

# M

COMPANIES FORM No. 395

130628/13

## Particulars of a mortgage or charge

# 395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

Name of company

\* K W Reader & Sons Limited (Company)

Date of creation of the charge

26 March 2008

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

A Chattel Mortgage entered into between (1) the Company and (2) the Chargee  
(Chattel Mortgage)

Amount secured by the mortgage or charge

All moneys and liabilities now or after the date of the Chattel Mortgage due owing or incurred by the Company to the Chargee under the Loan Agreement, the Chattel Mortgage or any related agreement in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such moneys and liabilities and all costs, charges and expenses incurred by the Chargee (Secured Obligations)

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

Bank of Scotland plc, The Mound, Edinburgh (Chargee)

Postcode EH1 1YZ

Presentor's name address and reference (if any)

Addleshaw Goddard LLP  
100 Barbirolli Square  
Manchester  
M2 3AB

Time critical reference  
2079295

For official Use (06/2005)  
Mortgage Section

Post room

FRIDAY



A50  
28/03/2008  
COMPANIES HOUSE  
184

Short particulars of all the property mortgaged or charged

(1) The Company charges and assigns absolutely and unconditionally to the Chargee with full title guarantee, by way of a specific first charge, all of its right, title and interest in and to the Assets, together with the benefit of

(a) all agreements, instruments and rights relating to the Assets,

(b) the benefit of all maintenance agreements and all Intellectual Property relating to the Assets

(2) Negative Pledge

(a) The Company shall not create or permit to subsist any Security over the Assets

Continued

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

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

Notes

† delete as appropriate

- 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

\*Insert full name  
of Company

\* K W Reader & Sons Limited (Company)

Addendum 1/4

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

Addendum 2/4

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

Addendum 3/4

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

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

(b) The Company shall not sell, transfer or otherwise dispose of any Assets on terms whereby they are or may be leased to or re-acquired by the Company in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset

Clauses 2(a) and 2(b) above do not apply to any Security or arrangement which is permitted by the Chargee in writing

With respect to this form 395 the defined terms shall have the following meanings

**Assets** means the plant, machinery, goods, chattels or other equipment (whether already acquired or to be acquired) specified in the schedule attached to this form 395 (including all engines, appliances, parts, spare parts, instruments, appurtenances, accessories and other equipment of any kind installed on, or in, such goods or chattels) and any and all substitutions, alterations, replacements, renewals and additions made for or, in or to the same or any part of the same after the date of the Chattel Mortgage and, where the context so permits, any part or parts of them

**Business Day** means a day (other than a Saturday or a Sunday) on which banks are open for general business in London

**Financial Indebtedness** means any indebtedness for or in respect of

(a) monies borrowed

(b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock, or any similar instrument

Name of company

\*insert full name  
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(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the generally accepted accounting principles in the United Kingdom, be treated as a finance or capital lease

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis)

(f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value as at the relevant date on which Financial Indebtedness is calculated (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account)

(g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution

(h) any amount of any liability under an advance or deferred purchase agreement if (a) one of the primary reasons behind entering into the agreement is to raise finance or (b) the agreement is in respect of the supply of assets or services and payment is due more than 60 Business Days after the date of supply

(i) any amount raised under any other transaction (including any forward sale or purchase agreement and any sale and leaseback arrangement) having the commercial or economic effect of a borrowing and

the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (i)

**Intellectual Property** means

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

(b) the benefit of all application and rights to use such assets of the Company

**Loan Agreement** means the loan agreement entered into between the Company and the Chargee on the date of the Chattel Mortgage

**Security** means any mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect

**Treasury Transactions** means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price

Company number

02709454

Name of company

\*insert full name  
of Company

\* K W Reader & Sons Limited (Company)

## The Schedule

### The Assets

Make	Model	Serial Number
Kolmax	Miami Surf Funfair Ride	4908
Adalio	Hammer Funfair Game	27 F8 ZE



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

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

**COMPANY NO. 2709454  
CHARGE NO. 14**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHATTEL MORTGAGE DATED 26  
MARCH 2008 AND CREATED BY K.W. READER & SONS  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO BANK OF SCOTLAND PLC  
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT  
1985 ON THE 28 MARCH 2008**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 APRIL 2008**



*Companies House*  
— for the record —

PJ



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