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Please do  
not write in  
this marginPlease complete  
legibly, preferably  
in black type, or  
bold block lettering\* insert full name  
of company**COMPANIES FORM No. 395****Particulars of a mortgage or charge****395****A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.**

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

(Address overleaf - Note 6)



05986176

Name of company

Catalyst Fund Management Limited, (the "**Company**") a company registered at Companies House in England and Wales and whose registered office is at 4 Lombard Street, London EC3V 9HD

Date of creation of the charge

1 May 2009

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

A rent deposit deed dated 1 May 2009 (the "**Deed**") made between (i) King & Spalding International LLP (the "**Landlord**") and (ii) the Company and Catalyst Investment Group Limited (together with the Company, the "**Tenant**").

Amount secured by mortgage or charge

- (a) the whole or any part of the Rents and any other sums reserved by the Lease on the due dates for payment prescribed by the Lease, whether formally demanded or not;
- (b) any failure by the Tenant to observe and perform any tenant covenant contained or referred to in the Lease; and
- (c) any expense, cost, loss, damage or liability arising from the determination of the Lease before the end of the Term whether by forfeiture or the disclaimer of the Lease by any liquidator or trustee in bankruptcy.

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

King & Spalding International LLP whose registered office is at 125 Old Broad Street,  
London

Postcode EC2N 1AR

Presentor's name address and  
reference (if any):Watson, Farley & Williams LLP  
15 Appold Street  
London EC2A 2HB

YIAA1/24573.50002(26275481)

Time critical reference

For official Use  
Mortgage Section

Post room

A63 08/05/2009 125  
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Tenant with full title guarantee charges its interest in the Deposit and such additional sums as may be deposited in the Account pursuant to Clause 6 of the Deed (Top Up of the Deposit) by way of first fixed charge in favour of the Landlord as continuing security for the payment by the Tenant to the Landlord of any Expenses.

**Definitions:**

"**Account**" means a separate interest bearing deposit account at the Bank in the name of the Landlord.

"**Agreement for Lease**" means the agreement for lease dated 27 February 2009 and made between the Landlord and the Tenant.

"**Bank**" means Barclays Bank Plc and its successors and assigns or such other bank or building society with its headquarters in England or Wales as the Landlord may from time to time nominate.

"**Deposit**" meaning the Initial Deposit, subsequent deposit payments made pursuant to clause 2.2 of the Deed (so that on the date one year from the date on which the Lease was to be granted pursuant to the Agreement for Lease the Deposit will be in aggregate £159,000 plus VAT) and any other sums from time to time standing to the credit of the Account.

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Particulars as to commission allowance or discount (note 3)

None

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.  
(See Note 6)

Signed

*Walter, Karley J Williams LLP*

Date *5* May 2009

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

†delete as appropriate

**Notes**

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

5 Cheques and postal orders are to be made payable to **Companies House**

6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ, DX: 33050 Cardiff

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binding margin

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)  
**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

Company number  
05986176

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

\* delete if  
inappropriate

**Name of company**

Catalyst Fund Management Limited, (the "Company") a company registered at Companies House in  
England and Wales and whose registered office is at 4 Lombard Street, London EC3V 9HD  
**Limited**

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

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binding margin

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in black type, or  
bold black  
lettering

**"Lease"** means the lease of the Property dated 1 May 2009 and made between (i) the Landlord and (ii) the Tenant and including all documents supplemental or collateral to that lease except the Deed.

**"Property"** means Part Level 23, 125 Old Broad Street, London EC2 as more particularly described in and demised by the Lease.

**"Rents"** means any sums reserved as rent under the Lease.

**"Term"** means the term of years referred to in the Lease.

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please do not write  
in this binding  
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block lettering

**"Expenses"** any expenses, costs, losses, damages or other liabilities arising from (or which it is reasonably foreseeable that the Landlord will have to incur as a result of) the forfeiture or disclaimer of the Lease including (but not limited to) the following costs:

- (a) the reasonable costs and expenses payable to legal advisers, surveyors and accountants for advice in connection with such forfeiture or disclaimer;
- (b) the reasonable costs and expenses for marketing the Property for reletting purposes;
- (c) mesne profits from the date of forfeiture or disclaimer until the date of possession by the Landlord;
- (d) a sum of rent at annual rate equal to the amount payable by the Tenant under the Lease immediately before the date of forfeiture or disclaimer, in respect of the period beginning on the date that possession is obtained until the earlier of the date on which the Property is relet and the expiry of six months;
- (e) the reasonable fees and expenses payable to any agents or surveyors in connection with the reletting or attempted reletting of the Property; and
- (f) the reasonable costs and expenses payable to legal advisers in connection with the reletting of the Property.

**"Initial Deposit"** means the sum of sixty nine thousand pounds (£69,000) plus VAT at the applicable rate.



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

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

**COMPANY NO. 5986176  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A RENT DEPOSIT DEED DATED 1  
MAY 2009 AND CREATED BY CATALYST FUND MANAGEMENT  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO KING & SPALDING  
INTERNATIONAL LLP UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 8 MAY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 MAY 2009

p/b 10



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES