

# M

COMPANIES FORM No. 395

## Particulars of a charge

# 395

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

m554C

Please complete  
legibly, preferably  
in block type, or  
bold block letteringTo the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

[1217]

1434201

Name of company

\* MUSIC HIRE GROUP LIMITED ("the Company")

\* insert full name  
of company

Date of creation of the charge

12 October 1992

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

A Composite Guarantee and Debenture ("the Debenture") between (1) the Company and other companies whose names as set out in Schedule 1 of the Debenture (2) Midland Bank plc ("the Bank") and (3) the Banks as defined in the Debenture.

Amount secured by the charge

all sums and liabilities (including without limitation all legal and other costs and expenses of the Banks or Trustee (as defined in the Debenture) or any of them together in each case with any Value Added Tax applicable thereto) whatsoever in whatever currency present and future actual or contingent which are now or may at any time hereafter become due owing or incurred by the Company to the Trustee and the Banks or any of them (including without limitation under or arising in connection with certain of the Financing Documents (as defined in the Debenture) or any of them).

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

Midland Bank plc

Poultry

London

Postcode

EC2P 2BX

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

Simpson Curtis  
41 Park Square  
LEEDS LS1 2NS  
Ref: ADW.92.2402.T

For official Use  
Mortgage Section

REGISTERED

21 OCT 1992

Post room



Short particulars of all the property charged

Please do not  
write in  
this margin

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

1 Each Charging Company as beneficial owner and to the intent that the security expressed to be created shall rank as a continuing security for payment and discharge of the Secured Obligations has assigned and charged to the Trustee on its own behalf and on behalf of the Banks absolutely:-

1.1 by way of first legal mortgage all of the Mortgaged Property belonging to it as defined in the Debenture (including without limitation the property details of which are set out below);

continued/...

Particulars as to commission allowance or discount (note 3)

Signed

*Simpson Coates*

Date

*21/10/02*

On behalf of ~~[company]~~ [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 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a mortgage or charge  
(continued)**

Please do not  
write in this  
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

1434201

\*delete if  
inappropriate

Name of company

MUSIC HIRE GROUP LIMITED ("the Company")

Limited\*

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

Amount due or owing on the mortgage or charge (continued)

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bold block lettering

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bold black lettering

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

THE PROPERTIES

<u>Property Description</u>	<u>Company</u>	<u>Title No/ Description</u>
Land at Automat House Aqueduct Road Blackburn, Lancashire	Music Hire Group Limited	LA404853
1.2 by way of legal mortgage all other estates or interests in any freehold or leasehold property (except the Mortgaged Property and the Rack Rent Leases) wheresoever situate now or in the future belonging to it and all buildings and fixtures and fittings and fixed plant and machinery and equipment thereon from time to time and the proceeds of sale thereof and insurances in relation thereto and proceeds of insurance thereof;		
1.3 by way of first fixed charge its present and future goodwill and uncalled capital and future calls;		
1.4 by way of first fixed charge the Shares (as defined in the Debenture) legally or beneficially owned by it and all rights, benefits and advantages at any time accruing in respect thereof;		
1.5 by way of assignment the benefit of all security now or hereafter held by such Charging Company, whether in the form of bonds, debentures, loan notes or otherwise to secure indebtedness of any other party to it including without limitation the Kunick/GEL Debenture and the Loan Notes;		
1.6 by way of first fixed charge all book debts and other debts and monetary claims now and from time to time due or owing to such Obligor and any bank deposits and credit balances and the accounts relating to the same (including without limitation the Receivables Accounts and the Receivables Balance) (each as defined in the Debenture) and any other accounts into which any such debts may be paid and any rights relating to any of the aforesaid including choses in action which may give rise to a debt or debts and all the proceeds thereof;		
1.7 by way of first fixed charge and assignment its Intellectual Property;		
1.8 by way of first fixed charge and assignment all present and future benefits in respect of all contracts and policies of insurance (other than those relating to the Mortgaged Property) which are from time to time taken out by or on behalf of any such Charging Company or in which such Charging Company has an interest (to the extent of such interest) and all claims in respect thereof and return of premiums and all proceeds thereof and other benefits arising thereunder; and		

Please complete  
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Continued/...

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a mortgage or charge  
(continued)**

Please do not  
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Continuation sheet No 2  
to Form No 395 and 410 (Scot)

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Company number

1434201

Name of company

MUSIC HIRE GROUP LIMITED ("the Company")

Limited\*

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

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

- 1.9 by way of floating charge the whole of its undertaking and all its property assets and rights whatsoever and wheresoever present and/or future (but without prejudice to any fixed charges for the time being effectively subsisting pursuant to sub-clauses 1.1 to 1.8).

NOTE:

- (i) The Company may not, without the prior consent in writing of the Bank, create or permit to subsist any mortgage, pledge, lien charge, assignment, hypothecation, right of set-off, title retention or other security interest or encumbrance whatsoever or any other agreement or arrangement having a similar effect (and shall include any agreement to grant or create any of the same) in respect of the whole or any part of its undertaking, properties revenues or assets then or in the future, other than as permitted in the Debenture.
- (ii) The Company will not, without the prior consent in writing of the Bank, part with, sell, transfer or otherwise dispose of the whole or any part of its undertaking, properties revenues or assets or in the future, other than as permitted in the Debenture.
- (iii) The Company shall upon request and at its own cost execute such mortgage, charge, memorandum, assignment, transfer or other document (including any document supplemental to the Debenture) and deliver such notices as the Bank may require for the purposes specified in the Debenture.
- (iv) With reference to the Mortgaged Property the Company agreed and undertook to the Bank at all times during the continuance of the security created not to exercise the statutory power of leasing and/or not to accept surrenders of leases conferred on Mortgagors without the consent in writing of the Bank but the Bank may grant or accept surrenders of leases without restriction.
- (v) The Company shall not transfer, lend, lease, sub-lease, or permit sub-leases or otherwise dispose of or part with the possession of the Mortgaged Property or any part thereof nor confer upon any person firm company or body whatsoever any licence right or interest to occupy or share possession of it or any part thereof or permit the creation of any overriding interest or easement or possessory, right in respect thereof or consent to the assignment of any underlease or sub-tenancy without the prior consent in writing of the Bank.
- (vi) The floating charge thereby created shall automatically be converted into a fixed charge in respect of any assets thereto which may become subject to a fixed charge in favour of any other person or to a disposition contrary to the provisions of the Debenture immediately upon such charge or disposition and also in respect of all the assets subject thereto if and when any of the events of default in the Term Loan Facility occur.

Please complete  
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FILE COPY



# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 12th OCTOBER 1992  
and created by MUSIC HIRE GROUP LIMITED

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company and/or all or any of the other  
companies named therein to MIDLAND BANK plc IN ITS CAPACITY AS AGENT AND  
TRUSTEE FOR ITSELF AND EACH OF THE BANKS AS DEFINED IN "THE DEBENTURE"

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 21st OCTOBER 1992

Given under my hand at the Companies Registration Office,  
Cardiff the 26th OCTOBER 1992

No. 1434201

A handwritten signature in dark ink, appearing to read 'P. Davis'.

PHIL DAVIS

an authorised officer

C.69a(Y3)

Post.  
26.10