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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.

016499/40

CHFP025

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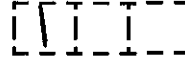
Please complete legibly, preferably in black type, or bold block lettering

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 "Borrower")

\*insert full name of Company ✓

Date of creation of the charge

15 October 2004 ✓

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

6 Mortgage Debenture (the "Debenture")

Amount secured by the mortgage or charge

7 All monies obligations and liabilities whether principal interest or otherwise which may at the date of the Debenture or at any time in the future be due owing or incurred by the Borrower to the Lender whether actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner together with interest charges and other expenses so that interest shall be calculated and compounded as may be agreed from time to time between the parties or, if not agreed, at the highest rate plus 2% then chargeable by the Lender under any agreement in existence between the parties as well after as before any demand made or judgment obtained under the Debenture

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, Frances House, Sir William Place, St Peter Port, Guernsey (the "Lender")  
Postcode GY1 4HQ

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

Halliwells LLP  
St James's Court  
Brown Street  
Manchester

Ref: JB/PearlHoldings

Time critical reference

For official Use  
Mortgage Section

Post room



A07  
COMPANIES HOUSE  
0743  
29/10/04

Short particulars of all the property mortgaged or charged

1 The Borrower as beneficial owner with full title guarantee and as a continuing security charges with the payment or discharge of all monies obligations and liabilities covenanted to be paid or discharged by the Borrower within the Debenture:

1. by way of legal mortgage any freehold leasehold or other immovable property referred to in the Schedule to the Debenture together with all buildings, trade and other fixtures, fixed plant and machinery of the Borrower from time to time thereon;

2. by way of fixed charge:

(a) all other freehold leasehold and other immovable property at the date of the Debenture or in the future belonging to the Borrower together with all buildings, trade and other fixtures, fixed plant and machinery of the Borrower from time to time thereon;

Please do not write in this margin. Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Hallwells LLP

Date

27th 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

Please do not  
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binding margin

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 "Borrower")

Limited\*

\* delete if  
inappropriate

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

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

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Please do not  
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete  
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- (b) all plant and machinery at the date of the Debenture or in the future belonging to the Borrower other than fixed plant and machinery;
  - (c) all book debts and other debts at the date of the Debenture or in the future due or owing to the Borrower;
  - (d) all stocks shares and other securities at the date of the Debenture or in the future belonging to the Borrower together with all dividends and other rights deriving therefrom;
  - (e) the goodwill of the Borrower and its uncalled capital for the time being;
  - (f) all patents trade marks service marks designs and other intellectual property rights choses in action and claims and all fees, royalties and other rights of every kind deriving therefrom at the date of the Debenture or in the future belonging to the Borrower;
3. by way of floating charge the whole of the Borrower's undertaking and all its property and assets whatsoever and wheresoever present and future other than the property and assets from time to time effectively charged to the Lender by way of legal mortgage or fixed charge by the Debenture.
- 2 The Lender may convert the floating charge at any time by notice in writing to the Borrower into a fixed charge as regards all the property and assets which for the time being are the subject of such floating charge or, as the case may be, such of the said property and assets as are specified by such notice.
- 3 The security from time to time constituted by or pursuant to the Debenture shall be in addition to and shall not prejudice determine or affect any other security which the Lender may from time to time hold for or in respect of all or any part of the monies obligations and liabilities thereby secured. No prior security held by the Lender over the property charged by the Debenture or any part of it shall merge in the security created thereby or pursuant thereto which will remain in force and effect as a continuing security until discharged by the Lender.
- 4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Debenture.
- 5 The Borrower shall not without the prior written consent of the Lender:
- 1. create or permit to subsist any mortgage charge pledge hypothecation lien (other than a lien arising by operation of law) or other security interest on any of its assets [ranking in priority or pari passu with the fixed and floating charges thereby created] other than the Debenture;

# 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  
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Company Number

5134924

Name of Company

CHESTER DEVELOPMENTS LIMITED (the "Borrower")

Limited\*

\* delete if  
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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)

Please complete  
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- 2 sell transfer lease lend or otherwise dispose of the whole or any part of its undertaking or (save in the normal course of trading at not less than market value) of its assets or enter into any agreement or grant any option for any such sale transfer lease loan or other disposal;
- 3 part with possession of any freehold or leasehold property grant or agree to grant any option or any licence tenancy or other right of occupation to any person or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Sections 99 and 100 of the Law of Property Act 1925 provided that such restrictions shall not be construed as a limitation on the powers of any receiver appointed under the Debenture and being an agent of the Borrower and the Lender may grant or accept surrenders of leases without restriction [at any time after the Lender shall have demanded the payment or discharge of any of the monies obligations and liabilities thereby secured];

Please complete  
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bold block lettering

Pull down or remove or redevelop or make any material alteration to the whole or any part of any buildings or sever unfix or remove any fixtures or remove any plant or machinery belonging to or in use by the Borrower except for the purpose of effecting repairs or replacing the same.

The Borrower shall whenever requested by the Lender immediately execute and sign all such deeds and documents and do all such things as the Lender may require at the Borrower's cost over any property or assets specified by the Lender for the purpose of perfecting or more effectively providing security to the Lender for the payment and discharge of the monies obligations and liabilities secured by the Debenture.

**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 MORTGAGE DEBENTURE DATED THE 15th OCTOBER 2004 AND CREATED BY CHESTER DEVELOPMENTS LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BACHMAN 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.

*DPJ*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES