

MG01

Particulars of a mortgage or charge

1062605/117



A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

What this form is for
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

What this form is NOT for
You cannot use
particulars of a
company To do
form MG01s

For further information, please
visit
gov.uk

WEDNESDAY



A22 *A1EV06LL* #302
08/08/2012
COMPANIES HOUSE 6

Official use

1 Company details

Company number 0 0 0 4 7 6 8 4

Company name in full Hotchkiss Patents and Investments Limited (the "Company")

→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 03 08 20 12

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Composite guarantee and debenture (the "Composite Guarantee and Debenture") dated 3 August 2012 executed by the Company, Blackpool Pleasure Beach Limited, Blackpool Leisure and Amusement Consultancy Limited, Cable Chutes (Blackpool) Limited, Cable Chutes II Limited, Ocean Boulevard II Limited and Blackpool Pleasure Beach (Holdings) Limited (together the "Initial Charging Companies") in favour of Lancashire County Council (the "Creditor")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured 1 Each Charging Company (as defined below) as principal obligor irrevocably and unconditionally

(a) guarantees to the Creditor full, prompt and complete performance by each other Charging Company of all of the Secured Obligations (as defined below) owing by such Charging Company and the due and punctual payment of all the sums comprised in the Secured Obligations owing by each such Charging Company as and when they become due and payable under the terms of the Finance Documents (as defined below);

(cont..)

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name	Lancashire County Council
Address	PO Box 78 County Hall, Preston
	Lancashire
Postcode	P R 1 8 X J
Name	
Address	
Postcode	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars	<p>1 Pursuant to the provisions of the Composite Guarantee and Debenture, as a continuing security for the payment of the Secured Obligations, each Charging Company, with full title guarantee, charges, and agrees to charge, in favour of the Creditor the following assets which are at any time owned by such Charging Company, or in which such Charging Company is from time to time interested</p> <p>(a) by way of first legal mortgage all the freehold and leasehold property (if any) vested in or charged to such Charging Company together with all buildings and fixtures (including trade fixtures) at any time thereon,</p> <p>(b) by way of first fixed charge all other interests (not being charged by (a)) in any freehold or leasehold property vested in or charged to such Charging Company, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,</p> <p>(c) by way of first fixed charge all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same,</p> <p>(d) by way of first fixed charge all rights and interests of such Charging Company in, and claims under, the Insurances (as defined below) and all proceeds thereof held by, or written in favour of, such Charging Company or in which such Charging Company is otherwise interested,</p> <p>(e) by way of first fixed charge all its right, title, interest and benefit in and to the Collections Accounts (as defined below), all monies standing to the credit of the Collections Accounts, all interest accrued on monies standing to the credit of the Collections Accounts and all rights of such Charging Company to repayment of any of the foregoing,</p>
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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

None

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature *RICHARD J*
X *for and on behalf of RANNOE LLP* *X*

7th August 2012

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

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Richard Cowan**

Company name **Pannone LLP**

Address **123 Deansgate**

Post town **Manchester**

County/Region

Postcode **M 3 2 B U**

Country

DX **14314 Manchester 1**

Telephone **0161 909 8767**



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 the original deed with this form
- You have entered the date the charge was created
- You have supplied the description of the instrument
- You have given details of the amount secured by the mortgagee or chargee
- You have given details of the mortgagee(s) or person(s) entitled to the charge
- You have entered the short particulars of all the property mortgaged or charged
- You have signed the form
- You have enclosed the correct fee



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

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 or email 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

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4	Amount secured
Amount secured	<p data-bbox="311 369 1045 403">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="311 414 1508 548">(b) undertakes to the Creditor that if any of the other Charging Companies fails to pay any sum comprised in the Secured Obligations on its due date it will pay such sum on demand as if it instead of such other Charging Company were the principal obligor in respect of those Secured Obligations; and</p> <p data-bbox="311 571 1508 660">(c) undertakes to indemnify the Creditor as an additional and independent obligation against all losses, damages, costs and expenses arising from any failure by any of the other Charging Companies to pay the sums comprised in the Secured Obligations as and when they fall due;</p> <p data-bbox="311 694 1508 873">2 Each of the Charging Companies, as principal obligor and not merely as surety, covenants with the Creditor that it will pay or discharge on demand the Secured Obligations as and when they fall due and payable under the terms of the Finance Documents Any such amount not paid when due shall bear interest (as well after as before judgment and payable on demand) at the Default Rate (as defined below) from the due date until the date such amount is unconditionally and irrevocably paid and discharged in full, and</p> <p data-bbox="311 907 1149 940">3 In this form MG01, the following terms have the following meanings:</p> <p data-bbox="311 974 1508 1064">"Charging Companies" means the Initial Charging Companies and any company which accedes to the terms of the Composite Guarantee and Debenture pursuant to the terms of a duly executed Deed of Accession (each a "Charging Company"),</p> <p data-bbox="311 1086 1508 1153">"Deed of Accession" means a deed of accession to the Composite Guarantee and Debenture in the form set out in schedule 5 of the Composite Guarantee and Debenture,</p> <p data-bbox="311 1176 1508 1243">"Default Rate" means ten and two tenths of a per cent (10 2%) above the base lending rate of The Royal Bank of Scotland plc from time to time,</p> <p data-bbox="311 1265 1508 1332">"Facilities Agreement" means the facility agreement dated 3 August 2012 made between the Creditor and Blackpool Pleasure Beach Limited,</p> <p data-bbox="311 1355 1508 1444">"Finance Documents" means the Composite Guarantee and Debenture, the Facilities Agreement, the Intercreditor Deed, the Legal Charges and any other documents designated as such in writing by the Creditor and the Initial Charging Companies from time to time;</p> <p data-bbox="311 1467 1508 1691">"Intercreditor Deed" means the intercreditor deed as amended and restated on 3 August 2012 between (1) The Royal Bank of Scotland plc acting as agent for the National Westminster Bank plc; (2) Blackpool Borough Council; (3) South Shore Mutual Insurance Company Limited, (4) Monitor and Merrimac Limited, Fiona Carolyn Gilje, Nicholas William Robert Thompson, Charles Graham Douglas Kidson, Peter James Bates and Amanda Jean Thompson, (5) Blackpool Pleasure Beach (Holdings) Limited; (6) Blackpool Pleasure Beach Limited, (7) the Subsidiaries (as such term is defined therein), and (8) the Creditor,</p> <p data-bbox="311 1713 1508 1780">"Legal Charges" means the legal charges dated 3 August 2012 granted by Blackpool Pleasure Beach Limited and Ocean Boulevard II Limited in favour of the Creditor, and</p> <p data-bbox="311 1803 1508 1937">"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether as principal or surety and whether owed jointly or severally or in any other capacity whatsoever) of each Charging Company to the Creditor under the Finance Documents, to which such Charging Company is a party.</p>

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

(f) by way of first fixed charge all monies standing to the credit of such Charging Company from time to time on any and all accounts with any bank, financial institution, or other person,

(g) by way of first fixed charge all Intellectual Property (as defined below),

(h) by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by such Charging Company in connection with its business or the use of any of its assets,

(i) to the extent not effectively assigned under paragraph 2 below (Assignment), by way of first fixed charge all Receivables (as defined below),

(j) by way of first fixed charge all the goodwill and uncalled capital of such Charging Company, and

(k) by way of first fixed charge all the Charged Shares (as defined below) together with all the Related Rights (as defined below) from time to time accruing thereto;

2 Pursuant to the terms of the Composite Guarantee and Debenture, as a continuing security for the payment of the Secured Obligations, each Charging Company, with full title guarantee, assigned and agreed to assign absolutely in favour of the Creditor all the rights, title, interest and benefit of such Charging Company in and to the Receivables,

3 Pursuant to the terms of the Composite Guarantee and Debenture, as further continuing security for the payment of the Secured Obligations, each Charging Company charges with full title guarantee in favour of the Creditor by way of first floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future not effectively charged by way of first fixed mortgage or charge pursuant to the provisions of paragraph 1 above, including, without prejudice to the generality of the foregoing, heritable property and all other property and assets in Scotland,

4 Pursuant to the terms of the Composite Guarantee and Debenture, the Creditor may by written notice to a Charging Company convert the floating charge created by the Composite Guarantee and Debenture into a fixed charge as regards all or any of that Charging Company's assets specified in the notice if

(a) an Event of Default (as defined below) has occurred and is continuing, or

(b) the Creditor in its reasonable opinion considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

5 Pursuant to the terms of the Composite Guarantee and Debenture, the floating charge created by a Charging Company under the Composite Guarantee and Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to any of the Charged Assets (as defined below) subject to the floating charge created by paragraph 3 above (a "Floating Charge Asset") if such Charging Company creates (or purports to create) an Encumbrance (as defined below) (other than a Permitted Encumbrance (as defined below)) on or over the relevant Floating Charge Asset without the prior consent in writing of the Creditor or if any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Floating Charge Asset,

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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6. The Composite Guarantee and Debenture shall be in addition to, and without prejudice to and shall not merge with, any other right, remedy, guarantee, mortgage or other security which the Creditor may at any time hold for any of the Secured Obligations and the Composite Guarantee and Debenture may be enforced against each or any Charging Company without the Creditor first having recourse to any other right, remedy, guarantee, mortgage or other security held or available to it;

7 The Composite Guarantee and Debenture shall remain in full force and effect as a continuing security until the Creditor shall have certified in writing that the Secured Obligations have been unconditionally and irrevocably discharged in full,

8 Pursuant to the terms of the Composite Guarantee and Debenture, save as expressly permitted by the terms of the Finance Documents, each Charging Company severally covenants with the Creditor that, during the continuance of the security created by the Composite Guarantee and Debenture, it shall not without the prior written consent of the Creditor:

(a) create or permit to subsist any Encumbrance (other than a Permitted Encumbrance) upon any of the Charged Assets, and

(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of the Charged Assets save for a Permitted Disposal (as defined below),

9 Pursuant to the terms of the Composite Guarantee and Debenture, each Charging Company will, whenever requested in writing by the Creditor (acting reasonably) and at its own expense, promptly execute such deeds or documents and take any action required by the Creditor to perfect and protect the security created (or intended to be created) by the Composite Guarantee and Debenture to facilitate the realisation thereof or otherwise to enforce the same or exercise any of the rights of the Creditor thereunder. In particular, but without limitation, each Charging Company will

(a) execute a valid legal mortgage in such form as the Creditor shall reasonably require of any freehold or leasehold property as at the date of the Composite Guarantee and Debenture or in the future belonging to such Charging Company which is not hereby effectively charged by way of legal mortgage,

(b) execute a legal assignment in such form as the Creditor may reasonably require over all or any of the Receivables and give notice of such assignment to the relevant Debtors (as defined below),

(c) execute a valid fixed charge in such form as the Creditor may reasonably require over any asset the subject of the floating charge thereunder, and

(d) otherwise execute all transfers, assignments, conveyances and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Creditor may reasonably think expedient,

(cont)

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

10. Pursuant to the terms of the Composite Guarantee and Debenture, the security constituted by the Composite Guarantee and Debenture shall become immediately enforceable upon the occurrence of an Event of Default which is continuing and the power of sale and other powers conferred by section 101 of the Act (as defined below), as varied or amended by the Composite Guarantee and Debenture, shall be immediately exercisable upon and at any time after the occurrence of any Event of Default. After the security constituted by the Composite Guarantee and Debenture has become enforceable, the Creditor may in its absolute discretion enforce all or any part of this security in such manner as it sees fit;

11 Pursuant to the terms of the Composite Guarantee and Debenture, for the purposes of all powers implied by statute, the Secured Obligations shall be deemed to have become due and payable on the date of the Composite Guarantee and Debenture and sections 93 and 103 of the Act shall not apply to the security constituted by the Composite Guarantee and Debenture. The statutory powers of leasing conferred on the Creditor shall be extended so as to authorise the Creditor to lease, make agreements for leases, accept surrenders of leases and grant options as the Creditor shall think fit and without the need to comply with any of the provisions of sections 99 and 100 of the Act;

12 Pursuant to the terms of the Composite Guarantee and Debenture, at any time after the security constituted by the Composite Guarantee and Debenture becomes enforceable, or if so requested by any Charging Company by written notice at any time, the Creditor may without further notice appoint any person (or persons) to be a Receiver (as defined below) of all or any part of the Charged Assets and/or of the income thereof; and

13 In this form MG01, the following terms have the following meanings

"Act" means the Law of Property Act 1925,

"Charged Assets" means all property and assets from time to time charged by or pursuant to the Composite Guarantee and Debenture,

"Charged Shares" means all shares, stocks, debentures, bonds, warrants, coupons or other securities and Investments owned at any time by any Charging Company;

"Collections Accounts" has the meaning ascribed to that term in clause 11.1(b)(i) of the Composite Guarantee and Debenture, being the accounts in which each Charging Company must upon receipt pay all monies which it may receive in respect of Receivables into such specifically designated account(s) with the Creditor or such other account(s) with such other bank as the Creditor may from time to time direct together with all additions to or renewals or replacements thereof (in whatever currency),

"Debtor" means any person who is liable (whether as principal debtor or as surety and whether actually or contingently) to discharge or pay a Receivable;

"Encumbrance" means a mortgage, charge, pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Events of Default" shall have the meaning ascribed to it in clause 15.1 of the Composite Guarantee and Debenture;

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(cont)

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"Guarantee" means the guarantee and indemnity contained in paragraphs 1 to 3 (inclusive) above, as extended by Schedule 2 of the Composite Guarantee and Debenture,

"Insurances" means the policies of insurance in which a Charging Company has an interest from time to time,

"Intellectual Property" means all intellectual property rights including without limitation:

(a) any patents, trade marks, service marks, designs, domain names, business names, copyrights, design rights, database rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and

(b) the benefit of all applications and rights to use such assets of each Charging Company,

"Investments" means shares, certificates of deposit, debentures and other investments as defined in part II of schedule II to the Financial Services and Markets Act 2000,

"Permitted Disposal" means any sale, lease, licence, transfer or other disposal which, except in the case of paragraph (b), is on arm's length terms.

(a) of trading stock or cash made by any Charging Company in the ordinary course of trading of the disposing entity,

(b) of any asset by a Charging Company (the "Disposing Company") to another Charging Company (the "Acquiring Company"),

(c) of assets in exchange for other assets comparable or superior as to type, value or quality; and

(d) of obsolete or redundant vehicles, plant and equipment for cash,

"Permitted Encumbrance" means an Encumbrance which has been consented to in writing by the Creditor or a Permitted Security Right as such term is defined in the Facilities Agreement;

"Receivables" means

(a) all present and future book and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts recoverable or receivable by any Charging Company from other persons or due or owing to such Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever),

(b) the benefit of all rights and remedies relating to any of the foregoing including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Encumbrances, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights;

(c) all proceeds of any of the foregoing;

"Receiver" means any receiver, administrator or receiver and manager appointed by the Creditor under the Composite Guarantee and Debenture, and

"Related Rights" means, in relation to any Investments or Charged Shares, all dividends, distributions and other income paid or payable on the relevant Investment or Charged Shares (as the case may be), together with (a) all shares or other property derived from the relevant

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Short particulars

Investment or Charged Shares (as the case may be) and (b) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Charged Shares (whether by way of conversion, redemption, bonus, preference, option or otherwise),



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 47684
CHARGE NO. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 3 AUGUST 2012 AND CREATED BY
HOTCHKISS PATENTS AND INVESTMENTS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH CHARGING COMPANY TO LANCASHIRE COUNTY
COUNCIL ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
8 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 AUGUST 2012

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