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COMPANIES FORM No. 395

Particulars of a charge

395

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Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of companyTo the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

1434201

Name of company

* Music Hire Group Limited

Date of creation of the charge

6 March 1991

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

Composite Guarantee and Trust Debenture ("the Debenture") between, inter alia, Music Hire Group Limited (1) ("the Company") and Midland Bank plc (2) ("the Trustee") as trustee

Amount secured by the charge

All sums and liabilities (including without limitation all costs and expenses and any Value Added Tax applicable thereto) whatsoever in whatever currency denominated present and future actual or contingent which were at the date of the Debenture or may at any time thereafter become due owing or incurred by the Companies (defined below) or any of them to the Trustee and the Banks or any of them or under or arising in connection with the Financing Documents (defined below) or any of them and to the Trustee under or in connection with the Security Documents (defined below) or any of them (other than directly or indirectly Caldaire Independent Hospital Limited's liabilities for the obligations of Goldsborough Limited (a) under an Indemnity dated 14 February 1990 in favour of Midland Bank plc and (b)

Continued on Continuation Sheet 1

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

Midland Bank plc, Poultry, London,

Postcode

EC2P 2BX

Presentor's name address and
reference (if any): 28343

The London Law Agency Ltd.
84 Temple Chambers
Temple Avenue
London EC4Y 0HP

For official Use
Mortgage Section

REGISTERED

20 MAR 1991

Post room



Time critical reference

Short particulars of all the property charged

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bold block lettering

(A) By way of first Legal Mortgage all of the freehold and leasehold property now vested in such Company referred to in Schedule 3 hereto and all buildings and fixtures and fittings and fixed plant, machinery and equipment thereon from time to time and the proceeds of sale thereof and insurances in relation thereto and proceeds of insurance thereof ("the Legally Mortgaged Property")

(B) By way of First Fixed Charge all book debts and other debts now and from time to time due or owing to such Company including without limitation the Receivables Accounts (defined below) and the Receivables Balance (defined below) and any other bank deposits and credit balances and the accounts relating to the same and any

Number of Continuation Sheets 5

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Simpson Curtis

Date

15.3.91

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.)

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**Particulars of a charge
(continued)**

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

Name of company

Music Hire Group

Limited*

*delete if
inappropriate

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

and agent for itself, National Westminster Bank PLC and
the Governor and Company of the Bank of Scotland (all
together referred to as "the Banks").

incurred in relation to the acquisition of the shares of Caldaire Independent Hospital Limited, insofar as such liabilities will constitute illegal financial assistance under the provisions of Sections 151 to 158 of the Companies Act 1985).

Please complete
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bold block lettering

The following definitions apply in relation to the above:-

"Companies" means Kunick PLC (No. 506827), Goldsborough Limited (No. 1587972), Music Hire Group Limited (No. 1434201), Goldsborough Developments Limited (No. 1879848), Goldsborough Homecare & Nursing Services Limited (No. 1903989), FGPH Limited (No. 2305157), Bell-Fruit Services Limited (No. 779626), Three Services Automatics Limited (No. 876959), Music Hire Leisure Limited (No. 1257836), Premier Leisure (Pool) Limited (No. 1579326), Oakcrest Nursing Home (Huddersfield) Limited (No. 2085023), Oakcrest Nursing Home Ilkley Limited (No. 1987148), Oakcrest Nursing Home (Harrogate) Limited (No. 1951187), Morriscrest Limited (No. 1834448), Caldaire Independent Hospital Limited (No. 1663178), Doldarra Services Limited (No. 996136) and London Dungeon Limited (No. 1147673).

"Financing Documents" means the documents, facilities agreements, set-off agreements and guarantees listed below and any other document containing or constituting any other facilities, guarantee or any set-off agreement at the date of the Debenture or thereafter between any of the Banks and any of the Companies and any agreement to substitute or vary the same and any other agreement at the date of the Debenture or thereafter entered into in connection with the obligations of any of the Companies to the Banks or any of them;

- | | |
|-------------------------------|---|
| Bank of Scotland | - Overdraft Facility Letter dated the 5 March 1991 for facilities of £4 million repayable on demand |
| | - Term Loan Facility Letter dated the 5 March 1991 for facilities of £6 million repayable over 5 years. |
| National Westminster Bank PLC | - Medium Term Loan Agreement dated the 5 March 1991 relating to a loan of £9 million |
| | - Facility Letter dated the 5 March 1991 setting out the terms of an Overdraft Facility |
| | - Facility Letter dated the 5 March 1991 setting out the terms of an Acceptance Credit Facility |

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Names and addresses of the persons entitled to the charge (continued)

**Please complete
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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; and

- (C) By way of floating charge the Company's undertaking and all its property assets and rights whatsoever and wheresoever present and/or future except those for the time being effectively charged by way of specific fixed charge pursuant to the foregoing paragraphs unless and to the extent that such charges as aforesaid shall fail as specific fixed charges but without prejudice to any such specific fixed charges as shall continue to be effective.

PROVIDED THAT no charge over the stocks, shares or securities of any of the Companies incorporated outside the United Kingdom should be created by virtue of the Debenture if the grant of such charge causes such company to commit an illegal act under the Law of the Country in which the company is incorporated.

The Company undertakes that it will not without the consent in writing of the Trustee:-

1. Create or permit to subsist any mortgage, pledge, lien, charge, assignment, hypothecation, title retention or security interest or any other agreement or arrangement having the effect of conferring security or any agreement to grant or create any of the same other than under the Debenture in respect of any of its undertaking, properties, revenues or assets present or future (including uncalled capital) (or agree to do so) other than:-
 - (i) any title, transfer or retention arrangement imposed on the Company in relation to its purchases of goods, products or supplies (and the documents of title relating thereto in letter of credit transactions) in the ordinary course of business on terms usual in the course of such business;
 - (ii) any lien arising by operation of law or in the ordinary course of business provided that the secured liabilities thereby are discharged forthwith upon their becoming due for payment; or
 - (iii) the existence of and operation of any rights of set-off in favour of the Banks.
2. Sell, transfer or otherwise dispose of the whole or any part of the Legally Mortgaged Property or any of the undertaking, properties, revenues or assets present or future charged by way of specific charge as a result of the operation of the provisions relating to automatic conversion or an option to the Trustee to convert the floating charge created by the Debenture into a fixed charge under clauses 3.3 or 3.2 of the Debenture (or agree to do so).

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**Particulars of a charge
(continued)**

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

Company number

1434201

Please complete
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in black type, or
bold block lettering

Name of company

Music Hire Group

Limited*

*delete if
inappropriate

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

Midland Bank plc

- Facility Letter dated the 5 March 1991 setting out the terms of a Short Term LIBOR Linked Loan.
- Facility Letter dated the 1 March 1990 as amended by a letter dated 5 March 1991 relating to an £8 million Medium Term Loan
- Facility Letter dated the 5 March 1991 relating to a £5 million Medium Term Loan
- Facility Letter dated the 5 March 1991 relating to a £20 million French Franc/£2 million Sterling Medium Term Loan
- Facility Letter dated the 5 March 1991 relating to a net £10 million Sterling Overdraft Facility including multi-currency facility, foreign bills for negotiation facility, engagements facility and documentary or other credits facility
- Facility Letter dated the 5 March 1991 relating to a £2 million Forward Exchange Contract Facility
- Indemnity dated the 14 February 1990 from Goldsborough Limited to Midland Bank plc.

"Security Documents" means the Debenture and any other document or mortgage, pledge, lien, charge, assignment, hypothecation, title retention or security interest or any other agreement or arrangement having the effect of conferring security or any agreement to grant or create any of the same in relation to the Debenture and any other document containing or constituting any other guarantee, any other debenture or any set-off agreement, mortgage, charge, debenture, pledge, hypothecation held by the Trustee in its capacity as such from any of the Companies.

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

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Each of the Banks and the Trustee (on behalf of itself and in its capacity as Trustee) is authorised without prior notice to or any consent of any of the Companies and without prejudice to any other legal right or remedy which the Trustee or the Banks might have from time to time, at any time or times without restriction to debit with in the case of any of the Banks any account with ^{Such} a Bank (whether a current account or other account and whether an account subject to notice or not) and in the case of the Trustee any account (whether a current account or other account and whether an account subject to notice or not) with any of the Banks or to appropriate, set-off or apply all or any part of the monies therein in or towards payment or discharge of any of the monies and liabilities secured by the Debenture due to any such Bank or as the Trustee may in its sole and absolute discretion think fit.

The following definitions apply:-

"Receivables Accounts" means the accounts into which the Debenture requires the Company to pay all monies which it may receive in respect of book debts and other debts charged under the Debenture or such other account as the Trustee may have required the Company to open into which any of the Companies receivables are to be paid.

"Receivables Balance" means the balance from time to time standing to the credit of the Receivables Accounts.

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

Continuation sheet No 4
to Form No 395 and 410 (Scot)

Please complete
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bold block lettering

Company number

1434201

Name of company

MUSIC HIRE GROUP

Limited*

*delete if
inappropriate

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

<u>Property Description</u>	<u>Company</u>	<u>Title No/Description</u>
Freehold land and premises The Dales Nursing Home Woodhall Road Thornbury Leeds	Goldsborough Limited	WYK 426482
Freehold land and premises Airedale Residential Home Church Lane, Pudsey, Leeds	Goldsborough Limited	WYK 236976
Freehold land and premises Burton Croft Residential Home, 69 Burton Stone Road York	Goldsborough Limited	NYK 11574
Freehold land and premises The Borrins Residential Home, Borrins Way, Baildon Shipley	Goldsborough Limited	WYK 444015
Freehold land and premises Goldsborough Nursing Home 76 Wellington Road Enfield	Goldsborough Developments Limited	NGL 58225
Freehold land and premises 1A and 3 Wetherby Road Leeds	Goldsborough Developments Limited	WYK 380221 & WYK 381268
Leasehold land and premises Oakcrest Nursing Home 2 Cleveland Road Huddersfield	Oakcrest Nursing Home (Huddersfield) Limited	YK 31116
Freehold land and premises Oakcrest Nursing Home 32 Rutland Drive Harrogate	Oakcrest Nursing Home (Harrogate) Limited	NYK 91294
Freehold land and premises Oakcrest Nursing Home 8 Park Avenue Leeds	Morriscrest Limited	WYK 154096
Freehold land and premises and leasehold land and premises (WYK 478021) Oakcrest Nursing Home 235 Harrogate Road Leeds	Morriscrest Limited	WYK 385750 WYK 212192 WYK 384134 WYK 384054 WYK 198244 WYK 384055 WYK 384125 WYK 226306 & WYK 478021

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

Continuation sheet No 3
to Form No 395 and 410 (Scot)

Company number

1434201

Please complete
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bold block lettering

Name of company

MUSIC HIRE GROUP

Limited*

*delete if
inappropriate

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



SCHEDULE 3
(The Properties)

<u>Property Description</u>	<u>Company</u>	<u>Title No/Description</u>
Freehold premises being land and buildings on the North side of Leen Gate, Nottingham	Kunick PLC	NT 199170
Freehold land and premises at Goldsborough Hall Goldsborough North Yorkshire	Goldsborough Limited	All that property comprised in a Conveyance dated 25.2.1983 between Music Hire Group Limited (1) and Goldsborough Limited (then called Fastrise Limited (2)
Leasehold land and premises Goldsborough Harrogate Ripon Road, Harrogate	Goldsborough Limited	All that property comprised in a Lease dated 30.9.1985 between The Queens Most Excellent Majesty (1) and Goldsborough Limited (2)
Freehold land and premises Goldsborough Leeds Oakwood Grove/Oakwood Lane Leeds	Goldsborough Limited	WYK 306895 & WYK 139090
Freehold land and premises Woodlands Hall Nursing Home Gelderd Road Gildersome Morley Leeds	Goldsborough Limited	WYK 273783
Freehold land and premises Thorncrest Nursing Home Browgate Baildon Bradford	Goldsborough Limited	WYK 319411 together with a one undivided tenth share of an area of 2180 square yards of open space held by virtue of a Conveyance made the 30th May 1984 between City of Bradford Metropolitan Council (1) Riverfield (HX) Limited (2) and Thorncrest Limited (3)

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

Continuation sheet No 5
to Form No 395 and 410 (Scot)

Please complete
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bold block lettering

Company number

1434201

Name of company

MUSIC HIRE GROUP

Limited*

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inappropriate

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



Short particulars of all the property mortgaged or charged (Continued)

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Property Description

Company

Title No/Description

Freehold land and premises
Oakcrest Nursing Home
Straven Queens Road
Ilkley

Oakcrest Nursing Home WYK 85694
(Ilkley) Limited

Freehold land and premises
Goldsborough Nursing Home
12 Hornsey Lane Highgate
London and Fitzwarren
House 10 Hornsey Lane
Highgate London

Goldsborough Limited NGL 554012

Freehold land and premises
Goldsborough Nursing Home
40-42 Ladbroke Road
Kensington Chartwell House
11, 12 & 13 Ladbroke
Terrace, Kensington and 44
and 46 Ladbroke Road,
Kensington

Goldsborough Limited 261230, 273466
354328, 285220
292531, 436646
& 436647

Freehold land and premises
Tudor Grange, 112 Westcombe
Park Road Blackheath and
Goldsborough Nursing Home
112a Westcombe Park Road
Blackheath

Goldsborough Limited TGL 45627

Freehold land and premises
Church Square Mansions
Church Square Harrogate
(including 11a Church
Square)

Goldshorough
Developments Limited NYK 47342 &
NYK 51930

Freehold land and premises
Fulford Grange Private
Hospital Mickelfield Lane
Rawdon Leeds

FGPH Limited

WYK 485684
WYK 485685
WYK 485686

Freehold land and premises
Methley Park Private
Hospital Methley Lane
Methley Leeds

Caldaire Independent WYK 303836
Hospital Limited

Freehold land and premises
Site of Adelphi Hotel
Cold Bath Road, Harrogate

Goldsborough Limited NYK 67051

Short particulars of all the property mortgaged or charged (Continued)

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Please complete
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<u>Property Description</u>	<u>Company</u>	<u>Title No/Description</u>
Freehold land and premises Oakcrest Nursing Home Straven Queens Road Ilkley	Oakcrest Nursing Home (Ilkley) Limited	WYK 85694
Freehold land and premises Goldsborough Nursing Home 12 Hornsey Lane Highgate London and Fitzwarren House 10 Hornsey Lane Highgate London	Goldsborough Limited	NGL 554012
Freehold land and premises Goldsborough Nursing Home 40-42 Ladbroke Road Kensington Chartwell House 11, 12 & 13 Ladbroke Terrace, Kensington and 44 and 46 Ladbroke Road, Kensington	Goldsborough Limited	261230, 273466 354328, 285220 292531, 436646 & 436647
Freehold land and premises Tudor Grange, 112 Westcombe Park Road Blackheath and Goldsborough Nursing Home 112a Westcombe Park Road Blackheath	Goldsborough Limited	TGL 45627
Freehold land and premises Church Square Mansions Church Square Harrogate (including 11a Church Square)	Goldsborough Developments Limited	NYK 47342 & NYK 51930
Freehold land and premises Fulford Grange Private Hospital Micklefield Lane Rawdon Leeds	FGPH Limited	WYK 485684 WYK 485685 WYK 485686
Freehold land and premises Methley Park Private Hospital Methley Lane Methley Leeds	Caldaire Independent Hospital Limited	WYK 303836
Freehold land and premises Site of Adelphi Hotel Cold Bath Road, Harrogate	Goldsborough Limited	NYK 67051

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 6th MARCH 1991
and created by MUSIC HIRE GROUP LIMITED

for securing all moneys due or to become due from the Company AND/OR ALL
OR ANY OF THE OTHER COMPANIES NAMED THEREIN to MIDLAND BANK plc, FOR
ITSELF, NATIONAL WESTMINSTER BANK PLC AND THE GOVERNOR AND COMPANY OF THE
BANK OF SCOTLAND under the terms of THE FINANCING DOCUMENTS AND THE
SECURITY DOCUMENTS (AS DEFINED)

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 20th MARCH 1991

Given under my hand at the Companies Registration Office,
Cardiff the 26th MARCH 1991

No. 1434201

P. Jones
P. JONES

an authorised officer

C.69

LC

26/3.