

# MR01

## Particulars of a charge

174797/13

# IRIS Laserform

**A fee is payable with this form**  
Please see 'How to pay' on the  
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MONDAY



A13

\*A34TDVOH\*  
31/03/2014  
COMPANIES HOUSE

#205

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☐ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument Use form MR08

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

### 1 Company details

Company number 04091902  
Company name in full Lightwater Valley Attractions Limited

16 For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 26/03/2014

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name Mark Bainbridge

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

# MR01

## Particulars of a charge

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### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

#### Continuation page

Please use a continuation page if you need to enter more details

Description

5

### Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

### Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Particulars of a charge

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**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X *DLA Pper UK LLP* X

This form must be signed by a person with an interest in the charge

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Michael Hudson

Company name DLA Piper UK LLP

Address India Buildings

Water Street

LIVERPOOL

Post town

County/Region

Postcode L 2 0 N H

Country

DX DX: 14103 Liverpool

Telephone 08700 111 111



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

#### For companies registered in England and Wales

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### For companies registered in Scotland

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### For companies registered in Northern Ireland

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number. 4091902

Charge code. 0409 1902 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th March 2014 and created by LIGHTWATER VALLEY ATTRACTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st March 2014

Given at Companies House, Cardiff on 3rd April 2014



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

This document creates legally binding obligations. You are advised to obtain independent legal advice before entering into this agreement.

DATED 26 March

2014

(1) MARK BAINBRIDGE

- and -

(2) LIGHTWATER VALLEY ATTRACTIONS LIMITED

## CHATTEL MORTGAGE

We hereby certify that, save for material redacted pursuant to S.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Date: 27 March 2014

Signed: DLA Piper UK LLP

DLA PIPER UK LLP.

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THIS MORTGAGE is made on 26 March

2014

**BETWEEN**

- (1) **MARK BAINBRIDGE** whose residential address is ("Lender")
- (2) **LIGHTWATER VALLEY ATTRACTIONS LIMITED** (company number 04091902) whose registered office is at Suite 37, the Colonnades, Albert Dock, Liverpool, Merseyside, L3 4AA ("Borrower")

**WHEREAS:**

- A The Lender has agreed, pursuant to a loan agreement dated on or about the date of this Mortgage ("**Loan Agreement**"). to provide the Borrower with a Loan on a secured basis
- B Under this deed, the Borrower provides security to the Borrower for the Loan made and other amounts payable under the Loan Agreement

**OPERATIVE PROVISIONS:**

**1. COVENANT TO PAY**

The Borrower hereby covenants that it will pay or discharge to the Lender on demand in writing made to the Borrower all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Borrower to the Lender (including all monies covenanted to be paid under this Mortgage) ("**Secured Obligations**"), together with interest to the date of payment at such rate as may from time to time be agreed between the Lender and the Borrower

**2. CHARGING PROVISIONS**

2 1 Subject to clause 2 2 below, the Borrower, with full title guarantee:

2 1 1 charges to the Lender by way of first legal mortgage the amusement rides described in Schedule 1 hereto together with all additions, alterations, accessories, replacements and renewals from time to time thereto and any component parts thereof from time to time held by the Borrower (whether or not attached thereto) (together "**Mortgaged Chattels**", which expression includes all or any part thereof),

2 1 2 hereby assigns by way of security to the Lender the benefit of any guarantee, warranty or other obligation in relation to the Mortgaged Chattels given or incurred by any manufacturer, supplier or other person and the benefit so far as enjoyed by the Borrower of all agreements for the maintenance, repair or upkeep of the Mortgaged Chattels,

2 1 3 hereby assigns by way of security to the Lender the benefit of all agreements now or hereafter entered into by the Borrower or the benefit of which is otherwise vested in the Borrower for the bailment or the hiring of the Mortgaged Chattels and all agreements now or hereafter entered into under which the Mortgaged Chattels are bailed or hired on hire purchase or sold under a conditional sale agreement or other instalment credit agreement and all sums now or hereafter due under any such agreement and the full benefit of any such agreement;

2 1 4 hereby assigns by way of security to the Lender the full benefit of the Borrower's rights and interests (if any) in and to all insurances effected by the Borrower or by any other person of the Mortgaged Chattels or the use thereof,

(the Mortgaged Chattels and all other rights and property assigned pursuant to clauses 2 1 1 to 2 1 4 above are together referred to as "**Mortgaged Property**", which expression includes all or any part thereof)

**TO HOLD** the same unto the Lender absolutely subject only to the proviso that on the payment and discharge to the Lender of all moneys and liabilities hereby covenanted to be paid and discharged by the Borrower and all other sums intended to be secured the Lender shall at the cost and expense of the Borrower and at its request duly re-assign the Mortgaged Property to the Company

2 2 This security shall be a continuing security to the Lender notwithstanding any settlement of accounts or other matter or thing whatsoever and shall be in addition to any other security now or in the future held by the Lender and shall unless otherwise agreed in writing by the Lender be a first fixed mortgage and if and in so far as this security or any part or parts thereof shall for any reason be ineffective as a fixed mortgage the security hereby constituted on such part or parts shall operate as a floating charge

2 3 The Borrower hereby warrants that it is the absolute beneficial owner of the Mortgaged Property free from any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance whatsoever

2 4 The Borrower shall not without the consent in writing of the Lender

2 4 1 sell, assign, hire, lease or part with or share possession or otherwise dispose of the Mortgaged Property, or agree to do any such thing, or permit or suffer any distress or execution to be levied upon the Mortgaged Property,

2 4 2 create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever upon the Mortgaged Property,

2 4 3 make or suffer to be made any alteration or addition of a substantial nature in or to the Mortgaged Property other than for the purpose of effecting repairs as hereinafter mentioned

### 3. **INTEREST**

The Borrower will pay interest on the money so due at the rate provided for in the Loan Agreement (whether before or after any judgment which may be recovered therefor) upon such days in each year as the Lender and the Borrower shall from time to time agree in writing or, in the absence of such agreement, as the Lender shall from time to time fix and (without prejudice to the right of the Lender to require payment of such interest) all such interest shall be compounded (both before and after any demand or judgement) upon such days in each year as the Lender shall from time to time fix

### 4. **FURTHER ASSURANCE**

The Borrower will at any time if and when required by the Lender, at its own cost and expense, execute in favour of the Lender or as the Lender shall direct such further legal or other assignments, mortgages, securities or charges as the Lender shall require of and on all

Mortgaged Property (including any vendor's lien) to secure all money and liabilities and other sums hereby agreed to be paid or intended to be hereby secured, such assignments, mortgages, securities or charges to be prepared by or on behalf of the Lender, give notice to such parties as the Lender may require of the assignments hereby effected and any such further legal or other assignments, mortgages, securities or charges and will take all such other steps and do any and all such acts and things as the Lender may require to perfect any of the same

## **5. POWERS AND REMEDIES OF LENDER**

- 5 1 The powers and remedies conferred on mortgagees by Section 101 of the Law of Property Act 1925 shall apply to this Mortgage but without the restrictions imposed by Section 103 of that Act
- 5 2 At any time after the Lender shall have demanded payment of any moneys or liabilities or other sums hereby secured the Lender may
- 5 2 1 take possession of collect and get in all or any part of the Mortgaged Property and for that purpose to take any proceedings in the name of the Borrower or otherwise as the Lender shall think fit,
- 5 2 2 sell or otherwise dispose of all or any part of the Mortgaged Property in such manner and generally on such terms and conditions as the Lender shall think fit,
- 5 2 3 make any arrangements or compromise in respect of the Mortgaged Property as the Lender shall think fit,
- 5 2 4 make and effect all repairs improvements and insurances to the Mortgaged Property,
- 5 2 5 appoint agents for the aforesaid purposes at such salaries as the Lender may determine,
- 5 2 6 do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which the Lender may lawfully do
- 5 3 The Lender in exercising its statutory power of sale and any receiver or receivers appointed by the Lender in exercising his or their powers hereunder or under any statutory power (a "Receiver" or "Receivers") shall be at liberty to sell the Mortgaged Property at such price and on such terms and conditions as it or he or they in its or his or their sole discretion think(s) fit and shall not be under any duty or obligation to obtain the best or any particular price Neither the Lender nor any such Receiver or Receivers shall be liable to the Borrower or any other party for any loss, damage, cost, suffered or incurred as a direct or indirect result of the Lender exercising its statutory power of sale as hereby varied or extended, or such Receiver or Receivers exercising his or their powers hereunder
- 5 4 In favour of a purchaser the money hereby secured shall be deemed to have become due on the day on which demand for payment thereof is made by the Lender and the statutory power of sale as hereby varied or extended shall be exercisable from and after that date, which date (without prejudice to the equitable right to redeem) shall be the redemption date

## 6. RECEIVERS

- 6 1 At any time after the Lender shall have demanded payment of any money or liabilities or other sums hereby secured, the Lender may, by writing under hand, appoint any person or persons to be a Receiver or Receivers of the Mortgaged Property to act, in the case of two or more Receivers, jointly severally or jointly and severally (as the Lender may specify in the appointment) and to the extent permitted by law remove any Receiver or Receivers so appointed and appoint another or others in his or their place,
- 6 2 A Receiver or Receivers so appointed shall have power in the name of or on behalf and at the cost of the Borrower or at his or their option (but only with the specific approval in writing of the Lender) in the name of the Lender or at his or their option in his or their own name(s) (and in any case notwithstanding any liquidation of the Borrower) to do or omit to do anything which the Borrower could do or omit to do in relation to the Mortgaged Property and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 and schedule 1 of the Insolvency Act 1986 and in particular (but without prejudice to the generality of the foregoing) any such Receiver or Receivers may
- 6 2 1 take possession of, collect and get in any of the Mortgaged Property and for that purpose take any proceedings in the name of the Borrower or otherwise as the Receiver or Receivers shall think fit,
- 6 2 2 raise or borrow any money from or incur any other liability to the Lender or any other person and on such terms as to interest or otherwise and with or without security as the Receiver or Receivers may think expedient and so that any such security may be or include a mortgage or charge on the Mortgaged Property,
- 6 2 3 forthwith and without the restriction imposed by Section 103 of the Law of Property Act 1925 sell, realise, dispose of or concur in selling, realising or disposing of (but where necessary with the leave of the Court) and accept surrenders of all or any of the Mortgaged Property and carry any such sale, realisation, disposal or surrender into effect by conveying, transferring, assigning, leasing, letting, letting out on hire purchase or accepting surrenders in the name and on behalf of the Borrower (or other the estate owner) and so that covenants and contractual obligations may be granted in the name of and so as to bind the Borrower (or other the estate owner) so far as the Receiver or Receivers may consider it necessary, appropriate or expedient for the exercise of the powers conferred by this Mortgage so to do Any such sale, realisation, disposal, lease, hire or hire purchase may be for cash, debentures or other valuable consideration and may be payable in a lump sum or by instalments spread over such period as the Receiver or Receivers shall think fit and so that any consideration received or receivable shall ipso facto forthwith be and become charged with the payment of all money and liabilities and other sums secured hereby,
- 6 2 4 promote the formation of a subsidiary or subsidiaries of the Borrower with a view to such subsidiary or subsidiaries purchasing, leasing, licensing or otherwise acquiring interests in or the use of all or any of the Mortgaged Property or with a view to such subsidiary or subsidiaries engaging employees or providing management or services or purchasing or selling agencies or distributors or for any other purpose or function which may be regarded as necessary or appropriate by such Receiver or Receivers from time to time,
- 6 2 5 arrange for such subsidiary or subsidiaries to trade or cease to trade as the Receiver or Receivers may think fit from time to time;

- 6 2 6      arrange for such purchase, lease, licence or acquisition of all or any of the Mortgaged Property by any such subsidiary or subsidiaries on a basis whereby the consideration may be for cash, shares, debentures, loan stock, convertible loan stock or other securities, shares or profits or sums calculated by reference to profits or turnover or royalties or licence fees or otherwise howsoever and whether or not secured on the assets of the subsidiary or subsidiaries and whether or not such consideration is payable or receivable in a lump sum or at any one time or a number of times or by instalments spread over such period as the Receiver or Receivers may think fit,
- 6 2 7      enter into any agreement or make any arrangement or compromise which he or they shall think expedient in respect of the Mortgaged Property,
- 6 2 8      make and effect all repairs, renewals, alterations and any improvements of the Mortgaged Property as the Receiver or Receivers may think fit,
- 6 2 9      appoint managers, agents, officers, servants and workmen for any of the aforesaid purposes at such salaries and for such periods as the Receiver or Receivers may determine,
- 6 2 10     cause the Borrower to grant such powers of attorney or appoint agents as the Receiver or Receivers may from time to time think expedient,
- 6 2 11     take any proceedings in relation to the Mortgaged Property in the name of the Borrower or otherwise as the Receiver or Receivers may think expedient,
- 6 2 12     insure the Mortgaged Property in such manner as the Receiver or Receivers may think fit or as the Lender shall from time to time direct,
- 6 2 13     exploit or make use of the Mortgaged Property with a view to profit or gain,
- 6 2 14     do all such other acts and things as may from time to time be considered by such Receiver or Receivers to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the realisation of the Lender's security or the exercise of his or their functions as Receiver or Receivers,
- 6 3      All money received by such Receiver or Receivers shall be applied first in payment of his or their remuneration and the costs of realisation including all costs and expenses of or incidental to any exercise of any power hereby conferred, secondly in providing for the matters specified in the first three paragraphs of sub-Section 8 of Section 109 of the Law of Property Act 1925 and thirdly (when so required) in or towards satisfaction of the money and liabilities and other sums hereby secured and all the foregoing provisions shall take effect as and by way of variation and extension of the provisions of Sections 99 to 109 inclusive of the said Act which provisions so varied and extended shall be regarded as incorporated herein,
- 6 4      Any Receiver or Receivers so appointed shall at all times and for all purposes be deemed to be the agent or agents of the Borrower and the Borrower shall be solely responsible for his or their acts or defaults and for his or their remuneration,
- 6 5      Any such Receiver or Receivers shall be entitled to remuneration for his or their services and the services of his or their firm(s) appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver or Receivers in accordance

with the current practice of the Receiver or Receivers or his or their firm(s) and without being limited by the maximum rate specified in Section 109(6) of the Law of Property Act 1925,

6 6 Only money actually paid by the Receiver or Receivers to the Lender shall be capable of being applied by the Lender in or towards satisfaction of any money or liabilities or other sums hereby secured

6 7 The powers conferred by this clause shall be in addition to all powers given by statute to the Lender or any Receiver

## **7. OTHER SECURITY**

7 1 The security hereby created is in addition to any other security or securities which the Lender may now or from time to time hold or take from the Borrower

7 2 The restriction on the right of consolidating mortgage securities contained in Section 93 of the Law of Property Act 1925 shall not apply to this Mortgage or any further or other security entered in to pursuant to this Mortgage

## **8. BORROWER'S COVENANTS**

During the continuance of this security the Borrower shall

8 1 punctually pay all licence fees, duties, registration charges and all outgoings of whatsoever nature in respect of the Mortgaged Property and shall keep or cause the Mortgaged Property to be kept from being distrained for recovery of the same or from being taken under any execution, liens or other legal process and shall at all times on demand produce to the Lender or its authorised agents the receipt for such payments and in default thereof it shall be lawful (but not obligatory) for the Lender to pay and discharge such sums which at any time may be or become due, assessed or payable in respect of the Mortgaged Property and the Borrower shall repay the same to the Lender on demand,

8 2 not use the Mortgaged Chattels nor permit them to be used for any purpose for which they are not designed or reasonably suitable,

8 3 not use nor permit the Mortgaged Chattels to be used in any way contrary to law and shall comply with the requirements of any law so far as the same relate to or affect the Mortgaged Chattels or the user thereof and shall forthwith execute or cause to be executed all works that are thereby required by any law to be executed upon or in connection with the Mortgaged Chattels,

8 4 indemnify the Lender and any Receiver appointed by the Lender hereunder against all claims, demands, liabilities and costs made or incurred or proceedings brought in respect of any loss, damage or injury whatsoever arising out of or in connection with the Mortgaged Chattels, their manufacture, selection, delivery, possession, use or operation,

8 5 keep the Mortgaged Chattels and any part thereof in a good state of repair and condition and in good working order and replace any part or parts of the Mortgaged Chattels as may be destroyed, damaged or worn out with new parts of similar quality and permit the Lender or any person nominated by it at all reasonable times to view the state of the Mortgaged Chattels and the Borrower shall carry out such repair thereto as the Lender shall consider necessary,

- 8 6 insure and keep insured the Mortgaged Chattels with an office acceptable to the Lender to their full replacement value against all usual comprehensive risks of loss or damage to the Mortgaged Chattels and on such other terms as the Lender may from time to time direct. The Borrower shall (at the option of the Lender) insure the Mortgaged Chattels in the joint names of the Lender and the Borrower or cause notice of the interest of the Lender to be noted on the policies. All moneys which may at any time hereafter be received or receivable under any insurance in respect of the Mortgaged Chattels whether or not effected pursuant to the foregoing provision shall be applied in replacing restoring or reinstating the property destroyed or damaged or in such other manner the Lender shall direct.
- 8 7 (unless otherwise agreed by the Lender) deliver to the Lender all policies referred to in sub-clause 8 6 hereof,
- 8 8 duly pay the premiums and other sums of money payable in respect of any insurance referred to in sub-clause 8 6 hereof and immediately after every such payment produce to the Lender the receipt for the same,
- 8 9 not in any manner or by any means cause the insurance referred to in sub-clause 8 6 hereof to be avoided or lessen or suffer to be lessened the value of the Mortgaged Chattels fair wear and tear excepted,
- 8 10 not make any alterations to the Mortgaged Chattels if as a result of such alterations the value of the Mortgaged Chattels is reduced, and
- 8 11 forthwith notify the Lender of any loss or destruction or any damage to the Mortgaged Chattels.

## 9. ATTORNEY

- 9 1 By way of security the Borrower hereby irrevocably appoints the Lender and the persons deriving title under it and its and their substitutes and any Receiver or Receivers appointed under the foregoing provisions hereof jointly and also severally to be its attorney for it and in its name and on its behalf and as its act and deed or otherwise to execute any documents and do any acts and things which -
- 9 1 1 the Borrower is required to execute and do under this Mortgage, or
- 9 1 2 the attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Mortgage or by law on the Lender, any person deriving title under it and its and their substitutes and any Receiver or Receivers.
- 9 2 Without prejudice to the generality of the foregoing, the Borrower hereby covenants with the Lender and separately with any such Receiver or Receivers as aforesaid that if required so to do it will ratify and confirm
- 9 2 1 all transactions entered into by the Lender or any such Receiver or Receivers or by the Borrower at its, his or their instance in the exercise or purported exercise of its, his or their powers,
- 9 2 2 all transactions entered into by the Lender or any such Receiver or Receivers in signing, sealing, delivering, executing as a deed and otherwise perfecting any assignment, mortgage security, charge, deed, assurance or act as aforesaid.

## **10. REPAIRS AND INSURANCE**

In case of default by the Borrower in repairing or keeping in good condition or insuring the Mortgaged Chattels or any part thereof or in observing or performing any of the covenants or stipulations affecting the same the Borrower shall effect such repairs or insurance or generally do all such acts and pay all such costs, charges and expenses as the Lender may consider necessary acting reasonably to prevent or remedy any breach of covenant or stipulation or to comply with or object to any such notice and any costs, charges or expenses so incurred by the Lender shall be reimbursed by the Borrower

## **11. THIRD PARTIES**

No purchaser mortgagee or other person or company dealing with the Lender or any Receiver or Receivers or its or his or their agents shall be concerned to enquire whether the moneys hereby secured have become payable or whether the power which such Receiver or Receivers is or are purporting to exercise has become exercisable or whether any money remains due on this Mortgage or to see to the application of any money paid to the Lender or to such Receiver or Receivers

## **12. NOTICES**

- 12 1 Any notice or demand by the Lender shall be deemed to have been sufficiently given or made if
  - 12 1 1 sent by hand or prepaid letter post to the registered office address of the Borrower stated herein or the address of the Borrower last known to the Lender, or
  - 12 1 2 sent by facsimile to the last known facsimile number relating to any such address,
- 12 2 Any such notice or demand shall be deemed to have been served on the Borrower,
  - 12 2 1 at the time of delivery if sent by hand,
  - 12 2 2 at noon on the second day after the letter was posted, if sent by prepaid letter post, or
  - 12 2 3 at the time of transmission if sent by facsimile,
  - 12 2 4 on the expiry of 48 hours from time of despatch in any other case,
- 12 3 Service of legal proceedings in the manner described in sub-clause 12 1 1 above shall be deemed to constitute good service

## **13. MISCELLANEOUS**

- 13 1 Each of the provisions in this Mortgage shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby
- 13 2 Section 61 of the Law of Property Act 1925 shall apply to this Mortgage

#### **14 GOVERNING LAW AND JURISDICTION**

This Mortgage shall be governed by and construed in accordance with English law and the parties hereby submit for all purposes in connection with this mortgage to the exclusive jurisdiction of the English Courts

**IN WITNESS** where of the Borrower has executed this Mortgage as a deed and has delivered it upon dating it


## SCHEDULE: MORTGAGED CHATTELS

1	KMG Afterburner	
	Year of Manufacture	2004
	Serial Number	KMG-2003-FRB-24P-086-
	Park Name	The Eagles Claw

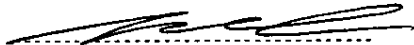
Executed as a **DEED**, but not delivered until )  
the first date specified on page 1, by )  
**LIGHTWATER VALLEY** )  
**ATTRACTIONS LIMITED** by a director in )  
the presence of a witness

Signature

Name (block capitals)

  
.....  
**ALLAN LEECH**  
Director

Witness signature



Witness name  
(block capitals)

.....  
**ANTHONY WILD**

Witness address

.....  
**ATTWOOD HOUSE**  
.....  
**MARLAND HILL**  
.....  
**BOLTON BL 134**

Executed as a **DEED**, but not delivered until )  
the first date specified on page 1, by **MARK** )  
**BAINBRIDGE** in the presence of a witness )

Signature

Name (block capitals)

.....  
.....

Witness signature

.....

Witness name  
(block capitals)

.....

Witness address

.....  
.....  
.....