



COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

M271/17 OCT/CF

Pursuant to section 395 of the Companies Act 1985

Please do not
write in
this margin

only

~~M202/3 OCT/CF~~

To the Registrar of Companies

For official use

Company number

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

M115

1,879,848

Name of company

* Goldsborough Developments Ltd

* insert full name
of company

Date of creation of the charge

12th September 1985

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

Letter of Charge

Amount secured by the mortgage or charge

All monies now or at any time hereafter owing to the Bank by Goldsborough Limited on any account or accounts or in any manner whatsoever and whether actually or contingently together with interest, discount, commission and all charges and expenses.

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

The Governor and Company of the Bank of Scotland

38 Threadneedle Street

London

Postcode

EC2P 2EH

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

Bank of Scotland
Law Department
38 Threadneedle Street
London EC2P 2EH

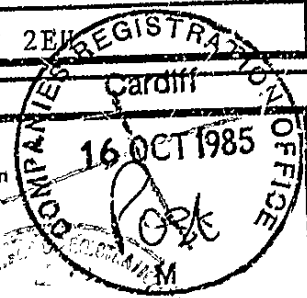
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For official Use

Mortgage Section

- 2 OCT 1985

Post room



Time critical reference

6594

14-10

108

Short particulars of all the property mortgaged or charged

All monies now or at any time hereafter standing to the credit of any account or accounts of the Company in the Bank's books.

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)

For Bank of Scotland

Signed

Date

1/10/1985.

On behalf of [company] [mortgagee/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.



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 September 1985
and created by GOLDSBOROUGH DEVELOPMENTS LTD

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from Goldsbrough Limited to The Governor and
Company of the Bank of Scotland

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 2nd October 1985

Given under my hand at the Companies Registration Office,
Cardiff the 18 NOV 1985

No. 1879848

Certificate and instrument received by

Post

Date

20/11/85

[Signature]
an authorised officer

M

Please do not
write in
this margin

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

*Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

395

M 312 / Sep 7 / CF.

To the Registrar of Companies

For official use Company number

[] [] [] [] [] [] [] []

1879848

Name of company

*

GOLDSBOROUGH DEVELOPMENTS LIMITED

Date of creation of the charge

1st September 1987

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

LEGAL CHARGE

Amount secured by the mortgage or charge

ALL moneys and liabilities which shall for the time being
(and whether on or after the date of the demand) be owing
or incurred by Goldsbrough Limited or the Company.

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

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND,
P.O. BOX No. 267, 38 Threadneedle Street, London

Postcode EC2P 2EH

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

SCOTT TURNBULL & KENDALL
105 Albion Street,
Leeds LS1 5AY

For official use
Mortgage section

Post room

4 SEP 1987

Short particulars of all the property mortgaged or charged

All that freehold land having a frontage to Ripon Road and Swan Road, Harrogate, North Yorkshire as is comprised in a Conveyance made the 31st July 1987 between The Queen's Most Excellent Majesty (1) the Company (2)

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


SCOTT TURNBULL & KENDALL

Date 3rd September 1987

On behalf of [company] [mortgagee/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.

Page 2



The Solicitors' Law Stationery Society plc, Oyez House, 27 Crimscott Street, London SE1 5TS

1985 Edition
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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 1st September 1987
and created by GOLDSBOROUGH DEVELOPMENTS LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the Company and/or Goldsborough Limited to The
Governor and Company of the Bank of Scotland

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 4th September 1987

Given under my hand at the Companies Registration Office,
Cardiff the 14 SEP 1987

No. 1879848

Certificate and instrument received by

Post

.....

Date 17/9

R. M. Groves
R. M. GROVES
an authorised officer

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

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

m 357 c

BL-V.

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1,879,848

Name of company

* Goldsbrough Developments Limited

Date of creation of the charge

6th September, 1989

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

LETTER OF CHARGE

Amount secured by the charge

All monies now or at any time hereafter owing to the Bank by Goldsbrough Limited and/or Goldsbrough Homecare Services (Pendle) Limited and/or Goldsbrough Home Care & Nursing Services Limited and/or Piper Higginson Home Care Limited on any account or accounts or in any manner whatsoever and whether actually or contingently together with interest, discount, commission and all charges and expenses.

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

The Governor and Company of the Bank of Scotland

38 Threadneedle Street

LONDON

Postcode

EC2P 2EH

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

Bank of Scotland
Law Department, 5th Floor,
Broad Street House
55 Old Broad Street
London, EC2P 2HL

Ref: LAW/WB

Time critical reference

For official Use
Mortgage Section

REGISTERED

11 SEP 1989

Post room



Short particulars of all the property charged

All monies now or at any time hereafter standing to the credit of any account or accounts of the Company in the Bank's books.

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

For Bank of Scotland

Signed

Date

11/9/89

On behalf of ~~company~~ [chargee]†

n. Manager

† 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, Maundy, Cardiff CF4 3UZ



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 SEPTEMBER 1989
and created by GOLDSBOROUGH DEVELOPMENTS

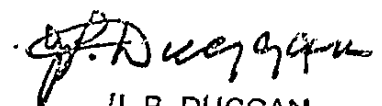
for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from GOLDSBOROUGH LIMITED and/or GOLDSBOROUGH
HOMECARE SERVICES (PENDLE) LIMITED and/or GOLDSBOROUGH HOME CARE &
NURSING SERVICES LIMITED and/or PIPER HIGGINSON HOME CARE LIMITED
on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 11th SEPTEMBER 1989

Given under my hand at the Companies Registration Office,
Cardiff the 20th SEPTEMBER 1989

No. 1879848
Certificate and instrument received by

.....
.....
Date ..20/9.....


J. P. DUGGAN
an authorised officer

To the Governor and Company of
the BANK OF SCOTLAND



LAWDEED2P/PRE

IN CONSIDERATION of your giving time for payment and/or banking facilities and accommodation to any or all of the Companies specified in the Schedule hereto (hereinafter called "the Principal Debtors") WE, Goldsborough Developments Limited incorporated under the Companies Acts and having our Registered Office at St. Paul's House, 23 Park Square, Leeds LS1 2ND (hereinafter called "the Company") hereby agree that all moneys now or at any time hereafter standing to the credit of the account or accounts of the Company in your books shall stand charged by way of fixed and specific charge with the payment of all moneys now or at any time hereafter owing to you by the Principal Debtors or any of them on any account or accounts or in any manner whatsoever and whether actually or contingently together with interest, discount, commission and all other charges and expenses AND THE COMPANY FURTHER AGREES that you shall be at liberty without any notice to or any further or other consent from the Company to apply or transfer any money now or at any time hereafter standing to the credit of the said account or accounts of the Company in payment of such moneys owing to you by the Principal Debtors or any of them and that you may refuse payment of any cheque, bill, note or order drawn or accepted by the Company or upon which the Company may be otherwise liable and which if paid would reduce the amount of the credit balance of the said account or accounts.

The security hereby created shall not be released by time being given to the Principal Debtors or any of them or by any act, matter or thing whereby a surety or the property comprised in this security might have been released.

This agreement shall be governed by the Law of England and for the purposes hereof we hereby submit to the jurisdiction of the English courts. In the event of any proceedings being raised against us in connection herewith any writ or other legal process shall be sufficiently served upon us if left at our registered office for the time being.

The SCHEDULE above referred to

Designated Companies

Goldsborough Limited

Goldsborough Homecare Services (Pendle)
Limited

Address of
Registered Office

St. Paul's House
23 Park Square
Leeds LS1 2ND

St. Paul's House
23 Park Square
Leeds LS1 2ND

Designated Companies

Goldsborough Home Care & Nursing
Services Limited

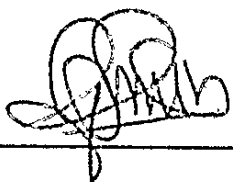
Piper Higginson Home Care Limited

Address of
Registered Office

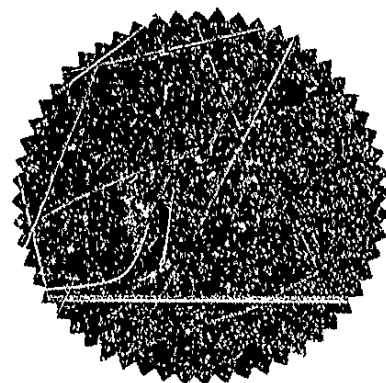
St. Paul's House
23 Park Square
Leeds LS1 2ND

St. Paul's House
23 Park Square
Leeds LS1 2ND

Sealed with the Common Seal of
Goldsborough Developments Limited
this 6TH day of *SEPTEMBER* 1989
and signed on their behalf by



Director



~~Director~~/Secretary

*This certificate has been cancelled in favour of a new
certificate dated 19.10.89*

J.P. Duggan
20.10.89



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 SEPTEMBER 1989
and created by GOLDSBOROUGH DEVELOPMENTS

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from GOLDSBOROUGH LIMITED and/or GOLDSBOROUGH
HEMOCARE SERVICES (PENDLE) LIMITED and/or GOLDSBOROUGH HOME CARE &
NURSING SERVICES LIMITED and/or PIPER HIGGINSON HOME CARE LIMITED
on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 11th SEPTEMBER 1989

Given under my hand at the Companies Registration Office,
Cardiff the 20th SEPTEMBER 1989

No. 1879848

J.P. Duggan
J. P. DUGGAN
an authorised officer



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 SEPTEMBER 1989
and created by GOLDSBOROUGH DEVELOPMENTS LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from GOLDSBOROUGH LIMITED and/or GOLDSBOROUGH
HOMECARE SERVICES (PENDLE) LIMITED and/or GOLDSBOROUGH HOME CARE &
NURSING SERVICES LIMITED and/or PIPER HIGGINSON HOME CARE LIMITED to THE
GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND
on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 11th SEPTEMBER 1989

Given under my hand at the Companies Registration Office,
Cardiff the 19th OCTOBER 1989

No. 1879848

A handwritten signature in dark ink, appearing to read 'R. M. Groves'.

R. M. GROVES

an authorised officer

M

1316-6
395/A8

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

M222C.

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

To the Registrar of Companies

For official use

Company number

[] [] [] []

1879848

Name of company

* Goldsbrough Developments Limited

* insert full name
of company

Date of creation of the charge

17th December 1990

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

Fixed and Floating Charge dated

17th December 1990

Amount secured by the mortgage or charge

All monies and liabilities now or at any time hereafter due owing or incurred to the Bank by the Company in any way whatsoever.

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

Midland Bank plc, whose registered office is at Poultry, in the City of London.

Postcode

EC2P 2BX

2/1
Presentor's name address and
reference (if any):
MIDLAND BANK PLC
VE. YORKS AREA OFFICE
LJX 204
WYSDALE WAY
BOWAY TRADING ESTATE
RADFORD
WEST YORKSHIRE
SD4 6SJ

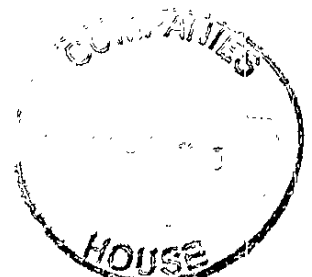
Time critical reference

For official Use
Mortgage Section

REGISTERED

21 DEC 1990

Post room



Short particulars of all the property mortgaged or charged

First Fixed Charge on all book debts and other debts now and from time to time hereafter due owing or incurred to the Company other than such of the said debts as the Bank may have specifically agreed in writing to exclude from such first fixed charge; and

Floating Charge on all other the Undertaking of the Company and all its property whatsoever and wheresoever both present and future including its uncalled capital for the time being and such of the book debts and other debts referred to above which are not charged under the said first fixed charge (collectively called "the assets") but so that the Company shall not except with the prior written consent of the Bank:

- (a) create or permit to subsist over all or any of the assets any mortgage charge lien pledge or other security ranking in priority to or *pari passu* with the said floating charge; or
- (b) part with sell or dispose of all or except in the ordinary course of the Company's business and for the purpose of carrying on the same any of the assets; or
- (c) deal with its book or other debts or securities for money forming part of the assets otherwise than in the ordinary course of getting in and realising the same which course shall not include or extend to the selling or assigning or in any other way factoring or discounting of any of the said debts or securities.

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



Date

17th December 1990

On behalf of (company) ~~London & Lancashire~~

! 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

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 17th DECEMBER 1990
and created by GOLDSBOROUGH DEVELOPMENTS LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to MIDLAND BANK plc

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 21st DECEMBER 1990

Given under my hand at the Companies Registration Office,
Cardiff the 7th JANUARY 1991

No. 1879848

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

J. P. DUGGAN
an authorised officer

C.69a

M

COMPANIES FORM No. 403a

403a

Declaration of satisfaction in full or in part of mortgage or charge

(MIS)
**FULLY
SATISFIED**

S 151C
SLOW

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

To the Registrar of Companies

For official use Company number

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

1879848

* Insert full name
of company

Name of company

* GOLDSBOROUGH DEVELOPMENTS LIMITED

11/10/85
DMD

I, ^{RICHARD} DAVID MORRIS

of Techno House, Low Lane, Horsforth, Leeds LS18 4DF

† Delete as
appropriate

[a director] [the secretary] [the administrator] [the administrative receiver] of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full] [part]

† Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

Date and Description of charge: 12th September 1985 LETTER OF CHARGE

Date of Registrations: 2nd October 1985

Name and address of [chargee] [trustee for the debenture holders] GOVERNOR AND COMPANY OF
THE BANK OF SCOTLAND, PO BOX 5, THE MOUNT, EDINBURGH EH1 1YZ§ The date of
registration may
be confirmed
from the
certificateShort particulars of property charged: ALL MONIES NOW OR AT ANY TIME HEREAFTER
STANDING TO THE CREDIT OF ANY ACCOUNT(S) OF THE COMPANY IN THE BANK'S BOOKS¶ Insert brief
details of
propertyAnd I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at SIMON COZELL

41 PARK SQUARE

LEEDS LS1

the 5th day of February MARCH

one thousand nine hundred and ninety one

before me [Signature]

Declarant to sign below

David Morris

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for OathsPresentor's name, address and
reference (if any): REF: DJD

13/3
WALKER MORRIS SCOTT TURNBULL
KINGS COURT,
12 KING STREET,
LEEDS,
LS1 2HL
MDE 12051

For official use
Mortgage section**REGISTERED**

- 9 MAR 1991

COMPANIES HOUSE

Post room - 9 MAR 1991

M

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The Solicitors' Law Stationery Society, 24, Gray's Inn Road, London, WC1X 8HR

1987 Edition
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[5310408]

M

COMPANIES FORM No. 403a

403a

**Declaration of satisfaction
in full or in part
of mortgage or charge**

**FULLY
SATISFIED**

5152C

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

1879848

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

* Insert full name
of company

Name of company,

* GOLDSBOROUGH DEVELOPMENTS LIMITED

I, ^{Richard} DAVID MORRIS

of TECHNO HOUSE, LOW LANE, HORSFORTH, LEEDS LS18 4DF

† Delete as
appropriate

[X] Director [] the secretary [] the administrator [] the administrative receiver of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in **[full]** ~~[part]~~

‡ Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

Date and Description of charge ‡ 1 SEPTEMBER 1987, LEGAL CHARGE

Date of Registration ‡ 4 SEPTEMBER 1987

Name and address of [chargee] [trustee for the debenture holders] THE GOVERNOR AND COMPANY

OF THE BANK OF SCOTLAND, PO BOX 5, THE MOUND, EDINBURGH, EH1 1Y7

Short particulars of property charged ‡ FREEHOLD LAND, HAVING A FRONTAGE TO RIPON ROAD

AND SWAN ROAD, NORTH YORKSHIRE

§ The date of
registration may
be confirmed
from the
certificate

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

¶ Insert brief
details of
property

Declared at SIMPSON COLTIS

41 PARK SQUARE

LEEDS LS1

the 5th day of FEBRUARY ¹⁹⁹¹ MARCH

one thousand nine hundred and NINETY-ONE

before me ¹⁹⁹¹ ¹⁹⁹¹

Declarant to sign below

David Morris

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

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

WALKER MORRIS SCOTT TURNBULL
KINGS COURT
12 KING STREET
LEEDS LS1 2HL

REF: DJD

For official use

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-9 MAR 1991

Post room

COMPANIES HOUSE

-9 MAR 1991

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The Solicitors' Law Stationery Society plc, 24 Gray's Inn Road, London WC1X 8HR

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COMPANIES FORM No. 403a

403a**Declaration of satisfaction
in full or in part
of mortgage or charge****FULLY
SATISFIED**Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

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

[] [] [] [] [] []

1879848

* Insert full name
of company

Name of company

* GOLDSBOROUGH DEVELOPMENTS LIMITED

I, ^{RICHARD} DAVID MORRIS

of Techno House, Low Lane, Horsforth, Leeds LS18 4DF

† Delete as
appropriate

~~[a director]~~ ~~[the secretary]~~ ~~[the administrator]~~ ~~[the administrative receiver]~~† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in ~~[full]~~ ~~[part]~~†.

‡ Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

Date and Description of charge† 6th September 1989 LETTER OF CHARGE

Date of Registrations 11th September 1989

Name and address of ~~[chargee]~~ ~~[trustee for the debenture holders]~~ GOVERNOR AND COMPANY
OF THE BANK OF SCOTLAND, PO BOX 5, THE MOUND, EDINBURGH, EH1 1YZ§ The date of
registration may
be confirmed
from the
certificate

Short particulars of property charged ALL MONIES NOW OR AT ANY TIME HEREAFTER
STANDING TO THE CREDIT OF ANY ACCOUNT OR ACCOUNTS OF THE COMPANY IN THE BANK'S BOOKS

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

¶ Insert brief
details of
property

Declared at SIMON COURT
41 PARK SQUARE
LEEDS LS1
the 5th day of February MARCH
one thousand nine hundred and ninety one
before me Lawyer

Declarant to sign below

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

Presentor's name, address and
reference (if any) REF: DJD

WALKER MORRIS SCOTT TURNBULL
KINGS COURT,
12 KING STREET,
LEEDS,
LS1 2HL,
MDE 12051

For official use

REGISTERED

- 9 MAR 1991

Post room

COMPANIES HOUSE
- 9 MAR 1991
58



The Solicitors' Law Stationery Society plc, 24 Gray's Inn Road, London WC1X 8TH

1987 Edition
188 47028
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M

COMPANIES FORM No. 403a

403a**Declaration of satisfaction
in full or in part
of mortgage or charge****FULLY
SATISFIED**

S 153C

SLOX

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

--	--	--	--

1879848

Please complete
legibly, preferably
in black type, or
bold block lettering* Insert full name
of company

Name of company

* GOLDSBOROUGH DEVELOPMENTS LIMITED

HCS
DMI, ^{RICHARD} DAVID MORRIS

of Techno House, Low Lane, Horsforth, Leeds LS18 4DF

† Delete as
appropriate

[a director] [the secretary] [the administrator] [the administrative receiver]† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full] [part]†

‡ Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

Date and Description of charge 17th December 1990 FIXED AND FLOATING CHARGE

Date of Registrations 21st December 1990

Name and address of [chargee] [trustee for the debenture holders] MIDLAND BANK PLC
POULTRY, LONDON EC2P 2BX§ The date of
registration may
be confirmed
from the
certificate

Short particulars of property charged FIRST FIXED CHARGE ON BOOK DEBTS AND ANY OTHER
MONEY OWING TO COMPANY, FLOATING CHARGE ON ALL OTHER THE UNDERTAKING OF THE
COMPANY AND ITS PROPERTY WHATSOEVER AND WHERESOEVER BOTH PRESENT AND FUTURE
INCLUDING ITS UNCALLED CAPITAL AND SUCH OF ITS BOOK DEBTS AND OTHER DEBTS *

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835. *NOT CHARGED BY THE FIRST
FIXED CHARGE

¶ Insert brief
details of
property

Declared at SIMPSON COURT

44 PARK SQUARE

LEEDS LS1

the 5th day of February MARCH

one thousand nine hundred and ninety one

before me [Signature]

Declarant to sign below

David Morris

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

100

13/3

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

WALKER MORRIS SCOTT TURNBULL
KINGS COURT,
12 KING STREET,
LEEDS,
LS1 2HL
MDE 12051

For official use

REGISTERED

- 9 MAR 1991

Post room

TECHNO HOUSE
- 9 MAR 1991
M 58

oyez

The Solicitors' Law Stationery Society, 24 Gray's Inn Road, London WC1X 8HR

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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

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

1879848

Name of company

* Goldsborough Developments 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, Goldsborough Developments Limited (1)
("the Company") and Midland Bank plc (2) ("the Trustee") as

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): 28343The London Law Agency Ltd.
84 Temple Chambers
Temple Avenue
London EC4Y 0HPFor official Use
Mortgage Section

REGISTERED

20 MAR 1991

Post room



Time critical reference

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
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

18.3.91

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

Please do not
write in this
binding margin

Particulars of a charge (continued)

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

Company number

1879848

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

Name of company

Goldsborough Developments

Limited*

*delete if
inappropriate

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

trustee 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).

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 |

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

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

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).

- | | | |
|------------------|---|--|
| | - | Facility Letter dated the 5 March 1991 setting out the terms of a Short Term LIBOR Linked Loan. |
| Midland Bank plc | - | 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.

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

**Particulars of a charge
(continued)**

Please do not
write in this
binding margin

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

Company number

1879848

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

Name of company

Goldsborough Developments

Limited*

*delete if
inappropriate

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

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

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

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} 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.

Please do not
write in this
binding margin

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

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

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

Company number

1879848

Name of company

GOLDSBOROUGH DEVELOPMENTS

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)

Please do not
write in this
binding margin

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

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

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

Company number

1879848

Name of company

GOLDSBOROUGH DEVELOPMENTS

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

Please do not
write in this
binding margin

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

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

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

Company number

1879848

Name of company

GOLDSBOROUGH DEVELOPMENTS

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 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 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 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 GOLDSBOROUGH DEVELOPMENTS 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. 1879848

P. Jones
P. JONES

an authorised officer

C.69

L/c

26/3

M

Please do not
write in
this margin

COMPANIES FORM No. 395**395****Particulars of a mortgage or charge**

Pursuant to section 395 of the Companies Act 1985

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

*Insert full name
of company

To the Registrar of Companies

For official use Company number

Name of company

1300
[] [] [] []

1879848

* GOLDSBOROUGH DEVELOPMENTS LIMITED

Date of creation of the charge

16 April 1992

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

LEGAL CHARGE

Amount secured by the mortgage or charge

£6,550.00.

69 /
E - the Co. to

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

JOAN PAMELA PAUL 9 Grayson House Beech Grove Harrogate North Yorkshire

Postcode

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

24/4.
WALKER MORRIS
SOLICITORS
DX. 12051
LEEDS

For official use
Mortgage section

REGISTERED

21 APR 1992

Post room



Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

9 GRAYSON HOUSE. BEECH GROVE HARROGATE and GARAGE

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

Particulars as to commission allowance or discount (note 3)

Signed

Walter Morris

Date

16/4/92

On behalf of [company] [mortgagee/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.

Page 2



The Solicitors' Law Stationery Society plc, Paulton House, 8 Shepherdess Walk, London N1 7LB

1995 Edition
589 18728
5010503

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 16th APRIL 1992
and created by GOLDSBOROUGH DEVELOPMENTS LIMITED

for securing £6,550.00 due from the Company to JOAN PAMELA PAUL

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

Given under my hand at the Companies Registration Office,
Cardiff the 29th APRIL 1992

No. 1879848

N. S. Berkley
N. S. BERKLEY
an authorised officer

C.69

M

Please do not
write in
this margin

COMPANIES FORM No. 395**395****Particulars of a mortgage or charge**

Pursuant to section 395 of the Companies Act 1985

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

*Insert full name
of company

To the Registrar of Companies

For official use Company number

Name of company

112C
[1714]

1879848

* GOLDSBOROUGH DEVELOPMENTS LIMITED

Date of creation of the charge

24 June 1992

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

LEGAL CHARGE

Amount secured by the mortgage or charge

69

B £12,050.00.

E the Company to
T this Deed

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

FAITH WAIDE CRUMMACK of 29 Dorchester Road Fixby Huddersfield

West Yorkshire

Postcode

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

WALKER MORRIS
SOLICITORS
DX.12051
LEEDS

For official use
Mortgage section

REGISTERED

25 JUN 1992

Post room

25 JUN 1992

26 JUN 1992

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

29 DORCHESTER ROAD. FIXBY HUDDERSFIELD

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

Particulars as to commission allowance or discount (note 3)

Signed WALKER MORRIS

Date 24 June 1992

On behalf of [company] [mortgagee/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.

Page 2



The Solicitors' Law Stationery Society plc, Paulton House, 8 Shepherdess Walk, London N1 7LB

1995 Edition
589 F8728
[50*0503]

Companies M395

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 24th JUNE 1992
and created by GOLDSBOROUGH DEVELOPMENTS LIMITED

for securing £12,050.00 and all other moneys due or to become due from the
Company to FAITH WAIDE CRUMMACK under the terms of THIS DEED

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 25th JUNE 1992

Given under my hand at the Companies Registration Office,
Cardiff the 1st JULY 1992

No. 1879848

A handwritten signature in cursive script, appearing to read 'R. M. Groves'.

R. M. GROVES

an authorised officer

C.69

M

COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

20 JUL 1992

M381C

Please do not
write in
this margin

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

*Insert full name
of company

To the Registrar of Companies

For official use Company number

1879848

1879848

Name of company

* GOLDSBOROUGH DEVELOPMENTS LIMITED

Date of creation of the charge

15 July 1992

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

LEGAL CHARGE

Amount secured by the mortgage or charge

£550.00 (Five hundred and fifty pounds)

69
£550
E

-- the Company to

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

ARTHUR KNOWLSON DYTCH and SADIE ELIZABETH DYTCH

29 CHURCH SQUARE MANSIONS, HARROGATE, NORTH YORKSHIRE

Postcode

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

20/7
WALKER MORRIS
SOLICITORS
DX.12051
LEEDS

For official use
Mortgage section

REGISTERED

16 JUL 1992

Post room

COMPANIES HOUSE

16 JUL 1992

M

51

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

FLAT 3 GRAYSON HOUSE HARROGATE NORTH YORKSHIRE
AND GARAGE

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

Particulars as to commission allowance or discount (note 3)

Signed

WALKER MORRIS

Date 15 July 1992

On behalf of [company] [mortgagee/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.

Page 2



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1985 Edition
589 F872B
5010503

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 15th JULY 1992
and created by GOLDSBOROUGH DEVELOPMENTS LIMITED

for securing £550.00 due from the Company to ARTHUR KNOWLSON DYTCH AND
SADIE ELIZABETH DYTCH

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 16th JULY 1992

Given under my hand at the Companies Registration Office,
Cardiff the 23rd JULY 1992

No. 1879848

N. S. Berkley

N. S. BERKLEY
an authorised officer

C.69

DX 23/7

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

S28 C

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

To the Registrar of Companies

For official use Company number

[] [] [] []

1879848

M

* Insert full name
of company

Name of company

GOLDSBOROUGH DEVELOPMENTS LIMITED

I, DAVID RICHARD MORRIS

of TECHNO HOUSE LOW LANE HORSEFORTH LEEDS LS18 4DF

† Delete as
appropriate

[a director] ~~[the secretary]~~ ~~[the administrator]~~ ~~[the administrative receiver]~~† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been

‡ Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

paid or satisfied in ~~[full]~~ ~~[part]~~

Date and Description of charge‡ LEGAL CHARGE dated 16 April 1992

Date of Registrations 21 APRIL 1992

Name and address of [chargee] ~~[trustee for the debenture holders]~~ JOAN PAMELA PAUL

9 Grayson House Harrogate

§ The date of
registration may
be confirmed
from the
certificate

Short particulars of property charged 9 Grayson House Beech Grove Harrogate and
garage

¶ Insert brief
details of
property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at 9M Harrogate

Wentworth

LEEDS LS18 4DF

the SEVENTEENTH day of July

one thousand nine hundred and two

before me

Declarant to sign below

David Morris

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

24 JUL 1992

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

WALKER MORRIS
SOLICITORS
DX. 12051
LEEDS

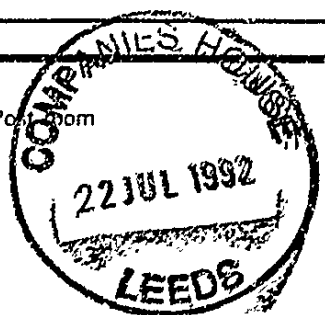
PT/9GRAYSONHSE

For official use
Mortgage section

REGISTERED

22 JUL 1992

Post from



Discharge of registered charge⁽¹⁾⁽²⁾⁽³⁾

HM Land Registry

Form 5

(Rule 151, Land Registration Rules, 1925)

No Land Registry fee is payable.
The charge certificate must accompany this application.
Where the proprietor of the charge is a company or corporation, form 53 (Co.) should be used.

County and district
(or London Borough)..... NORTH YORKSHIRE : HARROGATE

Title number(s)..... N* K. 63043

Property..... 9 Grayson House Beech Grove Harrogate and Garage

Date..... 6th July 1992..... I⁽¹⁾ JOAN PAMELA PAUL

..... of 27 Church Square Mansions, Harrogate,

North Yorkshire

..... adm

that the charge dated..... 16 April 1992

and registered on..... 16 May 1992

of which I am proprietor has been discharged⁽²⁾ [as to the land shown and edged with red of

the accompanying plan signed by me being part of the land comprised in the title(s) above

referred to]

Signed as a deed by..... JOAN PAMELA PAUL

..... } J. Pamela Paul
in the presence of

Name of Witness..... P. Wilkerson Signature..... P. Wilkerson

Address..... 36, Rynghe

SEB Y -

Occupation.....

Signed as a deed by.....

..... }
in the presence of

Name of Witness..... Signature.....

Address.....

Occupation.....

(1) In BLOCK LETTERS, enter full name and address of the proprietor of the charge. In the case of co-proprietors, both or all should join in and the form should be amended throughout as necessary.

(2) Cross out the words in brackets if discharge is of the whole of the charge.

(3) This plan must be based on the official plan of the title and, where necessary, include sufficient figured dimensions so as to define the extent of the land discharged and to fix its position by tying it to those physical features shown by firm black lines on the official title plan.

M

COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

Please do not
write in
this margin

11/8

SS M716C

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

To the Registrar of Companies

For official use Company number

Name of company

9

1879848

*

GOLDSBOROUGH DEVELOPMENTS LIMITED

Date of creation of the charge

31 July 1992

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

LEGAL MORTGAGE

Amount secured by the mortgage or charge

£23,050.00.

1
69.

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

JACK WOOLARD and CONSTANCE RAYNER WOOLARD
24 CHURCH SQUARE MANSIONS. HARROGATE

Postcode

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

WALKER MORRIS
SOLICITORS
DX.12051
LEEDS

For official use
Mortgage section

REGISTERED

15 AUG 1992

Post room

COMPANIES HOUSE

1 AUG 1992

11/8

Short particulars of all the property mortgaged or charged

2 ESPLANADE COURT. ST. MARYS WALK. HARROGATE. NORTH YORKSHIRE
AND GARAGE

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)

NONE

Signed ~~WALKER~~ MORRIS

Date 31.7.92.

On behalf of [company] [mortgagee/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.

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 31st JULY 1992
and created by GOLDSBOROUGH DEVELOPMENTS LIMITED

for securing £23,050.00 due from the Company to JACK WOOLARD AND CONSTANCE
RAYNER WOOLARD

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 1st AUGUST 1992

Given under my hand at the Companies Registration Office,
Cardiff the 14th AUGUST 1992

No. 1879848

A handwritten signature in dark ink, appearing to read 'R. M. Groves'.

R. M. GROVES

an authorised officer

P 14/8/92

**Declaration of satisfaction
in full or in part
of mortgage or charge**

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

SSIC

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

To the Registrar of Companies

For official use

Company number

1879848

- Insert full name of company

Name of company

GOLDSBOROUGH DEVELOPMENTS LIMITED

1. ~~DAVID MORRIS~~ SHARON WARD

of TECHNO HOUSE LOW LANE HORSFORTH LEEDS

† Delete as appropriate

[a director] [the secretary] [the administrator] [the administrative receiver] of the above company, do

solemnly and sincerely declare that the debt for which the charge described below was given has been paid or satisfied in ~~full~~part it

† Insert a description of the instrument(s) creating or evidencing the charge, eg 'Mortgage', 'Charge', 'Deventure' etc.

Date and Description of charge: MORTGAGE DATED 24 JUNE 1992

Date of Registrations 25 JUNE 1992

Name and address of [chargee]/trustee for the debenture holders| FAITH WAIDE CRUMMACK
of 29 DORCHESTER ROAD, FIXBY

§ The date of registration may be confirmed from the certificate

Short particulars of property charged: 29 DORCHESTER ROAD, FIXBY

Ø Insert brief details of property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at Hay fourth field
West Yorkshire

Declarant to sign below

the 20th day of August
one thousand nine hundred and ninety two
before me [Signature]

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

Presenter's name, address and
reference to any):

WALKER & MORIS
SOLICITORS
DX 12051
LEEDS

For official use

Monday, 10/10/2006 10:00 AM

REGISTERED

27 AUG 1992

COMPANIES HOUSE
7th AUG 1992

M

COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

M134C

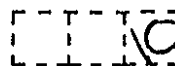
16/9

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

*Insert full name
of company

To the Registrar of Companies

For official use Company number



1879848

Name of company

GOLDSBOROUGH DEVELOPMENTS LIMITED

Date of creation of the charge

14 SEPTEMBER 1992

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

LEGAL CHARGE

Amount secured by the mortgage or charge

£1,000.00. (ONE THOUSAND POUNDS ONLY)

GP
Entire CO. 10

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

LADY RUTH MADELEINE DAWSON of 24 WENTWORTH COURT. HARROGATE

Postcode

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

WALKER MORRIS
SOLICITORS
DX 12051
LEEDS

For official use
Mortgage section

REGISTERED

15 SEP 1992

Post room

COMPANIES HOUSE

15 SEP 1992

70

Time critical reference

PT/24 WENTWORTH CT

Short particulars of all the property mortgaged or charged

24 WENTWORTH COURT
HARROGATE
NORTH YORKSHIRE

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

Walker Hons

Date

14/9/92

On behalf of [company] [mortgagee/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.

Page 2



The Solicitors' Law Stationery Society plc, Paulton House, 8 Shepherdess Walk, London N1 7LB

1985 Edition
589 F8728
5010503



**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 14th SEPTEMBER 1992
and created by GOLDSBOROUGH DEVELOPMENTS LIMITED

for securing £1,000.00 due from the Company to LADY RUTH MADELEINE DAWSON

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 15th SEPTEMBER 1992

Given under my hand at the Companies Registration Office,
Cardiff the 21st SEPTEMBER 1992

No. 1879848

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

J. P. DUGGAN,
an authorised officer

C.69

Dx 21/9/92



Particulars of a mortgage or charge

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

*Insert full name
of company

To the Registrar of Companies

For official use Company number

Name of company

* GOLDSBOROUGH DEVELOPMENTS LIMITED

Date of creation of the charge

9 OCTOBER 1992 ✓

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

LEGAL MORTGAGE ✓

Amount secured by the mortgage or charge

£7,050.00.

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

VERA WOODS of 134 ALMSFORD DRIVE, HARROGATE, NORTH YORKSHIRE

Postcode

14/10
Presentor's name, address and
reference (if any):

For official use
Mortgage section

REGISTERED

10 OCT 1992

Post room

COMPANIES HOUSE

10 OCT 1992

M

6

Time critical reference

P.T

Short particulars of all the property mortgaged or charged

134 ALMSFORD DRIVE. HARROGATE

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)

None

Signed

WALKER MORRIS

Date

9.10.92.

On behalf of [company] [mortgagee/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.

Page 2

OYEZ

The Solicitors' Law Stationery Society Ltd, Oyez House, 7 Spa Road, London SE16 3QQ

1985 Edition

192 F21702

5010503

Companies M395

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 9th OCTOBER 1992
and created by GOLDSBOROUGH DEVELOPMENTS LIMITED

for securing £7,050.00 due from the Company to VERA WOODS

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 10th OCTOBER 1992

Given under my hand at the Companies Registration Office,
Cardiff the 19th OCTOBER 1992

No. 1879848

A handwritten signature in dark ink, appearing to read 'J. M. Evans'.

J. M. EVANS
an authorised officer

C.69

DX 19/10

Particulars of a charge

395

Pursuant to section 395 of the Companies Act 1985

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering* Insert full name
of company

MS65C

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

[1112]

1879848

Name of company

* GOLDSBOROUGH DEVELOPMENTS LIMITED ("the Company")

Date of creation of the charge

12 October 1992

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

The Composite Guarantee and Debenture ("the Debenture") between (1) the Company and the other companies whose names are set out in Schedule 1 to the Debenture and (2) Midland Bank plc ("the Bank") as agent and trustee for itself and each of 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

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

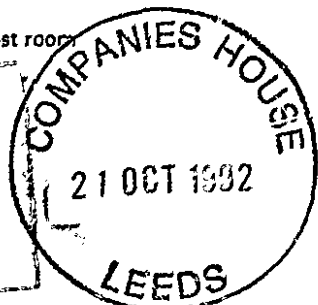
Simpson Curtis
41 Park Square
LEEDS LS1 2NS
Ref: ADW.92.2402.T

For official Use
Mortgage Section

Post room

REGISTERED

21 OCT 1992



Time critical reference

Please do not
write in
this margin

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

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 its Mortgaged Property 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 Charles

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 situated 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

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

Please do not
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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

1879848

Name of company

GOLDSBOROUGH DEVELOPMENTS LIMITED ("the Company")

limited*

*delete if
inappropriate

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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Please complete
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in black type, or
bold block lettering

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

THE PROPERTIESPlease complete
legibly, preferably
in black type, or
bold block lettering

<u>Property Description</u>	<u>Company</u>	<u>Title No/ Description</u>
Freehold land and premises Goldsbrough Nursing Home 76 Wellington Road Enfield, Middlesex	Goldsbrough Developments Limited	NGL 58225
Freehold land and premises 3 Wetherby Road, Leeds	Goldsbrough Developments Limited	WYK 381268
1A Wetherby Road Leeds	Goldsbrough Developments Limited	WYK 38221

- 1.2 with the exception of Rack Rent Leases (as defined in the Debenture) by way of legal mortgage all estates or interests in any freehold or leasehold property (except the Mortgaged Property) 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 its Shares (as defined in the Debenture) and all rights, benefits and advantages at any time accruing in respect thereof;
- 1.5 by way of first fixed charge all book debts and other debts and monetary claims, other than debts and other claims relating to Service Charges (as defined in the Debenture), now and from time to time due or owing to such Obligor and any Bank deposits and credit balances beneficially owned by such Obligor 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;
- 1.6 by way of first fixed charge and assignment its Intellectual Property (as defined in the Debenture);

Continued/...

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

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

Please complete
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in black type, or
bold block lettering

Company number

1879848

Name of company

GOLDSBOROUGH DEVELOPMENTS LIMITED ("the Company")

*delete if
inappropriate

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 mortgagees or persons entitled to the charge (continued)

Please complete
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in black type, or
bold block lettering

- 1.7 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
- 1.8 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 1.7).

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 (which includes 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) The security expressed to be created by the Debenture shall not apply to 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) 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 Section 151 to 158 of the Companies Act 1985.

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Particulars of a mortgage or charge (continued)

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

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

Company number

1879848

Name of company

GOLDSBOROUGH DEVELOPMENTS LIMITED ("the Company")

*delete if
inappropriate

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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in black type, or
bold block lettering

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

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

- (v) With reference to the Mortgaged Property the Company agrees and undertakes 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.
- (vi) 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.
- (vii) 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.

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 GOLDSBOROUGH DEVELOPMENTS 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. 1879848

A handwritten signature in dark ink, appearing to read 'Phil Davies'.

PHIL DAVIES

an authorised officer

C.69a(Y3)

26.10
Post.



COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

* insert full name
of company

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

M237c

1113

1879848

Name of company

* GOLDSBOROUGH DEVELOPMENTS LIMITED ("the Company")

Date of creation of the charge

7 OCTOBER 1993

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

Please see the attached Continuation Sheet

TRUST DEED

Amount secured by the mortgage or charge

All sums and liabilities (including without limitation all legal and other costs and expenses of the Banks or the Trustee 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 then were or may at any time thereafter 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 the Financing Documents (as defined in the Deed) or any of them).

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

Midland Bank plc, Poultry, London

as agent and trustee for itself and each of the Banks
(as defined in the charge)

Postcode

EC2P 2BX

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

Simpson Curtis
41 Park Square
LEEDS LS1 2NS

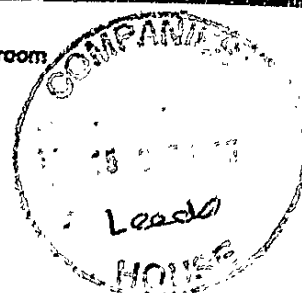
AWG.JW.093.3139.T

For official Use
Mortgage Section

REGISTERED

15 OCT 1993

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

The 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 (as defined in the Deed) has assigned and charged to the Trustee on its own behalf and on behalf of the Banks absolutely:-

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

- 1.1 by way of first legal mortgage all of its freehold and/or leasehold property from time to time vested in the Company (including without limitation the property details of which are set out below) and all buildings and fixtures and fittings and fixed plant and machinery and equipment thereon and the benefits of any covenant for title in relation thereto and the proceeds of any sale thereof and all insurances thereof and the proceeds of the same ("the Mortgaged Property");

Please see the attached Continuation Sheet

Particulars as to commission allowance or discount (note 3)

NIL

Signed Simpson Carter

Date 14 October 1993

On behalf of [company][mortgagee/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 mortgage or charge
(continued)**

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

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

Company number

1879848

*delete if
inappropriate

Name of company

GOLDSBOROUGH DEVELOPMENTS LIMITED ("the Company")

Limited*

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

A Trust Debenture ("the Deed") made between (1) the Company and (2) Midland Bank plc in its capacity as agent and trustee for itself and each of the Banks (being National Westminster Bank PLC, the Governor and Company of the Bank of Scotland and Midland Bank plc and their successors and assigns) ("the Banks") as defined in the Deed.

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

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binding margin

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

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

[illegible]

Property

The Leasehold land situate on the east side of Picktree Lane, Washington, Tyne & Wear comprised in a Lease dated 22 July 1988 made between Commission for the New Towns (1) and Financial & Professional (Hospital) Services (2) for a term of 80 years from 25 March 1988 at a current annual rent of £29,982 subject to review registered with absolute leasehold title under title number TY222310 at HM Land Registry.

- 1.2 with the exception of Rack Rent Leases (as defined in the Deed) by way of legal mortgage all estates or interests in any freehold or leasehold property (except the Mortgaged Property) wheresoever situate then or in the future belonging to it 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;
- 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 its stocks, shares, debentures, loan capital, rights to subscribe for convert or otherwise acquire any stocks, shares, debentures and/or loan capital of any other body corporate then and in future belonging to the Company together with all dividends, rights, interest and other income of whatsoever kind deriving therefrom or appertaining thereto and all rights, benefits and advantages at any time accruing in respect thereof;
- 1.5 by way of first fixed charge all book debts and other debts and monetary claims, other than debts and other claims relating to Service Charges (as defined in the Deed) then and from time to time due or owing to the Company and any bank deposits and credit balances and the accounts relating to the same (including without limitation the Receivables Account and the Receivables Balance) (each as defined in the Deed) 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;
- 1.6 by way of first fixed charge and assignment its trademarks, patents, designs, copyrights, licences, software, brand names and other rights in connection therewith or deriving therefrom including without limitation the right to receive any royalties or compensation in respect thereof any right to apply for any of the same and the benefit of any agreement in relation to the intellectual property rights of the Company with any third party;

Please see the attached Continuation Sheet

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

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

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

Please complete
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in black type, or
bold block lettering

Company number

1879848

Name of company

GOLDSBOROUGH DEVELOPMENTS LIMITED ("the Company")

Limited*

*delete if
inappropriate

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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- 1.7 by way of first fixed charge and assignment all present and future benefits in respect of all contracts and policies of insurance except the Mortgaged Property which are from time to time taken out by or on behalf of the Company or in which the 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
- 1.8 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 1.7 above).

Further (and independent of any other provision in the Deed) each Bank and the Trustee (on behalf of itself and in its capacity as Trustee for the Banks) is authorised without prior notice to or any consent of the Company 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 Bank any account with such Bank and in the case of the Trustee any account with the Trustee or any of the Banks (whether a current account or other account and whether an account subject to notice or not) or to appropriate, set off or apply all or any part of the monies therein in or towards the payment or discharge of any of the Secured Obligations due to such Bank or the Trustee as the Trustee may in its sole and absolute discretion think fit.

NOTE:

- (i) The Company may not, without the prior consent in writing of the Trustee, 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 (which includes 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 Deed.
- (ii) The Company will not, without the prior consent in writing of the Trustee, part with, sell, transfer or otherwise dispose of the whole or any part of its undertaking properties revenues or assets then or in the future, other than as permitted in the Deed.
- (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 Deed) and deliver such notices as the Trustee may require for the purposes specified in the Deed.

Please see the attached Continuation Sheet

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

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

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

Please complete
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in black type, or
bold block lettering

Company number

1879848

Name of company

GOLDSBOROUGH DEVELOPMENTS LIMITED ("the Company")

Limited*

*delete if
inappropriate

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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Please complete
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in black type, or
bold block lettering

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

- (iv) With reference to the Mortgaged Property the Company agrees and undertakes to the Trustee 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 Trustee but the Trustee 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 Trustee.
- (vi) The floating charge thereby created shall automatically be converted into a fixed charge in respect of any assets subject thereto which shall become subject to a fixed charge in favour of any other person or to a disposition contrary to the provisions of the Deed immediately upon such charge or disposition and also in respect of all the assets subject thereto if the Company shall without the prior written consent of the Trustee and the Banks cease to carry on business or to be a going concern. The Trustee may at any time by notice convert the floating charge into a fixed charge in the circumstances specified in the Deed.

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**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 7th OCTOBER 1993
and created by GOLDSBOROUGH DEVELOPMENTS LIMITED

for securing all moneys due or to become due from the Company to MIDLAND
BANK plc AS AGENT & TRUSTEE FOR ITSELF & EACH OF THE BANKS (AS DEFINED IN
THE CHARGE)

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 15th OCTOBER 1993

Given under my hand at the Companies Registration Office,
Cardiff the 20th OCTOBER 1993

No. 1879848

Jennifer V Tonks
JENNIFER V TONKS

an authorised officer

C.69