

MG01

Particulars of a mortgage or charge



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LASERFORM

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 this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s

WEDNESDAY



LD3

LC7USQJZ

05/01/2011

COMPANIES HOUSE

54

1

Company details

Company number

0 2 1 8 2 0 9 8

Company name in full

MERLIN ENTERTAINMENTS (SEA LIFE) LIMITED (the **Chargor**)

67 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 *

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Date of creation of charge

Date of creation

d1 d7 m1 m2 y2 y0 y1 y0

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

A Supplemental Security Agreement dated 17 December 2010 (the **Charge**) relating to a confirmatory security agreement dated 5 August 2010 (the **Confirmatory Security Agreement**) between Merlin Entertainments Group Luxembourg 2 S à r l (the **Parent**), the Chargor and UniCredit Bank AG, London Branch (formerly known as Bayerische Hypo-Und Vereinsbank AG, London Branch) (the **Security Agent**) as agent and trustee for itself and the Senior Creditors (as defined in the continuation sheet attached)

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Amount secured

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

Amount secured

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to each Finance Party under each Finance Document including those obligations and liabilities as they are amended by the Amendment and Restatement Agreement (the **Secured Liabilities**)

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 UniCredit Bank AG, London Branch

Address Moor House, 120 London Wall

London

Postcode E C 2 Y 5 E T

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

Please see attached continuation sheets

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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

Nil

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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 866).

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 870). 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).

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Signature

Please sign the form here

Signature

Signature

X Allen & Overy LLP X

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 **Nikhil Chary (0013732-0000054)**

Company name **Allen & Overy LLP**

Address **One Bishops Square**

Post town **London**

County/Region

Postcode **E 1 6 A D**

Country

DX

Telephone **020 3088 4339**



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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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1. CREATION OF SECURITY

1.1 General

- (a) All the security created under this Deed
 - (i) was created in favour of the Facility Agent,
 - (ii) was created over present and future assets of the Chargor,
 - (iii) is security for the payment and satisfaction of all the Secured Liabilities, and
 - (iv) was made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) The Facility Agent holds the benefit of this Deed on trust for the Finance Parties
- (c) All the security created under this Deed
 - (i) was created in case the security created by the Original Security Agreements does not secure all of the Secured Liabilities, and
 - (ii) was created in addition to and does not affect the security created by the Original Security Agreements
- (d) It was provided that, where the Charge purports to create a first fixed Security Interest, that Security Interest will be a second ranking Security Interest ranking subject to the equivalent Security Interest created by the Original Security Agreements until such time as the Security Interest created by the Original Security Agreements ceases to have effect
- (e) It was agreed that, where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreements and the same asset or right is expressed to be assigned again under this Deed, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant security interest created by the Original Security Agreements ceases to have effect at a time when this Deed still has effect

1.2 Land

- (a) The Chargor as continuing security for the payment, discharge and performance of all Secured Liabilities at any time owed or due to the Senior Creditors (or any of them), charges in favour of the Security Agent (as agent and trustee for the Senior Creditors) by way of a first legal mortgage the property specified in the Schedule under the heading Real Property
- (b) A reference in this Subclause to a mortgage or charge of any freehold or leasehold property includes
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title

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| | Please give the short particulars of the property mortgaged or charged |
| Short particulars | <p style="text-align: right;">of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants</p> <p>1.3 Confirmation</p> <p>The Chargor confirms that, as security for the payment of the Secured Liabilities</p> <p>(a) it has charged in favour of the Facility Agent by way of first fixed charge</p> <p style="padding-left: 40px;">(i) the relevant assets relating to the property specified in the Schedule of the Original Security Agreements, and</p> <p style="padding-left: 40px;">(ii) the relevant assets relating to the property referred to in clause 3 (Fixed Security) of the Original Security Agreements,</p> <p>(b) it has assigned to the Facility Agent by way of security the assets relating to the property</p> <p style="padding-left: 40px;">(i) specified in the Schedule of the Original Security Agreements, and</p> <p style="padding-left: 40px;">(ii) referred to in clause 4 (Assignments) of the Original Security Agreements,</p> <p>(c) it has charged in favour of the Facility Agent by way of first fixed charge</p> <p style="padding-left: 40px;">(i) the relevant assets relating to the property specified in the Schedule of the Confirmatory Security Agreement, and</p> <p style="padding-left: 40px;">(ii) the relevant assets relating to the property referred to in clause 4 (Fixed Security) of the Confirmatory Security Agreement, and/or</p> <p>(d) it has assigned to the Facility Agent (but only to the extent set out in the Confirmatory Security Agreement) by way of security the assets relating to the property</p> <p style="padding-left: 40px;">(i) specified in the Schedule of the Confirmatory Security Agreement, and</p> <p style="padding-left: 40px;">(ii) referred to in clause 5 (Assignments) of the Original Security Agreements</p> <p>2. FURTHER NEGATIVE PLEDGE PROVISION</p> <p>It was agreed that, if the Chargor creates or permits to subsist any Security Interest in breach of the provisions of Clause 27 17 (<i>Negative pledge</i>) of the Facilities Agreement then, to the extent possible under applicable law, all the obligations of the Chargor under each of the Finance Documents shall automatically and immediately be secured upon the same assets equally and rateably with the other obligations secured thereon</p> <p>3. WHEN SECURITY BECOMES ENFORCEABLE</p> <p>It was agreed that, the security constituted by this Charge would become immediately</p> |

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|-------------------|---|
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| Short particulars | <p>enforceable and the powers referred to in Clause 14 1 (<i>Amounts due</i>) of the Original Security Agreements shall be immediately exercisable following the occurrence of a Declared Default or at any time thereafter whilst the same is continuing or on the appointment of a Receiver</p> <p><u>In this Form MG01</u></p> <p>Declared Default means an Event of Default in respect of which any notice has been served by the Facility Agent in accordance with Clause 28 21 (Acceleration) of the Facilities Agreement</p> <p>Default or Event of Default has the meaning given to that term in the Facilities Agreement</p> <p>Facilities Agreement means the facilities agreement originally dated 4 March 2007 as amended from time to time between, amongst others, the Parent and the Security Agent</p> <p>Facility Agent means the Security Agent in its capacity as facility agent under the Facilities Agreement</p> <p>Finance Documents means the Facilities Agreement and any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Hedging Letter, the Intercreditor Agreement, the Investor Undertaking, any Resignation Letter, the Security Trust Agreement, any Selection Notice, the Syndication Side Letter, any Transaction Security Document, any Utilisation Request (each as defined in the Facilities Agreement) and any other document designated as a Finance Document by the Facility Agent and the Parent</p> <p>Finance Party means the Facility Agent and the Security Agent (each as defined in this form MG01), and the Arranger, a Lender, the Issuing Bank, a Hedge Counterparty or an Ancillary Lender (each as defined in the Facilities Agreement)</p> <p>Intercreditor Agreement means the intercreditor agreement dated 4 March 2007 as amended from time to time between, amongst others, the Parent and the Security Agent</p> <p>Original Security Agreements means the two security agreements each dated 21 May 2007 made between, amongst others, the Parent, the Security Agent and certain subsidiaries of the Parent, each as amended and supplemented by Deeds of Accession (as defined therein) and Supplemental Security Agreements (as defined therein) or otherwise from time to time</p> <p>Parent means Merlin Entertainments Group Luxembourg 2 S à r l</p> <p>Receiver means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property</p> <p>Security Assets means all assets, rights, interests, undertaking and property of the Chargor the subject of any security created or expressed to be created by or pursuant to the Charge</p> <p>Security Interest means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, right of set-off, security trust, assignment by way of security, reservation of title, any other security interest or any other agreement or arrangement (including a sale and repurchase agreement) having the commercial effect of conferring security</p> |

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Please give the short particulars of the property mortgaged or charged

Short particulars

Senior Creditors means the parties named as senior creditors to the Intercreditor Agreement

SCHEDULE

REAL PROPERTY

All that leasehold land and buildings filed at HM Land Registry under title number NYK200750 with leasehold title absolute known as 12 Clfford Street, York YO1 9RD



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2182098
CHARGE NO. 67**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY
AGREEMENT DATED 17 DECEMBER 2010 AND CREATED BY
MERLIN ENTERTAINMENTS (SEA LIFE) LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OBLIGOR TO EACH FINANCE PARTY 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 5 JANUARY 2011**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JANUARY 2011



Companies House
— for the record —

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