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CHFP025

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COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares

155(6)a

Pursuant to section 155(6) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

[] [] [] [] [] []

2721728

Note
Please read the notes
on page 3 before
completing this form.

Name of company

* Legoland Windsor Park Limited (the "Company")

* insert full name
of company

§ insert name(s) and
address(es) of all
the directors

~~We~~ Andrew Carr of Oakapple Cottage, Oak Court, Church Road,
Shillingstone, Dorset, DT11 0TT;
Nicholas Varney of Higher Farm House, Sturminster Newton, Dorset,
DT10 2HB; and
Mads Henrik Ryder, 9 The Dell, Bishopsgate Road, Englefield Green,
Surrey, TW20 0XY

† delete as
appropriate

§ delete whichever
is inappropriate

~~XXXXXXXXXXXX~~ [all the directors]† of the above company do solemnly and sincerely declare that:

The business of the company is:

~~XXXXXX a recognised bank, licensed institution, within the meaning of the Banking Act 1973~~
~~XXXXXX a person authorised under section 1 of the Insurance Companies Act 1982 to carry on~~
~~insurance business in the United Kingdom~~

(c) something other than the above§

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~XXXXXX~~ [company's holding company] Merlin Entertainments Group International
Limited (Company Number 5014685) ~~XXXXXX~~

The assistance is for the purpose of [that acquisition] ~~XXXXXX~~
~~XXXXXX~~

The number and class of the shares acquired or to be acquired is: 700,000 "A" Ordinary
shares and 295,400 "B" Ordinary shares

Presentor's name address and
reference (if any) :

Ashurst
Broadwalk House
5 Appold Street
London
EC2A 2HA
639 London/City

For official Use
General Section

Post room



The assistance is to be given to: (note 2) Wizard Acquisitionco Limited

Please do not
write in this
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Please complete
legibly, preferably
in black type, or
bold block
lettering

The assistance will take the form of:

Particulars of the form of assistance to be provided are set out in
attachment 1

The person who ~~has acquired~~ will acquire† the shares is:

† delete as
appropriate

Wizard Acquisitionco Limited

The principal terms on which the assistance will be given are:

Particulars of the principal terms on which the assistance will be given
are set out in attachment 2

The amount of cash to be transferred to the person assisted is £ See attachment 3

The value of any asset to be transferred to the person assisted is £ nil

The date on which the assistance is to be given is within 8 weeks of today's date

Please do not
write in this
margin

Please complete
legibly, preferably
in black type, or
bold block lettering

* delete either (a) or
(b) as appropriate

☒ We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) ☒ We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

(b) ~~It is intended to commence the winding up of the company within 12 months of that date, and the~~
~~have formed the opinion that the company will be able to pay its debts in full within 12 months of the~~
~~commencement of the winding up.]* (note 3)~~


And ☒ we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at

ASHKST, EC2A 2HA

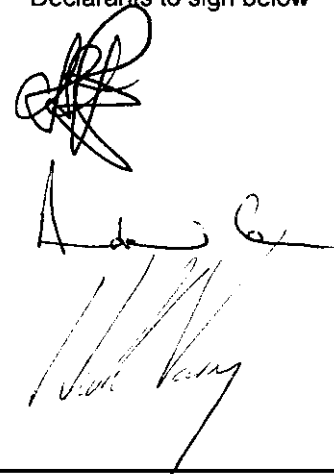
Day Month Year
on

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before me SARAH WILD 

~~A Commissioner for Oaths or Notary Public or Justice of the Peace~~ of a Solicitor having the powers conferred on a Commissioner for Oaths.

Declarants to sign below



NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

FORM 155(6)A

Attachment 1 to Form 155(6)a

1. The financial assistance will take the form of the execution, delivery and performance by the Company of its obligations under:

- 1.1 **Credit Agreement and Priority**

An accession deed to a:

(a) credit agreement (the "**Credit Agreement**") dated 12 July 2005 as amended and restated from time to time between Play Lux GuaranteeCo SARL, (the "**Parent**"), certain of the Parent's subsidiaries (the "**Obligors**") and Bayerische Hypo- und Vereinsbank AG, London Branch under which Bayerische Hypo- und Vereinsbank AG, London Branch (the "**Financiers**") will provide credit facilities of up to €173,000,000, £97,700,000 plus \$93,000,000; and

(b) priority and subordination arrangement entered into by the Parent with (among others) the Financiers pursuant to an intercreditor deed dated 12 July 2005 (the "**Intercreditor Deed**");

(the "**Credit Agreement and Intercreditor Accession Deed**")

- 1.2 **Security**

An accession deed to a security agreement (the "**Security Agreement**") between the Parent, each of the companies identified as Chargors therein and the Financiers pursuant to which various of Parent's subsidiaries (including the Company) will grant fixed and floating charges over their assets and undertakings present and future in England and Wales by way of security for their respective obligations under the Credit Agreement and Intercreditor Deed.

(the "**Security Agreement Accession Deed**")

- 1.3 **Upstream Loan Facility**

An intra-group loan facility granted by the Company along with other members of the group of companies of which it is a member in favour of Wizard Acquisitionco Limited pursuant to a facility letter dated the date hereof (the "**Intercompany Agreement**").

- 1.4 **Security Assignment**

A security assignment agreement (the "**Play Assignment**") between Play Lux AcquisitionCo SARL, each of the companies identified as Intercompany Assignor therein and the Financiers pursuant to which the Company will assign to the Financiers (as continuing security for the payment, discharge and performance of the Secured Liabilities (as defined in the Play Assignment) of Play Lux Acquisitionco SARL and its subsidiaries (including the Company)), its right, title, interest and benefit the Lego Acquisition Documents and the Intercompany Loan Agreements (as defined in the Play Assignment).

Attachment 2 to Form 155(6)a

The principal terms on which the assistance will be given are:

1. by executing the Credit Agreement and Intercreditor Accession Deed, the Company:
 - 1.1 will in relation to the Credit Agreement:
 - (a) guarantee to the Financiers the due and punctual performance of all the obligations of the Obligors (as defined in the Credit Agreement) and agree to pay on demand each amount due by the Obligors which is due but unpaid;
 - (b) grant, among other things, an indemnity to the Financiers in respect of certain costs, expenses, liabilities and losses incurred;
 - (c) agree that its guarantee and indemnity obligations will not be affected by (amongst other things) any act, circumstance, omission, matter or thing which would otherwise reduce, release or prejudice any of such obligations or prejudice or diminish such obligations;
 - (d) agree that any Financier set off any obligation owed by the Company to the Financier against any obligation (whether or not due and payable) owed by that Financier to the Company;
 - 1.2 will in relation to the Intercreditor Deed:
 - (a) covenant to pay the amounts owing under the Finance Documents (as defined in the Credit Agreement); and
 - (b) agree that any sums owed to it by way of intra-group loan by any other member of its group will be subordinated to sums owed by such members of the group to the Financiers;
2. by executing the Security Agreement Accession Deed, the Company:
 - 2.1 covenants to pay and discharge all monies and liabilities (whether actual or contingent) which are at the date of the Security Agreement Accession Deed or may at any time thereafter be due and payable under or in connection with the obligations of the Obligors under the Finance Documents;
 - 2.2 as continuing security for the payment, discharge and performance of all Secured Liabilities at any time owed or due to the Financiers or any other Finance Party (as defined in the Credit Agreement) from time to time charges in favour of Financiers as Security Agent:
 - (a) by way of first legal mortgage all the freehold and leasehold property now belonging to it (subject to certain exceptions detailed in the Security Agreement) other than where the same are not the subject of an effective legal mortgage 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 Company a right to occupy or use property, wheresoever situate now or hereafter belonging to it;
 - (b) by way of first fixed charge:
 - (i) (to the extent 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 and the benefit of all contracts, Licences and warranties relating to them;
- (ii) 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;
 - (iii) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims;
 - (iv) to the extent the same are not effectively assigned:
 - (A) all rights and benefits in respect of the Insurances and all claims and returns of premiums in respect of the Insurances: and
 - (B) all rights and benefits under each of the Assigned Agreements;
 - (v) all of its rights and benefits under all bills of exchange, promissory notes and other negotiable instruments held by it;
 - (vi) any beneficial interest, claim or entitlement of it to any assets of any pension fund;
 - (vii) its present and future goodwill;
 - (viii) its present and future uncalled capital;
 - (ix) 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
 - (x) (to the extent the same are not effectively mortgaged or charged) all Investments and Investment Rights held by it;
- (c) by way of first fixed charge the Book Debts;
 - (d) by way of first equitable mortgage all Group Shares held from time to time by it and/or any nominee on its behalf (except that to the extent the same are not the subject of an effective equitable mortgage by way of first fixed charge) and 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;
 - (e) all its present and future Intellectual Property (effective only to the extent that the terms of such Intellectual Property do not prohibit the granting of a fixed charge over such Intellectual Property or do not give rise to a default under or in respect of such Intellectual Property entitling the other party to terminate or otherwise re-acquire such Intellectual Property in the event of the creation of such Security Interest) as defined in the Security Agreement;
 - (f) 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 or to:
 - (i) the Insurances;
 - (ii) the Wizard Acquisition Documents;
 - (iii) Hedging Agreements; and
 - (iv) the Structural Intercompany Loan Agreements

- (g) by way of 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 pursuant to the Security Agreement not effectively charged by way of first fixed charge under the Security Agreement including any heritable, leasehold and other property and other assets and undertakings in Scotland,

(where **"Group Shares"**, **"Group Share Rights"**, **"Book Debts"**, **"Security Assets"**, **"Assigned Agreements"**, **"Security Accounts"**, **"Fixtures"**, and **"Secured Liabilities"** and have the meaning given to them in the Security Agreement and **"Wizard Acquisition Documents"**, **"Hedging Agreement"**, **"Insurances"**, **"Intellectual Property"**, **"Investments"**, **"Investment Rights"**, **"Structural Intercompany Loan Agreement"** have the meaning given to them in the Credit Agreement;

- 2.3 undertakes to each Beneficiary (as defined in the Security Agreement) that, save as expressly permitted under the terms of the Finance Documents or as otherwise agreed by the Security Agent, it will not create or permit to subsist any Security Interest (as defined in the Security Agreement) 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 (as defined in the Security Agreement) or part with, grant or enter into a Lease (as defined in the Security Agreement) 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;
3. by executing the Intercompany Agreement the Company (together with the members of the Group (as defined in such agreement)) will make available to, inter alia, Wizard Acquisitionco Limited, a loan facility to enable it to make payments when due to the Financiers pursuant to the Credit Agreement but on the basis that the Company will only be obliged to make advances under the Intercompany Agreement if, inter alia, it has the cash resources and the Company is not in liquidation, administration or the subject of a creditor's voluntary arrangement;
4. by executing the Play Assignment the Company 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) (as defined in the Play Assignment), assigns to the Financiers absolutely, all its right, title, interest and benefit (if any) in and to:
- (a) the Lego Acquisition Documents to which it is party; and
- (b) the Structural Intercompany Loan Agreements to which it is party;

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

The Financiers shall not be under any obligation in relation to the Assigned Agreements as a consequence of the Play Assignment and the Assignor shall at all times remain liable to perform all obligations expressed to be assumed by them in respect of the Assigned Agreements.

"Secured Liabilities", **"Beneficiaries"**, **"Lego Acquisition Documents"**, **"Structural Intercompany Loan Agreements"**, **"Assignor"**, **"Assigned Agreements"** have the meaning given to them in the Play Assignment.)

5. The Company's obligations as described above continue in relation to the Finance Documents as they may be amended, modified, varied or restated from time to time.

Attachment 3 to Form 155(6)a

Such amounts as the Company may be required to advance in accordance with the Intercompany Agreement referred to in paragraph 3 of Attachment 2 and in any event not more than the sum of Euro 200,000,000 and £150,000,000 \$150,000,000.



KPMG LLP

Dukes Keep
Marsh Lane
Southampton SO14 3EX
United Kingdom

Tel +44 (0) 23 80202106
Fax +44 (0) 23 8020 2001
DX 2034 Southampton
christopher.lewis@kpmg.co.uk

Private & confidential

LEGOLAND Windsor Park Limited
Capital Park
33 Bath Road
Slough
Berkshire
SL1 3UF

Our ref cll/052/pp/lego/A

Contact Phil Cotton
02380 202090

24 August 2005

Dear Sirs

Auditors' report to the directors of LEGOLAND Windsor Park Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 24 August 2005 in connection with the proposal that the company should give financial assistance for the purchase of 995,400 ordinary shares of Merlin Entertainments Group International Limited.

This report is made solely to the company's directors as a body in accordance with section 156(4) of the Companies Act 1985. Our work has been undertaken so that we as the company's auditors might state to the company's directors those matters we are required to state to them in a report under section 156(4) of that Act and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's directors as a body for our work under section 156(4) of that Act or for this report.

We have enquired into the state of the company's affairs in order to review the bases for the statutory declaration.

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

KPMG LLP
Registered Auditor