



Registration of a Charge

Company name: **WE ARE CATALYST LIMITED**

Company number: **10918030**

Received for Electronic Filing: **22/02/2019**



X7ZUVEW3

Details of Charge

Date of creation: **22/02/2019**

Charge code: **1091 8030 0002**

Persons entitled: **ONESAVINGS BANK PLC**

Brief description:

Contains fixed charge(s).

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SQUIRE PATTON BOGGS (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10918030

Charge code: 1091 8030 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd February 2019 and created by WE ARE CATALYST LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd February 2019 .

Given at Companies House, Cardiff on 25th February 2019

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

EXECUTION VERSION

DATED 22 February 2019

WE ARE CATALYST LIMITED (1)

and

ONESAVINGS BANK PLC (2)

SHARE CHARGE

Squire Patton Boggs (UK) LLP
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Reference

014-4194-2871/3/EUROPE

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DATE OF SHARE CHARGE

22 February 2019

PARTIES

- (1) **WE ARE CATALYST LIMITED**, a company incorporated in England and Wales with company number 10918030 whose registered office is at Positive House, Yeoman Road, Ringwood, Hampshire, BH24 3FF ("**Chargor**")
- and
- (2) **ONESAVINGS BANK PLC**, a company incorporated in England and Wales with company number 07312896 whose registered office is at Reliance House, Sun Pier, Chatham, Kent, ME4 4ET ("**Lender**")

IT IS AGREED THAT:

1 DEFINITIONS AND INTERPRETATION

In this Deed:

"**Borrower**" means CPF Two Limited.

"**Enforcement Date**" means the date on which the Lender demands the payment or discharge of all or any of the Secured Obligations pursuant to clause 21.15 (*Acceleration*) of the Facility Agreement.

"**Facility Agreement**" means the uncommitted revolving credit facility agreement with term out dated on or about the date of this Deed and made between CPF Two Limited (as Borrower) and OneSavings Bank plc (as Lender).

"**Party**" means a party to this Deed.

"**Receiver**" means any receiver, manager or administrative receiver appointed by the Lender in respect of the Chargor or any of the Secured Assets.

"**Related Rights**" means, in respect of any Share:

- (a) all monies paid or payable in respect of that Share (whether as income, capital or otherwise);
- (b) all shares, investments or other assets derived from that Share; and/or
- (c) all rights derived from or incidental to that Share.

"**Secured Assets**" means the property charged pursuant to clause 3 (*Charging Provisions*).

"**Secured Obligations**" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Borrower to the Lender under or pursuant to the Finance Documents except for any obligation which, if it were included here, would constitute unlawful financial assistance or its equivalent in any other jurisdiction.

"Security Period" means the period beginning on the date of this Deed and ending on the date on which the Lender has determined (acting reasonably) that the Secured Obligations have been irrevocably and unconditionally paid and discharged in full.

"Shares" means all shares present and future held by the Chargor in the Borrower (including those listed in the schedule).

1.2 Interpretation

- (a) Unless otherwise defined in this Deed, a term defined in the Facility Agreement has the same meaning when used in this Deed or any notices, acknowledgements or other documents issued under or in connection with this Deed.
- (b) In this Deed the term **dispose** includes any sale, lease, licence, transfer or loan.
- (c) Clause 1.2 (*Construction*) of the Facility Agreement is incorporated in this Deed as if set out here in full but so that each reference in that clause to **this Agreement** shall be read as a reference to this Deed.

1.3 Third Party Rights

- (a) Unless expressly provided to the contrary in any Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other Finance Document issued or entered into under or in connection with it but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.
- (b) Unless expressly provided to the contrary in any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed or any other Finance Document entered into under or in connection with it.

2 COVENANT TO PAY

- 2.1 Subject to clauses 2.2 and 2.3, the Chargor covenants with the Lender to pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents.
- 2.2 The covenant to pay contained in clause 2.1 shall only apply to the extent of the proceeds of realisation of the Secured Assets. This is without prejudice to any right of the Lender under any other Finance Document.
- 2.3 The Lender shall not have any recourse under clause 2.1 to any assets of the Chargor other than the Shares.

3 CHARGING PROVISIONS

3.1 General

All Security created by the Chargor under clause 3.2 is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset; and
- (d) granted in favour of the Lender.

3.2 Fixed charge

The Chargor charges by way of first fixed charge the Shares together with all Related Rights.

4 CONTINUING SECURITY

- 4.1 The Security constituted by this Deed shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by the Chargor or any other person of the whole or any part of the Secured Obligations.

4.2 Recourse

The Security constituted by this Deed:

- (a) is in addition to any other Security which the Lender may hold at any time for the Secured Obligations (or any of them); and
- (b) may be enforced without first having recourse to any other rights of the Lender.

5 NEGATIVE PLEDGE

The Chargor shall not create or permit to subsist any Security (except as permitted by the Lender) over any of the Secured Assets.

6 RESTRICTIONS ON DISPOSALS

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to dispose of any Secured Assets except as is permitted by the terms of this Deed or the Facility Agreement or by the Lender in writing from time to time.

7 UNDERTAKINGS

The Chargor undertakes to the Lender in accordance with this clause 7. The undertakings in this clause 7 shall remain in force during the Security Period.

7.1 General

It shall not do or cause or permit (so far as it is lawfully able) to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value of the Secured Assets.

7.2 Shares

- (a) It shall:
 - (i) deliver to the Lender or its nominee all certificates of title and other documents of title or evidence of ownership in respect of the Shares or their Related Rights (if any); and
 - (ii) deliver to the Lender such transfer documents (with the transferee left blank) or any other documents as the Lender may require or otherwise request in respect of the Shares and their Related Rights from time to time for the purpose of perfecting its title to the Shares or for the purpose of vesting the same in itself, its nominee or any purchaser or presenting the same for registration at any time,

in the case of the Shares owned by the Chargor as at the date of this Deed, on execution of this Deed and, in the case of any Shares acquired by the Chargor after the date of this Deed, promptly upon the acquisition of such Shares.

- (b) Until such time as the Security created by or under this Deed is enforceable under clause 9.1 and the Lender has taken steps to enforce the Security created by or under this Deed under clause 9.2, it shall be entitled to receive and retain all dividends, distributions and other monies receivable in respect of the Shares and Related Rights.
- (c) Until such time as the Security created by or under this Deed is enforceable under clause 9.1 and the Lender has taken steps to enforce the Security created by or under this Deed under clause 9.2, it shall be entitled to exercise all voting and other rights in respect of the Shares and Related Rights provided that it does not exercise those rights in a manner which is likely to be prejudicial to the interests of the Lender.
- (d) It shall make all payments which may become due and payable in respect of any of the Shares and Related Rights. If it fails to make any such payments, the Lender may but shall not be obliged to make such payment on behalf of the Chargor. Any sums so paid by the Lender shall be repayable by the Chargor to the Lender on demand and pending such repayment shall constitute part of the Secured Obligations.
- (e) It shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of the Shares and Related Rights and the Lender shall not be required to perform or fulfil any obligation of the Chargor in respect of any Shares or Related Rights.
- (f) It shall comply with any notice served on it, under the Companies Act 2006 or pursuant to its articles of association or any other constitutional document, in respect of or in connection with the Shares or Related Rights and will

promptly, upon request by the Lender from time to time for copies of any such notices received, provide to the Lender a copy of such notices.

- (g) It shall promptly, upon the request of the Lender provide to the Lender a copy of all other notices, reports, accounts and circulars received by it in respect of or in connection with any of the Secured Assets.
- (h) It shall ensure that none of the Shares are converted into uncertificated form without the prior written consent of the Lender.

7.3 Retention of documents

The Lender may retain any document delivered to it pursuant to clause 7.2 or otherwise until the Security created by this Deed is released and if, for any reason it ceases to hold any such document before such time, it may by notice to the Chargor require that the relevant document be redelivered to it and the Chargor shall promptly comply (or procure compliance) with such notice.

8 SECURITY POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take (but where it has failed to do so) under this Deed. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 8.

9 ENFORCEMENT OF SECURITY

9.1 When security is enforceable

On the occurrence of the Enforcement Date, any Security created by and under this Deed is immediately enforceable.

9.2 Acts of enforcement

The Lender may, at its absolute discretion, at any time after the Security created by or under this Deed is enforceable pursuant to clause 9.1 above:

- (a) enforce all or any part of the Security created by or under this Deed in any manner it sees fit;
- (b) exercise its rights and powers conferred upon mortgagees by the Law of Property Act 1925, as varied and extended by this Deed, and rights and powers conferred on a Receiver by this Deed, whether or not it has taken possession or appointed a Receiver to any of the Secured Assets;
- (c) appoint one or more persons to be a Receiver to all or any part of the Secured Assets;
- (d) exercise its power of sale under section 101 Law of Property Act 1925 (as amended by this Deed);

- (e) sell all or any of the Secured Assets in any manner permitted by law and on such terms as the Lender shall in its absolute discretion determine; and/or
- (f) apply all dividends and other monies received in respect of the Secured Assets as though they were proceeds of sale.

9.3 Right of Appropriation

- (a) To the extent that the Security created by this Deed constitutes a "security financial collateral arrangement" and the Secured Assets constitute "financial collateral" for the purpose of the Financial Collateral Arrangements (No 2) Regulations 2003 (the Regulations), the Lender shall have the right on giving prior notice to the Chargor, at any time after the Security created by or under this Deed becomes enforceable pursuant to clause 9.1 above, to appropriate all or any part of those Secured Assets in or towards discharge of the Secured Obligations. The parties agree that the value of the appropriated Secured Assets shall be determined by the Lender by reference to any available publicly available market price in the absence of which by such other means as the Lender (acting reasonably) may select including, without limitation, an independent valuation. For the purpose of Regulation 18(1) of the Regulations, the Chargor agrees that any such determination by the Lender will constitute a valuation "in a commercially reasonable manner".
- (b) The Lender shall notify the Chargor as soon as reasonably practicable of the exercise of its right of appropriation as regards such of the Secured Assets as are specified in the notice.

9.4 Statutory Powers - General

- (a) For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Law of Property Act 1925 (Regulation of exercise of power of sale) and section 93 of the Law of Property Act 1925 (Restriction on consolidation of mortgages) do not apply to the Security constituted by or under this Deed.
- (c) Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees and Receivers.

9.5 Mortgagee in possession - no liability

Neither the Lender nor any Receiver will be liable, by reason of entering into possession of a Secured Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might otherwise be liable.

9.6 Redemption of prior mortgages

At any time after the Security created by or under this Deed has become enforceable, the Lender may, at the sole cost of the Chargor (payable to the Lender on demand):

- (a) redeem any prior form of Security over any Secured Asset; and/or
- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Chargor.

9.7 Shares – following the Enforcement Date

- (a) Following the Enforcement Date, the Lender may complete the transfer documents delivered to it under clause 7.2(a)(ii) in favour of itself or such other person or nominee as it shall select.
- (b) At any time after the Security created by or under this Deed is enforceable pursuant to clause 9.1 above and the Lender has taken steps to enforce the Security created by or under this Deed under clause 9.2, the Chargor shall on request by the Lender, the Chargor shall on request by the Lender:
 - (i) provide to the Lender certified copies of all resolutions and authorisations approving the execution of such transfer forms and registration of such transfers as the Lender may reasonably require;
 - (ii) procure that each such transfer is promptly registered by the relevant company or other entity; and
 - (iii) exercise all voting rights in respect of the Shares and Related Rights only in accordance with the instructions of the Lender.
- (c) At any time after the Security created by or under this Deed is enforceable pursuant to clause 9.1 and the Lender has taken steps to enforce the Security created by or under this Deed under clause 9.2, the Lender and its nominee or nominees may:
 - (i) exercise all voting and other rights and power (including without limitation) all the powers given to trustees by the Trustee Act 2000 in respect of the Shares and Related Rights of the Chargor and the Chargor shall not exercise any such rights;
 - (ii) sell all or any of the Shares or Related Rights of the Chargor in any manner permitted by law and on such terms as the Lender shall in its absolute discretion determine;
 - (iii) collect, recover or compromise and give a good discharge for any monies payable to the Chargor in respect of the Shares or Related Rights; and
 - (iv) exercise (or refrain from exercising) all or any of the powers and rights conferred upon or exercisable by the legal or beneficial owner of the Shares.
- (d) If the Chargor receives any dividends, distributions or other monies in respect of any Shares or Related Rights when any steps have been taken to enforce

the Security created by or under this Deed under clause 9.2, it shall hold all such sums on trust for the Lender pending payment of them to such account as the Lender shall direct.

10 RECEIVER

10.1 Appointment of Receiver

- (a) At any time after any Security created by or under this Deed is enforceable pursuant to clause 9.1, the Lender may appoint a Receiver to all or any part of the Secured Assets in accordance with clause 9.2(c).
- (b) At any time if so requested in writing by the Chargor, without further notice, the Lender may appoint one or more persons to be a Receiver of all or any part of the Secured Assets as if the Lender had become entitled under the Law of Property Act 1925 to exercise the power of sale conferred under the Law of Property Act 1925.
- (c) Any Receiver appointed under this Deed shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts or defaults (save in the case of fraud or gross negligence on the part of the Receiver) and for his remuneration and liable on any contracts or engagements made or entered into by him and in no circumstances whatsoever shall the Lender be in any way responsible for any misconduct, negligence or default of the Receiver.
- (d) Where the Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 to the Insolvency Act 1986 (a) obtaining a moratorium, or (b) anything done with a view to obtaining a moratorium including any preliminary decision or investigation in terms of paragraph 43 of Schedule A1 of the Insolvency Act 1986 shall not be grounds for appointment of a Receiver.

10.2 Removal

The Lender may by written notice remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated.

10.3 Powers of Receiver

(a) General

- (i) In addition to those conferred by the Law of Property Act 1925 on any Receiver appointed under that Act, each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out in this clause 10.3.
- (ii) If there is more than one Receiver holding office at the same time, unless the document appointing him states otherwise, each Receiver may exercise all of the powers conferred on a Receiver under this Deed or under the Insolvency Act 1986 individually and to the exclusion of any other Receivers.

(iii) A Receiver may, (in the name of the Chargor):

- (A) do all other acts and things which he may consider expedient for realising any Secured Asset; and
- (B) exercise in relation to any Secured Asset all the powers, authorities and things which he would be capable of exercising if he were its absolute beneficial owner.

(b) **Borrow money**

A Receiver may raise and borrow money (either unsecured or on the security of any Secured Asset, either in priority to the security constituted by this Deed or otherwise) on any terms and for whatever purpose which he thinks fit. No person lending that money need enquire as to the propriety or purpose of the exercise of that power or to check the application of any money so raised or borrowed.

(c) **Compromise**

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor relating in any way to any Secured Asset.

(d) **Delegation**

A Receiver may delegate his powers in accordance with clause 11 (*Delegation*).

(e) **Employees**

For the purposes of this Deed, a Receiver as he thinks appropriate, on behalf of the Chargor or for itself as Receiver, may:

- (i) appoint and discharge managers, officers, agents, accountants, servants, workmen and others upon such terms as to remuneration or otherwise as he may think proper; and
- (ii) discharge any such persons appointed by the Chargor.

(f) **Legal actions**

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings or submit to arbitration or any form of alternative dispute resolution in the name of the Chargor in relation to any Secured Asset as he considers expedient.

(g) **Receipts**

A Receiver may give valid receipts for all monies and execute all assurances and things which may be expedient for realising any Secured Asset.

(h) **Sale of assets**

A Receiver may sell, exchange, convert into monies and realise any Secured Asset by public auction or private contract in any manner and on any terms which he thinks proper. The consideration for any such transaction may consist of cash, debenture or other obligations, shares, stock or other valuable consideration and any such consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit.

(i) **Deal with Secured Assets**

A Receiver may, without restriction vary the terms of or otherwise dispose of or deal with, all or any part of the Secured Assets without being responsible for loss or damage, and so that any such disposition may be made for cash payable by instalments, loan stock or other debt obligations or for shares or securities of another company or other valuable consideration, and the Receiver may form and promote, or concur in forming and promoting, a company or companies to purchase or otherwise acquire interests in all or any of the Secured Assets or otherwise, arrange for such companies to trade or cease to trade and to purchase or otherwise acquire all or any of the Secured Assets on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit.

(j) **Security**

A Receiver may redeem any prior Security and settle and pass the accounts of the person entitled to the prior Security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver.

(k) **Incidental Matters**

A Receiver may do all other acts and things including without limitation, signing and executing all documents and deeds as may be considered by the Receiver to be incidental or conducive to any of the matters or powers listed here or granted by law or otherwise incidental or conducive to the preservation, improvement or realisation of the Secured Assets and to use the name of the Chargor for all the purposes set out in this clause 10.

10.4 Remuneration

The Lender may from time to time fix the remuneration of any Receiver appointed by it.

11 DELEGATION

11.1 The Lender and any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by the Lender and the Receiver (as appropriate) under this Deed to any person or persons as it shall think fit. Any such delegation may be made upon

such terms and conditions (including the power to sub-delegate) as the Lender and Receiver (as appropriate) may think fit.

- 11.2 The Lender and any Receiver will not be liable or responsible to the Chargor or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate.

12 APPLICATION OF MONIES

- 12.1 Sections 109(6) and (8) (Appointment, powers, remuneration and duties of receiver) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Deed.
- 12.2 All monies received by the Lender or any Receiver under this Deed shall be applied to the Secured Obligations in such order as the Lender may determine.
- 12.3 The surplus, if any, shall be paid to the Chargor or such other person or persons entitled to it.

13 PROTECTION OF THIRD PARTIES

- 13.1 No person (including a purchaser) dealing with the Lender or a Receiver or its or his agents has an obligation to enquire of the Lender, Receiver or others:
- (a) whether the Secured Obligations have become payable;
 - (b) whether any power purported to be exercised has become exercisable;
 - (c) whether any Secured Obligations or other monies remain outstanding;
 - (d) how any monies paid to the Lender or to the Receiver shall be applied; or
 - (e) the status, propriety or validity of the acts of the Receiver or Lender.
- 13.2 The receipt of the Lender or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Lender or any Receiver.
- 13.3 In clauses 13.1 and 13.2 **purchaser** includes any person acquiring, for money or monies worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Secured Assets or any of them.

14 ADDITIONAL SECURITY

The Security created by or under this Deed is in addition to and is not in any way prejudiced by any guarantee or security now or subsequently held by the Lender.

15 SETTLEMENTS CONDITIONAL

- 15.1 If the Lender (acting reasonably) believes that any amount paid by the Chargor or any other person in respect of the Secured Obligations is capable of being avoided or set aside for any reason, then for the purposes of this Deed, such amount shall not be considered to have been paid.

- 15.2 Any settlement, discharge or release between the Chargor and the Lender shall be conditional upon no Security or payment to or for the Lender by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise.

16 SUBSEQUENT SECURITY

If the Lender receives notice of any other subsequent Security or other interest affecting all or any of the Secured Assets it may open a new account or accounts for the Chargor in its books. If it does not do so then, unless it gives express written notice to the contrary to the Chargor, as from the time of receipt of such notice by the Lender, all payments made by the Chargor to the Lender shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations.

17 SET-OFF

The Lender may set-off any matured obligation due from the Chargor under the Finance Documents (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

18 ASSIGNMENT

The Lender may assign or otherwise transfer all or any part of its rights under this Deed or any Security created by or under it in accordance with the terms of the Finance Documents.

19 RELEASES

Upon the expiry of the Security Period, the Lender shall, at the request and cost of the Chargor, take whatever action is necessary to release and reassign to the Chargor:

- (a) its rights arising under this Deed;
- (b) the Secured Assets from the Security created by and under this Deed,

and return all documents and deeds of title delivered to it under this Deed.

20 CURRENCY CLAUSES

If a payment is made to the Lender under this Deed in a currency (**Payment Currency**) other than the currency in which it is expressed to be payable (**Contractual Currency**), the Lender may convert that payment into the Contractual Currency at the rate at which it (acting reasonably and in good faith) is able to purchase the Contractual Currency with the Payment Currency on or around the date of receipt of the payment and to the extent that the converted amount of the payment falls short of the amount due and payable the Chargor will remain liable for such shortfall.

21 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.

22 GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

23 ENFORCEMENT

- 23.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**).
- 23.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 23.3 This clause 23 is for the benefit of the Lender. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

This Deed has been entered into as a deed on the date given at the beginning of this Deed.

SCHEDULE 1

The Shares

Name and registered number of entity in which shares are held	Number and class of shares
--	-----------------------------------

CPF Two Limited (registered number: 11543971)	75 A ordinary shares of £1 each
---	---------------------------------

SIGNATORIES TO THE DEED

The Chargor

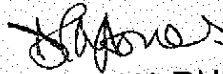
Executed as a deed by)
We are Catalyst Limited acting by a director)
in the presence of) Director



Signature of witness

Name

Address


NATASHA DUFFY-JONES
SOLICITOR
LACEYS SOLICITORS LLP
5 POOLE ROAD
BOURNEMOUTH
BH2 5QL

The Lender

Executed as a deed)
by)
as director)
for and on behalf of **OneSavings Bank plc**)
in the presence of:)

Witness

Signature

Name

Address

SIGNATORIES TO THE DEED

The Chargor

Executed as a deed by)
We are Catalyst Limited acting by a director)
in the presence of) Director

Signature of witness

Name

Address

The Lender

Executed as a deed)
by JENS BECH)
as director)
for and on behalf of OneSavings Bank plc)
in the presence of:)



Witness

Signature



Name

S. ATTREE

Address

85 NEWMAN ST.
LONDON
W1T 3EU