



Registration of a Charge

Company name: **COLONIAL CAPITAL GROUP PLC**

Company number: **08874920**



X31NAAVM

Received for Electronic Filing: **13/02/2014**

Details of Charge

Date of creation: **10/02/2014**

Charge code: **0887 4920 0001**

Persons entitled: **BLACKSTAR WEALTH MANAGEMENT A LIMITED (06890397) OF 17 WREN COURT, LOWER QUEEN STREET, SUTTON COLDFIELD, WEST MIDLANDS B72 1RT**

Brief description: **ALL ASSETS, PROPERTY AND UNDERTAKING FOR THE TIME BEING SUBJECT TO ANY SECURITY CREATED BY THIS DEED.**

Contains fixed charge(s).

Notification of addition to or amendment of charge.

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:

DAVENPORT LYONS



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8874920

Charge code: 0887 4920 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th February 2014 and created by COLONIAL CAPITAL GROUP PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th February 2014 .

Given at Companies House, Cardiff on 14th February 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

10 February 2014

**CHARGE OF SHARES IN
COLONIAL CAPITAL PROPERTIES LLC**

between

**COLONIAL CAPITAL GROUP PLC
(AS CHARGOR)**

and

**BLACKSTAR WEALTH MANAGEMENT A LTD
(AS SECURITY TRUSTEE)**

CONTENTS

CLAUSE

1. Definitions and interpretation	1
2. Covenant to pay	4
3. Grant of security	4
4. Deposit of title documents	4
5. Protection of security	6
6. Liability of the Company	7
7. Representations and warranties	7
8. Company covenants	7
9. Rights of the Security Trustee	7
10. Powers of the Security Trustee	9
11. Enforcement	11
12. Costs and indemnity	12
13. Release	13
14. Assignment and transfer	13
15. Set-off	13
16. Amendments, waivers and consents	14
17. Severance	14
18. Counterparts	15
19. Third party rights	15
20. Further provisions	15
21. Notices	17
22. Governing law and jurisdiction	18

SCHEDULE

SCHEDULE 1	REPRESENTATIONS AND WARRANTIES	19
1.	Ownership of Secured Assets	19
2.	Fully paid	19
3.	No conflicting rights or breach	19
4.	Enforceable security	19
5.	Avoidance of security	19
SCHEDULE 2	COVENANTS	20
1.	Negative pledge and disposal restrictions	20
2.	Additional registration obligations	20
3.	No alteration of rights and liabilities	20
4.	Preservation of Secured Assets	20
5.	Investment information	21
6.	No adverse actions or variations	21
SCHEDULE 3	ENFORCEMENT	22
1.	Power of sale	22

2.	Protection of third parties	22
3.	Appropriation	22
4.	Suspense account.....	22
5.	Statutory protection	22

THIS DEED is dated 10 February 2014

PARTIES

- (1) **COLONIAL CAPITAL GROUP PLC** incorporated and registered in England and Wales with company number 8874920 whose registered office is at Suite 14, The Aquarium, 101 Lower Anchor Street, Chelmsford, Essex CM2 0AU (the **Company**).
- (2) **BLACKSTAR WEALTH MANAGEMENT A LIMITED** incorporated and registered in England and Wales with company number 06890397 whose registered office is at 17 Wrens Court, Lower Queen Street, Sutton Coldfield, West Midlands B721RT (the **Security Trustee**).

BACKGROUND

- (A) The Company has executed the Bond Instrument constituting up to £100,000,000 of Bonds.
- (B) The Bonds issued under the Bond Instrument are to be secured by a first fixed charge over the shares in CCP LLC on and pursuant to the terms hereof.
- (C) The Security Trustee has agreed to act as security trustee for and on behalf of the Bondholders on and subject to the terms of the Security Trust Deed and the terms hereof.
- (D) The security granted hereunder is being granted to the Security Trustee for itself and on behalf of each of the Bondholders from time to time.
- (E) It is intended that this document take effect as a deed notwithstanding the fact that a party may only execute this document under hand.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this deed:

Attorney: an attorney of the Company appointed under clause 4.4.

Bond: any bond issued by the Company and constituted by the Bond Instrument.

Bondholder: a holder of one or more Bonds.

Bond Instrument: the bond instrument dated on or about the date hereof executed by the Company and constituting up to £100,000,000 of fixed rate secured bonds subject to the terms set out therein.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London, England and Chicago, USA are open for business.

CCP LLC: Colonial Capital Properties LLC, incorporated in Illinois on 5th February 2014 under the Illinois Limited Liability Company Act as a Limited Liability Company with Secretary of State file number 04704479.

Event of Default: has the meaning given to that expression in the Bond Instrument.

Financial Collateral: has the meaning given to that expression in the Financial Collateral Regulations.

Financial Collateral Regulations: the Financial Collateral Arrangements (No 2) Regulations 2003 (*SI 2003/3226*).

Investments: the shares owned by the Company, and all other certificated shares and securities from time to time legally and beneficially owned by the Company or in which the Company has an interest issued by CCP LLC.

Related Rights: any:

- (a) dividend, interest or other distribution paid or payable in relation to any of the Investments; and
- (b) right, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.

Secured Assets: all the assets, property and undertaking for the time being subject to any Security created by this deed.

Secured Liabilities: all present and future monies, obligations and liabilities owed by the Company to any Secured Party under or in respect of:

- (a) any Bond or the Bond Instrument;
- (b) the Security Trust Deed; and/or
- (c) the terms hereof,

in each case, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity whatsoever, together with all interest accruing on such monies and liabilities.

Secured Parties: collectively the Security Trustee and each Bondholders.

Security: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Security Financial Collateral Arrangement: has the meaning given to that expression in the Financial Collateral Regulations.

Security Period: the period starting on the date of this deed and ending on the date on which the Security Trustee, is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

Security Trust Deed: the security trust deed, dated on or about the date hereof, entered into between the Company, the Security Trustee and each Bondholder.

Warranties: the representations and warranties set out in Schedule 1.

1.2 Interpretation

In this deed:

- (a) clause and Schedule headings shall not affect the interpretation of this deed;
- (b) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees;
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (e) a reference to a party shall include that party's successors, permitted assigns and permitted transferees;
- (f) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (g) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (h) a reference to **writing** or **written** includes fax and e-mail;
- (i) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (j) a reference to **this deed** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;
- (k) unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this deed;
- (l) any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (m) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly);

- (n) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (o) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- (p) a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- (q) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it;
- (r) a reference to an **investment** includes stocks, shares, loan capital, securities, bonds, warrants or any other investment; and
- (s) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3 **Trust**

- (a) All Security and dispositions made or created, and all obligations and undertakings contained, in this deed to, in favour of or for the benefit of the Security Trustee are given in favour of the Security Trustee as trustee for the Secured Parties from time to time on the terms set out in the Security Trust Deed.
- (b) The Security Trustee holds the benefit of this deed on trust for the Secured Parties.

2. **COVENANT TO PAY**

The Company shall on demand pay to the Security Trustee and discharge the Secured Liabilities when they become due.

3. **GRANT OF SECURITY**

As continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee charges to the Security Trustee, by way of first fixed charge, the Investments and all Related Rights.

4. **DEPOSIT OF TITLE DOCUMENTS**

4.1 **Deposit**

The Company shall:

- (a) terminate with immediate effect all nominations it may have made under sections 145 and 146 of the Companies Act 2006 in respect of any Secured Assets and, pending such termination, procure that any person so nominated:
 - (i) does not exercise any rights in respect of any Secured Assets without the prior written approval of the Security Trustee; and
 - (ii) immediately on receipt, forward to the Security Trustee all communications or other information received in respect of any Secured Assets for which it has been so nominated;
- (b) on the execution of this deed, deposit with the Security Trustee all stock or share certificates or other documents of title to or representing the Secured Assets owned by the Company at that time;
- (c) on the purchase or acquisition by it of Secured Assets after the date of this deed, deposit with the Security Trustee all stock or share certificates or other documents of title to, or representing, such Secured Assets; and
- (d) on the accrual, offer, issue or receipt of any Related Rights, deliver or pay or procure the delivery or payment to the Security Trustee of all such Related Rights, and deposit with the Security Trustee the stock or share certificates or other documents of title to or representing such Related Rights,

together with such executed blank transfers or assignments as the Security Trustee may require so that the Security Trustee may at any time after this deed has become enforceable without notice present them for registration.

4.2 No nominations

The Company shall not, during the Security Period, exercise any rights to nominate any person (other than the Security Trustee) to enjoy or exercise any rights relating to any of the Secured Assets.

4.3 Further assurance

The Company shall, at the direction of the Security Trustee given at any time, forthwith execute and deliver to the Security Trustee all transfers and other documents and do all such things as may be necessary or desirable:

- (a) to register all or any of the Secured Assets in the name of the Security Trustee or its nominee;
- (b) for creating, registering, perfecting, maintaining or protecting the security created by this deed;
- (c) for creating a fixed charge over any of the Secured Assets; or

- (d) to facilitate the realisation of all or any of the Secured Assets after this deed has become enforceable, or the exercise of any right, power or discretion vested in the Security Trustee or the Attorney in relation to any Secured Assets or this deed.

4.4 **Power of attorney**

By way of security the Company irrevocably appoints the Security Trustee to be the attorney (**Attorney**) of the Company and in its name and on its behalf and as its act and deed:

- (a) to execute any documents and do any acts and things which the Company is required to execute and do under this deed, including execute any document required by the Security Trustee under clause 4; and
- (b) to execute any documents, and do any acts and things which the Attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this deed or by law on the Security Trustee.

4.5 **Ratification of Attorney's acts**

By this deed the Company ratifies and confirms, and agrees to ratify and confirm, anything which the Attorney may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this clause 4.

5. **PROTECTION OF SECURITY**

5.1 **Payment of calls**

Notwithstanding the security created by this deed, the Company shall promptly pay all calls, instalments and other payments due on any of the Secured Assets, failing which the Security Trustee may, at its discretion but without obligation, make such payments on behalf of the Company.

5.2 **Payments by Security Trustee**

Any sum paid by the Security Trustee on behalf of the Company under clause 5.1:

- (a) shall be reimbursed by the Company on demand by the Security Trustee on a full indemnity basis;
- (b) is, pending reimbursement, secured by this deed and may be debited to any account of the Company as the Security Trustee deems fit; and
- (c) shall bear interest accruing daily in arrear from the date of its payment at the default rate of interest specified in the Bond Instrument.

6. LIABILITY OF THE COMPANY

6.1 Liability not discharged

The liability of the Company under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any Security, guarantee, indemnity, remedy or other right held by or available to the Security Trustee being or becoming wholly or partially illegal, void or unenforceable on any ground;
- (b) the Security Trustee renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission which but for this provision might have discharged or otherwise prejudiced or affected the liability of the Company.

6.2 Immediate recourse

The Company waives any right it may have of requiring the Security Trustee to:

- (a) enforce any security or other right; or
- (b) claim any payment from or otherwise proceed against any other person;

before enforcing this deed against the Company.

7. REPRESENTATIONS AND WARRANTIES

The Warranties are made by the Company on the date of this deed, and shall be deemed to be repeated on each day of the Security Period with reference to the facts and circumstances then existing.

8. COMPANY COVENANTS

The Company covenants with the Security Trustee (for and on behalf of the Secured Parties) during the Security Period in the terms set out in Schedule 2.

9. RIGHTS OF THE SECURITY TRUSTEE

9.1 Post-enforcement rights

After the security constituted by this deed has become enforceable:

- (a) all dividends, interest and other distributions paid in respect of the Secured Assets and received by or on behalf of the Company shall be held on trust

for the Security Trustee and immediately paid into an account designated by the Security Trustee or, if received by the Security Trustee, may be applied by the Security Trustee as though they were the proceeds of sale; and

- (b) all voting and other rights and powers attaching to the Secured Assets that may be exercised by a person in whose name the Secured Assets are registered shall be exercised by, or at the direction of, the Security Trustee, and the Company shall, and shall procure that its nominees shall, comply with any directions the Security Trustee may, in its absolute discretion, give concerning the exercise of those rights and powers.

9.2 Protection of interests

The powers conferred on the Security Trustee by this deed are solely to protect its interests in the Secured Assets and shall not impose any duty on the Security Trustee to exercise any of those powers.

9.3 No duties

The Security Trustee shall not, in respect of any of the Secured Assets, have any duty or incur any liability for:

- (a) ascertaining or taking action in respect of any calls, instalments, conversions, exchanges, maturities, tenders or other matters relating to any Secured Assets or the nature or sufficiency of any payment whether or not the Security Trustee has or is deemed to have knowledge of such matters; or
- (b) taking any necessary steps to preserve rights against prior parties or any other rights relating to any of the Secured Assets.

9.4 Exclusion of liability

The Security Trustee shall not be liable to account as a mortgagee in possession in respect of the Secured Assets, and shall not be liable in connection with the Secured Assets for:

- (a) any loss on realisation;
- (b) any failure to present any interest coupon or any bond or stock drawn for repayment;
- (c) any failure to pay any call or instalment;
- (d) the acceptance of any offer or the notification of the Company of any such offer;
- (e) any failure to ensure that the correct amounts are paid or received in respect of the Secured Assets;
- (f) any negligence or default by its nominees; or

- (g) any other loss of any nature whatsoever.

10. POWERS OF THE SECURITY TRUSTEE

10.1 Power to remedy

The Security Trustee shall be entitled (but shall not be bound) to remedy a breach at any time by the Company of any of its obligations contained in this deed, and the Company irrevocably authorises the Security Trustee and its agents to do all such things as are necessary or desirable for that purpose.

10.2 Exercise of rights

The rights of the Security Trustee under clause 10.1 are without prejudice to any other rights of the Security Trustee under this deed and the exercise of those rights shall not make the Security Trustee liable to account as a mortgagee in possession.

10.3 Prior Security

At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security having priority to this deed shall have become exercisable, the Security Trustee may:

- (a) redeem such or any other prior Security, or procure its transfer to itself; and
- (b) settle and pass any account of the holder of any prior Security.

Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Company. All monies paid by the Security Trustee to an encumbrancer in settlement of such an account shall, as from its payment by the Security Trustee, be due from the Company to the Security Trustee on current account and shall bear interest at the default rate of interest specified in the Bond Instrument and be secured as part of the Secured Liabilities.

10.4 Currency conversion

For the purpose of, or pending the discharge of, any of the Secured Liabilities the Security Trustee may convert any monies received, recovered or realised by the Security Trustee under this deed (including the proceeds of any previous conversion under this clause) from their existing currencies of denomination into such other currencies of denomination as the Security Trustee may think fit. Any such conversion shall be effected at Barclays Bank PLC's then prevailing spot selling rate of exchange for such other currency against the existing currency. Each reference in this clause to a currency extends to funds of that currency and, for the avoidance of

doubt, funds of one currency may be converted into different funds of the same currency.

10.5 New accounts

- (a) If the Security Trustee receives, or is deemed to have received, notice of any Security or other interest affecting all or part of the Secured Assets, the Security Trustee may open a new account or accounts for the Company in the Security Trustee's books and (without prejudice to the Security Trustee's right to combine accounts) no money paid to the credit of the Company in any such new account will be appropriated towards or have the effect of discharging any part of the Secured Liabilities.
- (b) If the Security Trustee does not open a new account or accounts immediately on receipt of notice, or deemed notice, referred to in clause 10.5(a), then, unless the Security Trustee gives express written notice to the contrary to the Company, all payments made by the Company to the Security Trustee shall be treated as having been credited to a new account of the Company and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Security Trustee.

10.6 Security Trustee's set-off rights

If the Security Trustee has more than one account for the Company in its books, the Security Trustee may at any time after:

- (a) the security constituted by this deed has become enforceable; or
- (b) the Security Trustee has received notice of any Security or other interest affecting all or any part of the Secured Assets,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account which may be in debit, but the Security Trustee shall notify the Company of the transfer once made.

10.7 Indulgence

The Security Trustee may at its discretion grant time or other indulgence, or make any other arrangement, variation or release with any person or persons not being a party to this deed (whether or not such person or persons are jointly liable with the Company) in respect of any of the Secured Liabilities or of any other Security for them without prejudice either to this deed or to the liability of the Company for the Secured Liabilities.

11. ENFORCEMENT

11.1 Enforcement events

The security constituted by this deed shall be enforceable if any Event of Default has occurred and is continuing. Following the occurrence of an Event of Default that is continuing the Security Trustee or any nominee of the Security Trustee may without further notice, without regard to the restrictions contained in section 103 of the Law of Property Act 1925 and without prejudice to any of Security Trustee's other rights, immediately exercise all the powers conferred on mortgagees by the Law of Property Act 1925 as varied or extended by this deed without any restrictions. The parties to this deed agree that the provisions of Schedule 3 shall apply to this deed and shall be binding between them.

11.2 Power of sale

At any time after the security constituted by this deed has become enforceable, the Security Trustee and any nominee of the Security Trustee may (without prejudice to any other right which the Security Trustee may have), without further notice to the Company, exercise the power to sell or otherwise dispose of the whole or any part of the Secured Assets.

11.3 Terms of sale

Any sale or disposal under clause 11.2 may be made in such manner, on such terms and for such consideration (whether payable immediately or by instalments) as the Security Trustee shall in its absolute discretion think fit and without liability for loss.

11.4 Cash

The Security Trustee may (without prejudice to any right which it may have under any other provision of this deed) treat any part of the Secured Assets consisting of money as if it were the proceeds of a sale or other disposal under clause 11.2.

11.5 Application of proceeds

The Security Trustee shall apply the proceeds of a sale or other disposal under clause 11.2 (without prejudice to the right of the Security Trustee to recover any shortfall from the Company) in or towards the satisfaction of the Secured Liabilities in such order as the Security Trustee in its absolute discretion may from time to time determine subject to the Security Trustee's rights under paragraph 4 of Schedule 3.

11.6 Right of appropriation

- (a) To the extent that the Secured Assets constitutes Financial Collateral and this deed and the obligations of the Company hereunder constitute a Security Financial Collateral Arrangement, the Security Trustee shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of the Secured Assets in or towards the payment and/or discharge of the Secured Liabilities in such order as the Security Trustee in its absolute discretion may from time to time determine.
- (b) The value of any Secured Asset appropriated in accordance with this clause shall be the price of that Secured Asset at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Security Trustee may select (including independent valuation).
- (c) The Company agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

12. COSTS AND INDEMNITY

12.1 Costs

The Company shall, promptly on demand, pay to, or reimburse, the Security Trustee, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Security Trustee in connection with:

- (a) this deed or the Secured Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Security Trustee's rights under this deed; or
- (c) taking proceedings for, or recovering any of, the Secured Liabilities,

(without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of the Company) at the rate and in the manner specified in the Bond Instrument.

12.2 Indemnity

The Company shall indemnify the Security Trustee, each Bondholder and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Secured Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or
- (c) any default or delay by the Company in performing any of its obligations under this deed.

Any past or present employee or agent may enforce the terms of this clause 12.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

13. RELEASE

Subject to clause 20.3, on the expiry of the Security Period (but not otherwise) the Security Trustee shall, at the request and cost of the Company, take whatever action is necessary to release the Secured Assets from the security constituted by this deed.

14. ASSIGNMENT AND TRANSFER

14.1 Assignment by the Security Trustee

- (a) At any time, without the consent of the Company, the Security Trustee may assign or transfer any or all of its rights and obligations under this deed.
- (b) The Security Trustee may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Company, the Secured Assets and this deed that the Security Trustee considers appropriate.

14.2 Assignment by the Company

The Company may not assign any of its rights or transfer any of its rights or obligations under this deed.

15. SET-OFF

15.1 Security Trustee's right of set-off

The Security Trustee may at any time set off any liability of the Company to the Security Trustee against any liability of the Security Trustee to the Company, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. If the liabilities to be set off are expressed in different currencies, the Security Trustee may convert either liability at a market rate

of exchange for the purpose of set-off. Any exercise by the Security Trustee of its rights under this clause 15 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

15.2 No obligation to set off

The Security Trustee is not obliged to exercise its rights under clause 15.1. If, however, it does exercise those rights it must promptly notify the Company of the set-off that has been made.

16. AMENDMENTS, WAIVERS AND CONSENTS

16.1 Amendments

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

16.2 Waivers and consents

- (a) A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- (b) A failure or delay by a party to exercise any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Security Trustee shall be effective unless it is in writing.

16.3 Rights and remedies

The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

17. SEVERANCE

17.1 Severance

If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

18. COUNTERPARTS

18.1 Counterparts

- (a) This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.
- (b) Transmission of an executed counterpart of this deed (but for the avoidance of doubt not just a signature page) by fax or e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- (c) No counterpart shall be effective until each party has executed and delivered at least one counterpart.

19. THIRD PARTY RIGHTS

19.1 Third party rights

- (a) Except as expressly provided in clause 12.2 or elsewhere in this deed, a person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- (b) The rights of the parties to rescind or agree any amendment or waiver under this deed are not subject to the consent of any other person.

20. FURTHER PROVISIONS

20.1 Independent security

This deed shall be in addition to, and independent of, every other Security or guarantee which the Security Trustee may at any time hold for any of the Secured Liabilities, and no prior Security held by the Security Trustee over the whole or any part of the Secured Assets shall merge in the security created by this deed.

20.2 Continuing security

This deed shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or other matter or thing whatsoever, unless and until the Security Trustee discharges this deed in writing.

20.3 Discharge conditional

Any release, discharge or settlement between the Company and the Security Trustee shall be deemed conditional on no payment or security received by the Security Trustee in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any provision of any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise and, notwithstanding any such release, discharge or settlement:

- (a) the Security Trustee or its nominee shall be at liberty to retain this deed and the security created by this deed, including all certificates and documents relating to the whole or any part of the Secured Assets, for such period as the Security Trustee shall deem necessary to provide the Security Trustee with security against any such avoidance, reduction or order for refund; and
- (b) the Security Trustee shall be entitled to recover the value or amount of such security or payment from the Company subsequently as if such release, discharge or settlement had not occurred.

20.4 Certificates

A certificate or determination by the Security Trustee as to any amount for the time being due to it from the Company shall (in the absence of any manifest error) be conclusive evidence of the amount due.

20.5 Consolidation

The restriction on the right of consolidating mortgages contained in section 93 of the Law of Property Act 1925 shall not apply to this deed.

20.6 Perpetuity period

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

21. NOTICES

21.1 Delivery

Any notice or other communication required to be given to a party under or in connection with this deed shall be:

- (a) in writing;
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by email; and
- (c) sent to:

- (i) the Company at:

Suite 14,
The Aquarium
101 Lower Anchor Street
Chelmsford
Essex CM2 0AU

email: kevin.neil@colonialcapital.co.uk

Attention: Kevin Neil

- (ii) the Security Trustee at:

17 Wrens Court
Lower Queen Street
Sutton Coldfield
West Midlands B72 1RT

email: craigh@blackstar.eu.com

Attention: Craig Humphries

or to such other address or fax number as is notified in writing by one party to the other from time to time.

21.2 Receipt by Company

Any notice or other communication that the Security Trustee gives to the Company shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address;
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- (c) if sent by email, when sent

A notice or other communication given as described in clause 21.2(a) or clause 21.2(b) on a day which is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

21.3 Receipt by Security Trustee

Any notice or other communication given to the Security Trustee shall be deemed to have been received only on actual receipt.

21.4 Service of proceedings

This clause 21 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22. GOVERNING LAW AND JURISDICTION

22.1 Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

22.2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Security Trustee to take proceedings against the Company in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

22.3 Other service

The Company irrevocably consents to any process in any legal action or proceedings being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

Schedule 1 Representations and warranties

1. OWNERSHIP OF SECURED ASSETS

The Company is the sole legal and beneficial owner and registered holder of all the Secured Assets free from any Security other than any Security created by this deed.

2. FULLY PAID

The Secured Assets are fully paid up and there are no monies or liabilities outstanding in respect of any of the Secured Assets.

3. NO CONFLICTING RIGHTS OR BREACH

This deed does not and will not conflict with or result in any breach or constitute a default under any agreement, instrument or obligation to which the Company is a party or by which it is bound.

4. ENFORCEABLE SECURITY

This deed constitutes and will continue to constitute the legal valid binding and enforceable obligations of the Company, and is and will continue to be effective security over all and every part of the Secured Assets in accordance with its terms.

5. AVOIDANCE OF SECURITY

No Security expressed to be created by this deed is liable to be avoided or otherwise set aside on the liquidation or administration of the Company or otherwise.

Schedule 2 Covenants

1. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Company shall not at any time, except with the prior written consent of the Security Trustee:

- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Secured Assets other than any Security created by this deed;
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Secured Assets; or
- (c) create or grant (or purport to create or grant) any interest in any Secured Assets in favour of a third party.

2. ADDITIONAL REGISTRATION OBLIGATIONS

The Company grants and agrees to:

- (a) procure as necessary, all consents, waivers, approvals and permissions which are necessary, under the constitutional documents (or otherwise) of CCP LLC, for the transfer of the Secured Assets to the Security Trustee or its nominee or to a purchaser upon enforcement of this deed; and
- (b) procure the amendment of the share transfer provisions of the constitutional documents or otherwise of CCP LLC in such manner as the Security Trustee may require in order to permit such a transfer.

3. NO ALTERATION OF RIGHTS AND LIABILITIES

The Company shall not, without the prior written consent of the Security Trustee, amend, or agree to the amendment of, the constitutional documents of CCP LLC or the rights or liabilities attaching to any of the Secured Assets.

4. PRESERVATION OF SECURED ASSETS

The Company shall ensure that CCP LLC does not:

- (a) consolidate or subdivide any of its stock or shares or reduce or reorganise its share capital in any way;
- (b) issue any new shares or stock; or
- (c) refuse to register any transfer of any of its shares which may be lodged for registration by or on behalf of the Security Trustee or the Company in accordance with this deed.

5. INVESTMENT INFORMATION

The Company shall, and shall procure that each of its nominees shall, promptly following receipt, send to the Security Trustee copies of all notices, circulars, reports, accounts and other documents relating to any Secured Assets, which are received by the Company or any of its nominees (as the case may be).

6. NO ADVERSE ACTIONS OR VARIATIONS

The Company shall not cause or permit to be done anything which may adversely affect the security created by this deed or which is a variation or abrogation of the rights attaching to or conferred on all or any part of the Secured Assets by this deed, without the prior written consent of the Security Trustee.

Schedule 3 Enforcement

1. POWER OF SALE

Notwithstanding that as between the Security Trustee and a purchaser from the Security Trustee, the power of sale arises on and is exercisable at any time after the execution of this deed, the Security Trustee shall not exercise that power of sale until an Event of Default has occurred.

2. PROTECTION OF THIRD PARTIES

No purchaser, mortgagee or other person dealing with the Security Trustee or its nominee shall be concerned to:

- (a) enquire whether any of the Secured Liabilities have become due or payable or remain unpaid or not discharged, or whether the power the Security Trustee is purporting to exercise has become exercisable; or
- (b) see to the application of any money paid to the Security Trustee or its nominee.

3. APPROPRIATION

Neither the Security Trustee nor any nominee of the Security Trustee shall be bound (whether by virtue of section 109(8) of the Law of Property Act 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities.

4. SUSPENSE ACCOUNT

All monies received by the Security Trustee under this deed may, at the discretion of the Security Trustee, be credited to any suspense or securities realised account and shall bear interest at such rate, if any, as may be agreed in writing between the Security Trustee and the Company and may be held in such account for so long as the Security Trustee thinks fit.

5. STATUTORY PROTECTION

All the protection to purchasers contained in sections 104 and 107 of the Law of Property Act 1925, section 42(3) of the Insolvency Act 1986 or in any other appropriate legislation shall apply to any person purchasing from the Security Trustee or any nominee of the Security Trustee as a result of the Security Trustee exercising or purporting to exercise its power of sale under this deed.


This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.


Executed as a deed by **COLONIAL
CAPITAL GROUP PLC** acting by
KEVIN NEIL, a director and PETER
SHUTTLEWORTH, a director

.....
Kevin Neil
Director

.....
Peter Shuttleworth
Director

Executed as a deed by **BLACKSTAR
WEALTH MANAGEMENT A LTD**
acting by CRAIG HUMPHRIES, a
director, in the presence of:

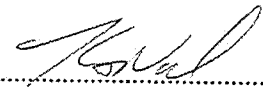

.....
Director



.....
Signature of witness

Name: **MEETA PATEL**
Address: **37 PARKDALE CLOSE, BIRMINGHAM, B24 8J4**
Occupation: **ADMINISTRATOR**

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by **COLONIAL
CAPITAL GROUP PLC** acting by
KEVIN NEIL, a director and PETER
SHUTTLEWORTH, a director


.....
Kevin Neil
Director


.....
Peter Shuttleworth
Director

Executed as a deed by **BLACKSTAR
WEALTH MANAGEMENT A LTD**
acting by CRAIG HUMPHRIES, a
director, in the presence of:

.....
Director

.....
Signature of witness

Name:

Address:

Occupation: