OCTOBER
2011 AND CREATED BY F B TILING LTD FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
BANCO BILBAO VIZCAYA ARGENTARIA,S.A.,LONDON
BRANCH ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
15 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 OCTOBER
2011

p



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES