

# M

CHFP041

Please do not  
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legibly, preferably  
in black type or  
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lettering\* Insert full name  
of company

COMPANIES FORM No. 395

A/C 0060001/13

# 395

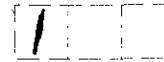
## Particulars of a mortgage or charge

A fee of £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number



02721728

Name of company

\* LEGOLAND Windsor Park Limited (the *Chargor*)

Date of creation of the charge

24 August 2005

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

A deed of accession dated 24 August 2005 (the *Deed of Accession*) between Play Lux GuaranteeCo Sarl (the *Parent*), the *Chargor* and Bayerische Hypo- und Vereinsbank AG, London Branch (the *Security Agent*) for the accession by the *Chargor* to the security agreement dated 19 August 2005 (the *Security Agreement*).

Amount secured by the mortgage or charge

(i) All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever and in any currency) of each Obligor to the Beneficiaries (or any of them) under the Finance Documents or any other document evidencing or securing any such liabilities;

(ii) All banking, legal and other costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or such other document evidencing or securing any such liabilities; and

(iii) All losses and damages sustained, suffered or incurred by any Beneficiary arising out of or in connection with any act, matter or thing done or omitted to be done by any Obligor under the Security Agreement or any Finance Document,

together the *Secured Liabilities*.

(Please see Continuation Sheet number 2 for defined terms).

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

Bayerische Hypo- und Vereinsbank AG, London Branch  
41 Moorgate, London as Security Agent

Postcode EC2R 6PP

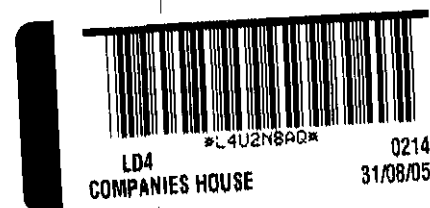
Presentor's name, address and  
reference (if any):FRESHFIELDS BRUCKHAUS  
DERINGER  
~~65 FLEET STREET, LONDON~~  
UNITED KINGDOM EC4Y 1HS  
DX 23 LONDON/CHANCERY LANE  
Catherine Park 129239-0005

Time critical reference

For official use (02/00)

Mortgage Section

Post room

LD4  
COMPANIES HOUSE0214  
31/08/05

Short particulars of all the property mortgaged or charged

Please see Continuation Sheet number 1.

Please do not  
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A fee is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

Particulars as to commission allowance or discount (note 3)

N/A

Signed Fredrick Bruckhaus Director

Date 31<sup>st</sup> August 2005

On behalf of [company] [mortgagee/chargee]

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 £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

## Continuation Sheet Number 1

Company: LEGOLAND Windsor Park Limited (the *Company*)  
Company number: 02721728

### Particulars of all the property mortgaged or charged under the Security Agreement

#### 1. FIXED SECURITY (CLAUSE 4 OF THE SECURITY AGREEMENT)

##### 1.1 Fixed security over freehold and leasehold property

The Chargor as continuing security for the payment, discharge and performance of all Secured Liabilities at any time owed or due to the Beneficiaries (or any of them), charges in favour of the Security Agent (as agent and trustee for the Beneficiaries):

- (a) by way of first legal mortgage all the freehold and leasehold property (if any) now belonging to it and specified in Part A and/or Part B of Schedule 2 to the Security Agreement and/or in the schedule to the Deed of Accession by which it became party to the Security Agreement (where relevant); and
- (b) to the extent the same are not the subject of an effective legal mortgage under Clause 4.1(a) (*Fixed security over freehold and leasehold property*) of the Security Agreement (but not where that is the case pending registration at the Land Registry only) by way of first fixed charge all present and future freehold or leasehold property and any rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property wheresoever situated now or hereafter belonging to it but excepting however any Scottish Property in respect of which a charge or security competent under the laws of Scotland shall be granted to the extent that any such property is not otherwise competently charged pursuant to the Security Agreement.

##### 1.2 Leases restricting charging

- (a) There shall be excluded from the charge created under Clause 4.1 (*Fixed security over freehold and leasehold property*) of the Security Agreement and from the operation of Clause 13 (*Further Assurances*) of the Security Agreement and the charge created under Clause 6.1 (*Creation of floating charges*) of the Security Agreement any heritable or leasehold property held by the Chargor under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its leasehold interest in that property (each an *Excluded Property*) until the relevant condition or waiver has been satisfied or obtained.
- (b) For each Excluded Property, the Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of the Security Agreement and, in respect of each Excluded Property which provides that the relevant third party will not unreasonably withhold its consent to charging, use all reasonable endeavours to obtain consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations.
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent under Clause 4.1 (*Fixed security over freehold and leasehold property*) of the Security Agreement and a standard security as applicable shall be granted over any Excluded Property in

Scotland together with all necessary and usual Scottish conveyancing and registration formalities attended to at the Chargor's expense (including the obtaining of Scottish Clear Search Reports). If required by the Security Agent at any time following the receipt of the waiver or consent, the relevant Chargor will forthwith execute a valid legal mortgage or standard security in such form as the Security Agent shall reasonably require.

### **1.3 Fixed security over specified assets**

The Chargor as continuing security for the payment, discharge and performance of all Secured Liabilities at any time owed or due to the Beneficiaries (or any of them), charges in favour of the Security Agent (as agent and trustee for the Beneficiaries) by way of first fixed charge:

- (a) (to the extent that they are not Fixtures) all plant, machinery, computers, vehicles, office or other equipment now or in the future owned by it and its interest in any plant, machinery, computers, vehicles, office or other equipment in its possession (but excluding any for the time being part of the Chargor's stock-in-trade or work-in-progress) and the benefit of all contracts, licences and warranties relating to them;
- (b) all moneys (including interest) from time to time standing to the credit of the Security Accounts with any bank, financial institution or other person and the debts represented by them;
- (c) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims;
- (d) to the extent the same are not effectively assigned under Clause 5 (*Assignments*) of the Security Agreement all rights and benefits:
  - (i) in respect of the Insurances and all claims and returns of premiums in respect of such Insurances; and
  - (ii) under each of the Assigned Agreements;
- (e) all of its rights and benefits under all bills of exchange, promissory notes and other negotiable instruments held by it;
- (f) any beneficial interest, claim or entitlement of it to any assets of any pension fund;
- (g) its present and future goodwill;
- (h) its present and future uncalled capital;
- (i) the benefit of all present and future licences, permissions, consents and authorisations (statutory or otherwise) held by it in connection with its business or the use of any of the Security Assets; and
- (j) (to the extent the same are not effectively mortgaged or charged pursuant to Clause 4.5 (*Fixed Security over Group Shares*) of the Security Agreement) all Investments and Investment Rights held by it.

#### 1.4 Fixed security over Book Debts

- (a) **Fixed charge over Book Debts:** The Chargor as continuing security for the payment, discharge and performance of all Secured Liabilities at any time owed or due to the Beneficiaries (or any one of them), charges in favour of the Security Agent (as agent and trustee for the Beneficiaries) by way of first fixed charge the Book Debts belonging to it;
- (b) **Collection of Book Debts:** The Chargor will collect the Book Debts belonging to the Chargor in the ordinary course of its business as agent for and on behalf of the Security Agent by paying all amounts due in respect of such Book Debts into the Collection Account in the name of the Chargor save to the extent that the Security Agent otherwise agrees in writing; and
- (c) **Restrictions on dealing with Book Debts:** The Chargor may not assign or otherwise transfer, factor, discount, sell, release, compound, subordinate, defer, declare a trust or vary the terms of and not create or permit to exist any Security Interest (other than a Security Interest created pursuant to the Security Documents or expressly permitted by the terms of the Credit Agreement or if the Security Agent otherwise agrees in writing) over any Book Debts belonging to it over the Collection Account in its name or any interest in it.

#### 1.5 Fixed security over Group Shares

The Chargor as continuing security for the payment, discharge and performance of all the Secured Liabilities at any time owed or due to the Beneficiaries (or any of them) charges in favour of the Security Agent (as agent and trustee for the Beneficiaries):

- (a) by way of first equitable mortgage all Group Shares held by it from time to time and/or any permitted nominee on its behalf;
- (b) (to the extent the same are not the subject of an effective equitable mortgage under Clause 4.5(a) (*Fixed security over Group Shares*) of the Security Agreement) by way of first fixed charge all Group Shares held by it from time to time and/or any permitted nominee on its behalf; and
- (c) by way of first fixed charge all Group Share Rights accruing to all or any of the Group Shares held now or in the future by it and/or any nominee on its behalf,

**provided that:**

- (i) until the occurrence of an Enforcement Event, all dividends and other distributions paid or payable as referred to in Clause 4.5(c) of the Security Agreement may be paid directly to the Chargor free from the security created under Clause 1.5 of the Security Agreement (in which case the Security Agent or its nominee shall promptly execute any necessary dividend mandate) and, if paid directly to the Security Agent, shall be paid promptly by it to the Chargor; and

subject to Clause 8.6 (*Exercise of Group Share Rights*) of the Security Agreement, until the occurrence of an Enforcement Event, all voting rights attaching to the relevant Group Shares may be exercised by the Chargor or, where the shares have been registered in the name of the Security Agent or its nominee, as the Chargor may direct in writing, and the Security Agent and any nominee of the Security Agent in whose name such Group Shares are registered shall

execute any form of proxy or other document reasonably required in order for the Chargor to do so.

### **1.6 Fixed security over Intellectual Property Rights**

The Chargor as continuing security for the payment, discharge and performance of all Secured Liabilities at any time owed or due to the Beneficiaries (or any of them) charges in favour of the Security Agent (as agent and trustee for the Beneficiaries) by way of first fixed charge all its present and future Intellectual Property Rights.

## **2. ASSIGNMENTS (CLAUSE 5 OF THE SECURITY AGREEMENT)**

### **2.1 Assignments**

The Chargor as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Beneficiaries (or any of them), assigns and agrees to assign to the Security Agent (as agent and trustee for the Beneficiaries) absolutely, all its right, title, interest and benefit (if any) in and to:

- (a) the Insurances;
- (b) the Acquisition Documents;
- (c) the Hedging Agreements; and
- (d) the Structured Intercompany Loan Agreements,

provided that on payment or discharge in full of the Secured Liabilities the Security Agent will at the request and cost of the Chargor re-assign the Assigned Agreements to the Chargor (or as it shall direct).

### **2.2 Notices of assignment**

- (a) The Chargor shall forthwith give notice of each such assignment of its right, title and interest (unless waived by the Security Agent):
  - (i) in and to the Insurances, by sending a notice in the form of Schedule 4, Part A of the Security Agreement (with such amendments as the Security Agent may agree) duly completed to each of the other parties to the Insurances;
  - (ii) in and to the other Assigned Agreements by sending a notice substantially in the form of Schedule 4 Part C of the Security Agreement (with such amendments as the Security Agent may agree) to each of the other parties to such Assigned Agreements,

and the Parent and the Chargor incorporated in England and Wales shall use its reasonable endeavours to procure that within 14 days of the date of the Security Agreement (or such longer period approved in writing by the Security Agent) each such other party delivers a letter of undertaking to the Security Agent in the form of Schedule 4, Part B (in the case of the Insurances) or in the form of Schedule 4, Part D of the Security Agreement (in the case of each of the other Assigned Agreements), in each case with such amendments as the Security Agent may agree.

- (b) Any such notice required in accordance with Clause 5.2(a) (*Notices of assignment*) of the Security Agreement to be given to any person which is also a Chargor, and any such undertaking required in accordance with Clause 5.2(a) (*Notices of assignment*) of the Security Agreement to be given to the Security Agent by any person which is also a Chargor, need not actually be given, but the Security Agreement and the Schedules and the execution of the Security Agreement by the Chargor shall be deemed to constitute such notice or such undertaking (as the case may be) with respect to the relevant Assigned Agreement.

### **2.3 Assignment of proceeds, damages etc.**

To the extent that any such right, title and interest described in Clause 5.1 (*Assignments*) and Clause 5.2 (*Notices of assignment*) of the Security Agreement is not assignable or capable of assignment, such assignment purported to be effected by Clause 5.1 (*Assignments*) of the Security agreement shall operate as:

- (a) in the case of the Insurances, an assignment of any and all proceeds of present or future Insurances received by the Chargor; and
- (b) in the case of the other Assigned Agreements, an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Chargor may derive from such Assigned Agreements or be awarded or entitled to in respect of such Assigned Agreements,

in each case as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Beneficiaries (or any of them).

## **3. FLOATING CHARGES AND NEGATIVE PLEDGE (CLAUSE 6 OF THE SECURITY AGREEMENT)**

### **3.1 Creation of floating charges**

The Chargor as continuing security for the payment, discharge and performance of the Secured Liabilities, charges in favour of the Security Agent (as agent and trustee for the Beneficiaries) by way of a first floating charge all its undertaking and assets of whatever type and wherever located both present and future, subject always to all mortgages, fixed charges and assignments created by or pursuant to Clause 4 (*Fixed Security*) of the Security Agreement and all security assignments created by or pursuant to Clause 5 (*Assignments*) of the Security Agreement or any other provision of the Security Agreement not effectively charged by way of first fixed charge under Clause 4.1 to Clause 4.6 (*Fixed Charges*) of the Security Agreement, including any heritable, leasehold and other property and other assets and undertakings in Scotland.

### **NOTE UNDER THE TERMS OF THE SECURITY AGREEMENT AT CLAUSE 6.2:**

#### **Restrictions on dealing**

The Chargor undertakes to each Beneficiary that, save as expressly permitted under the terms of the Finance Documents or as otherwise agreed by the Security Agent, it will not:

- (a) create or permit to subsist any Security Interest over all or any part of its assets, rights or property or agree to do so other than pursuant to the Security Agreement or any other Security Document; or

- (b) part with, grant or enter into a lease of, sell, transfer, assign or otherwise dispose of (including by way of declaration of trust) all or any part of its assets, rights or property or any interest in them or agree to do so.

**A FURTHER NEGATIVE PLEDGE PROVISION IS CONTAINED IN CLAUSE 10.5 OF THE SECURITY AGREEMENT:**

If the Chargor creates or permits to subsist any Security Interest in breach of the provisions of Clause 6.2 (*Restrictions on dealing*) of the Security Agreement or Clause 13.3(a) (*Book debts and receipts*) of the Security Agreement or Clause 20.3(c) (*Negative pledge*) of the Credit 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.

## Continuation Sheet Number 2

*Company:* LEGOLAND Windsor Park Limited (the *Company*)

*Company number:* 02721728

***Accession Document*** means an agreement substantially in the form set out in Schedule 7 to the Credit Agreement under which a Group Company becomes a Guarantor and/or a Borrower and/or an Intra-Group Creditor and becomes a party to the Intercreditor Deed;

***Acquisition Documents*** has the meaning given to such term in the Credit Agreement.

***Affiliate*** means a Subsidiary or a Holding Company of another person or any other Subsidiary of a Holding Company of that other person.

***Agent*** means the Facility Agent and the Security Agent.

***Ancillary Documents*** has the meaning given to such term in the Credit Agreement.

***Ancillary Lender*** has the meaning given to such term in the Credit Agreement.

***Assigned Agreements*** means each agreement or instrument assigned or purported to be assigned pursuant to Clause 5.1 (*Assignments*) of the Security Agreement and/or any Deed of Accession

***Beneficiary*** means each of the Finance Parties and parties (other than any or all Obligors) to, or having an interest under the Finance Documents from time to time (together the *Beneficiaries*).

***Book Debts*** means all moneys and liabilities (including the benefit of any judgment or order to pay a sum of money) due and owing to the Chargor or which may become due and owing to the Chargor at any time in the future and the benefit of all rights, of any nature whatsoever now or at any time enjoyed or held by the Chargor in relation to any of the foregoing.

***Borrower*** means the Group Companies listed in Part 1 of Schedule 2 to the Credit Agreement and each other Group Company which becomes a borrower in accordance with the terms of the Credit Agreement.

***Closing Date*** means the Business Day on which Completion occurs.

***Collection Accounts*** means the accounts of the Chargor set out in Schedule 5 to the Security Agreement and/or such accounts as the Chargor and the Security Agent may agree or (following the occurrence of an Enforcement Event) as the Security Agent shall specify.

***Completion*** has the meaning given to such term in the Credit Agreement.

***Credit Agreement*** means the credit agreement dated 19 May between (1) the Parent, (2) the Borrowers and the Guarantors, (3) the Lenders and (4) Bayerische Hypo- und Vereinsbank AG, London branch as Mandated Lead Arranger and Underwriter, Facility Agent, Security Agent under which the Lenders agreed to make available certain credit facilities to the Borrowers.

**Deed of Accession** means a deed substantially in the form of Schedule 7 to the Security Agreement executed, or to be executed, by the Chargor.

**Enforcement Event** means the occurrence of an Event of Default which has resulted in the Facility Agent serving notice under any provision of clause 21.2 (*Cancellation and Repayment*) of the Credit Agreement.

**Event of Default** has the meaning given to such term in the Credit Agreement.

**Facilities** has the meaning given to such term in the Credit Agreement.

**Facility Agent** means Bayerische Hypo- und Vereinsbank AG, London Branch in its capacity as facility agent under the Credit Agreement and its permitted successors and assigns.

**Fees Letters** has the meaning given to such term in the Credit Agreement.

**Finance Document** means the Credit Agreement, the Security Agreement, the Intercreditor Deed, each Hedging Agreement, each Ancillary Document, each Accession Document, each transfer certificate, the Fees Letters and any other document designated as a Finance Document by the Parent and the Facility Agent.

**Finance Parties** means the Mandated Lead Arranger, each Agent, each Lender, each Ancillary Lender, each Issuing Lender and each Hedging Lender.

**Fixtures** means, in relation to any freehold or leasehold property mortgaged or charged by or pursuant to the Security Agreement, all fixtures and fittings (including trade fixtures and fittings) and fixed plant, machinery and equipment owned by the Chargor from time to time on or forming part of such property.

**Group** means the Parent and its Subsidiaries from time to time.

**Group Company** means a member of the Group.

**Group Shares** means all shares owned by the Chargor in its Subsidiaries at any time during the Security Period including those shares specified in Schedule 3 to the Security Agreement or in the schedule to any Deed of Accession or, when used in relation to a particular Chargor, such of those shares as are specified against its name in Schedule 3 to the Security Agreement or as are specified in the schedule to a Deed of Accession to which it is party.

**Group Share Rights** means, in relation to the Group Shares, all dividends and other distributions paid or payable after the date of the Security Agreement on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest thereon), rights, money, allotments, benefits or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution, conversion or exchange for any of the Group Shares.

**Guarantor** means the Group Companies listed in Part 2 of Schedule 2 and each other Group Company which becomes a guarantor under the Credit Agreement.

**Hedging Agreements** means any derivative instruments entered into with the Hedging Lenders for the purpose of managing or hedging currency and/or interest rate risk in relation to the Facilities.

**Hedging Lender** means a Lender (or an Affiliate) in its capacity as provider of currency and/or interest rate hedging under any Hedging Agreement.

**Holding Company** means a holding company as defined in section 736 of the Companies Act 1985.

**Insurances** means all contracts and policies of insurance (including, for the avoidance of doubt, all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Chargor or (to the extent of such interest) in which the Chargor has an interest, but excluding any third party liability or public liability insurance and any directors or officers insurance.

**Intellectual Property Rights** means all patents and patent applications, trade and service marks and trade and/or service mark applications, and all brand and trade names and domain names (and all goodwill associated with any such trade and service marks and trade and/or service mark applications, and brand and trade names), all copyrights and rights in the nature of copyright, all design rights, all registered designs and applications for registered designs, all trade secrets, know-how and all other intellectual property rights, whether in existence now or in the future.

**Intercompany Loan** means any intercompany loan made by the Chargor to any Obligor or Group Company for intra-group funding purposes or an intercompany loan by the Chargor to any Obligor or Group Company for any upstreaming or downstreaming of cash to enable such Group Company to comply with any debt repayment obligations whether or not such intercompany indebtedness is evidenced under a written contract or otherwise.

**Intercreditor Deed** has the meaning given to such term in the Credit Agreement.

**Intra-Group Creditor** has the meaning given to that term in the Intercreditor Deed;

**Investments** means all physical stocks and shares (other than Group Shares), options, debentures, bonds, warrants, coupons, certificates or other securities and investments or, where relevant, the right, title, interest and benefit in and to such assets now or in the future owned or held by the Chargor or (when used in relation to the Chargor) the Chargor from time to time.

**Investments Rights** means, in relation to the Investments, all dividends, coupons and other distributions paid or payable after the date of the Security Agreement on all or any of the Investments and all stocks, shares, securities (and the dividends or interest thereon), rights, money, allotments, benefits, advantages or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Investments or in substitution, conversion or exchange for any of the Investments.

**Issuing Lender** has the meaning given to such term in the Credit Agreement.

**Lender** has the meaning given to such term in the Credit Agreement.

**Mandated Lead Arranger** means Bayerische Hypo- und Vereinsbank AG, London Branch in its capacity as mandated lead arranger under the Credit Agreement and its permitted successors and assigns.

**Obligor** means the Parent, each Borrower and each Guarantor.

**Realisations Account** means each account maintained from time to time by or in the name of the Chargors or any of them for the purposes of Clause 15.6 (*Contingencies*) of the Security Agreement with a Finance Party as the Security Agent may from time to time approve and includes any replacement, substitute or additional account of such account from time to time whether by way of transfer of monies, redesignation, renumbering, or otherwise and any sub-account(s) of such account.

**Scottish Property** means the property listed in Part C of Schedule 2 to the Security Agreement and any property or assets of the Chargors situated in Scotland.

**Security Accounts** means the Collection Accounts and the Realisations Account(s).

**Security Document** means the Security Agreement and all other documents and agreements entered into by any Group Company or of which any Group Company is aware creating, evidencing or granting a Security Interest in favour of any Finance Party in relation to the obligations of any Obligor under any Finance Document.

**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 arrangement) having the commercial effect of conferring security.

**Structured Intercompany Loan Agreements** means the intra-group loan agreement between, *inter alios*, Play Lux Garantieco S.à.r.l. and Lux Acquisitionco S.à.r.l. on or around the date of the Security Agreement.

**Subsidiary** means a subsidiary and a subsidiary undertaking as defined in sections 736 and 258 of the Companies Act 1985 respectively.

**Underwriter** means Bayerische Hypo- und Vereinsbank AG, London Branch in its capacity as underwriter under the Credit Agreement and its permitted successors and assigns.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02721728

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED THE 24th AUGUST 2005 AND CREATED BY LEGOLAND WINDSOR PARK LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO THE BENEFICIARIES OR ANY OF THEM ON ANY ACCOUNT WHATSOEVER 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 31st AUGUST 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th SEPTEMBER 2005.

*Dmm*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES