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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

010499/40

CHFP025

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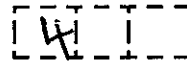
Please complete legibly, preferably in black type, or bold block lettering

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



5134924

Name of company

* Chester Developments Limited (the "Obligor")

*insert full name of Company

Date of creation of the charge

✓ 15th October 2004

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

✓ Security Interest Agreement (the "Security Interest Agreement")

Amount secured by the mortgage or charge

T The Obligor's obligations under the Bachmann SPA (the "Secured Obligations")

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

T Bachmann Alpha Limited (CRN: OVERSEAS) and Bachmann Beta Limited (CRN: OVERSEAS) whose registered office is at PO Box 112, FrancesHouse, Sir William Place, St Peter Port, Guernsey (the "Creditor")

Postcode GY1 4HQ

Presenter's name address and reference (if any):

Halliwells LLP
St. James's Court
Brown Street
Manchester
M2 2JF (Ref: JB/Pearl Holdings)

Time critical reference

For official Use
Mortgage Section

Post room



A07
COMPANIES HOUSE

0745
29/10/04

Short particulars of all the property mortgaged or charged

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

- 1.1 In consideration of the Creditor entering into the Bachmann SPA (or for other sufficient consideration) the Obligor:-
- 1.1.1 will immediately upon execution of the Security Interest Agreement deposit with the Creditor all certificates of title relating to the Collateral together with an executed but undated instrument of transfer in respect of the Collateral duly completed and signed by the Obligor (but with the consideration and the name of the transferee left blank), and such other documents (all in such form as the Creditor shall reasonably require) as the Creditor may reasonably require to enable the Creditor to vest the same in the Creditor or its nominees or any purchaser to the intent that the Creditor may at any time after the Enforceability Date present them for registration and ensure that any transfer is approved and effected by Sky Properties Limited;
- 1.1.2 agree that all certificates of title relating to the Collateral in the possession of the Creditor and held to the order of the Obligor at any time shall be held by the Creditor subject to the terms of the Security Interest Agreement;
- 1.1.3 to the fullest extent permitted by the Law, as a continuing security for the due and punctual payment and discharge by the Obligor of the Secured Obligations, thereby creates a first security interest pursuant to the Law in favour of the Creditor in all its right, title and interest in the Collateral;

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Hallwells LLP

Date

27 October 2004

On behalf of ~~company~~ ~~mortgagee~~ ~~chargee~~ †

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† 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 CF14 3UZ

Particulars of a mortgage or charge (continued)

CHFP025

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

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

Company Number

5134924

Name of Company

Chester Developments Limited (the "Obligor")

Limited*

* delete if
inappropriate

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

Please complete
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bold block lettering

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

Please complete
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1.1.4 agrees that any Derivative Assets shall without further notice or agreement become subject to the Security Interest Agreement and the Obligor undertakes upon receipt of any Derivative Assets to deliver to the Creditor or to procure the delivery to the Creditor of all such Derivative Assets or documents of title to or representing them together with such duly executed transfers or assignments in favour of the Creditor or its nominees as the Creditor may reasonably require to perfect title to all or any of the Derivative Assets;

1.1.5 agrees to amend the Schedule to the Security Interest Agreement to make reference to any new shares issued to it/or its nominee with the Creditor all certificates of title and declarations of trust (if any) relating thereto together with executed but undated instruments of transfer in respect thereof duly completed by the Obligor or the Obligor's nominee as appropriate promptly following the issue of such shares; and

1.1.6 agrees to forward to the Creditor on its request copies of all material notices, reports and accounts received by the Obligor in respect of the Collateral promptly upon receipt thereof.

PROVIDED THAT upon satisfaction in full of the Secured Obligations and provided further that the Creditor is under no further commitment, obligation or liability to the Obligor, (whether actual or contingent) in respect of the Secured Obligations, the Creditor shall discharge the security interest granted by the Security Interest Agreement in respect of the Collateral (or so much thereof as remains after determination of the Obligor's obligations).

During the continuance of the security:-

2.1 except with the prior written consent of the Creditor, the Obligor shall not be entitled to sell, assign, transfer, redeem, grant any option over, lend or otherwise dispose of or create any form of Encumbrance or enter into any legally binding commitment to assign, transfer, redeem, grant any option over, lend or otherwise dispose of or create any form of Encumbrance in all or any part of its rights, title or interests in or to the Collateral;

2.2 except with the prior written consent of the Creditor, the Obligor shall not and shall procure that there shall not be or occur any dilution of the Collateral or of the issued share capital of Sky Properties Limited in any manner, including but not limited to, an amendment, modification or alteration of the Shares or the rights associated with the Shares or an increase in the authorised and/or issued share capital of Sky Properties Limited;

2.3 The Obligor shall not be entitled to withdraw or otherwise take any delivery of the Collateral or any part thereof at any time without the prior written consent of the Creditor (such consent not to be unreasonably withheld); and

2.4 The Obligor shall not do or cause or permit to be done anything which would reasonably in any way depreciate, jeopardise, or otherwise prejudice the value to the Creditor of the security created by the Security Interest Agreement.

Particulars of a mortgage or charge (continued)

CHFP025

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

Please complete
legibly, preferably
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Company Number

5134924

Name of Company

Chester Developments Limited (the "Obligor")

Limited*

* delete if
inappropriate

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

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

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The Obligor shall at its own expense take all such action as the Creditor may reasonably require:-

- 3.1 to perfect, protect and maintain the security intended to be conferred on the Creditor by or pursuant to the Security Interest Agreement; and
- 3.2 to make all such filings and registrations and to take all such other steps as may be necessary in connection with the creation, perfection, protection or maintenance of any security which it may, or may be required to, create in connection with the Security Interest Agreement

"Bachmann SPA" means an agreement for the Sale and Purchase of the entire issued share capital of Sky Properties Limited dated 11th October 2004

"Collateral" means the Secured Property and the Derivative Assets and any other property at any time subject to the security interest created by the Security Interest Agreement provided always that it is expressly noted that the terms "Collateral", "Secured Property" and "Derivative Assets" do not include distributions and dividends in respect of the Shares

"Derivative Assets" means all stocks, shares, warrants, securities or property for the time being and from time to time representing the Secured Property or acquired in respect thereof and all additions and increments to the same whether by way of rights or bonus issue, capitalisation of reserves, substitution, conversion, subdivision, consolidation exchange, preference, pre-emption, option, redemption, warrant or otherwise.

"Encumbrance" means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, right of set-off, trust, assignment by way of security, reservation of title or any other security interest whatsoever, howsoever created or arising or any other agreement or arrangement (including, without limitation, a sale and repurchase arrangement) having the commercial effect of conferring security and any agreement to enter into, create or establish any of the foregoing.

"Enforceability Date" means the date on which the occurrence of an Event of Default has resulted in the Creditor exercising its rights under Clause 12.1 of the Facility Letter pursuant to which the Creditor declares that all or any of the rights of the Creditor are enforceable and that the Creditor is enforcing the security created by the Security Interest Agreement.

"Event of Default" means each of the events of default specified in clause 8 of the Security Interest Agreement

"Secured Property" means the property and all rights, title and interest of the Obligor in and to the Shares from time to time held by the Obligor

"Shares" means the number of shares in the capital of Sky Properties Limited held by the Obligor as set out in the Schedule to the Security Interest Agreement as amended from time to time

FILE COPY



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

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

COMPANY No. 05134924

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY INTEREST AGREEMENT DATED THE 15th OCTOBER 2004 AND CREATED BY CHESTER DEVELOPMENTS LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BACHMANN ALPHA LIMITED AND BACHMAN BETA LIMITED 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 29th OCTOBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st NOVEMBER 2004.

DPP



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES