

MG01

Particulars of a mortgage or charge



225370/403

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 company. To do this, please use form MG01s

FRIDAY



LD3

LKCY9MPZ

20/08/2010

COMPANIES HOUSE

145

1

Company details

Company number

0 6 2 7 2 9 3 5

Company name in full

Merlin Attractions Operations Limited (the **Chargor**)

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 *

2

Date of creation of charge

Date of creation

0 5 10 08 20 10 10

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 confirmatory security agreement dated 5 August 2010 (the **Charge**) between, among others, 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 the Senior Creditors (as defined in the continuation sheets attached)

4

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**)

Capitalised terms used but not defined shall have the meaning given to them on the continuation sheets attached

Continuation page

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

MG01

Particulars of a mortgage or charge

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 the attached continuation sheets

MG01 – continuation page

Particulars of a mortgage or charge

6 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 the Charge
 - (i) was created in favour of the Security 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 Security Agent agreed to hold the benefit of the Charge on trust for the Finance Parties
- (c) All the security created under the Charge
 - (i) was created in case the security created by the Chargor under 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 the Charge, 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 the Charge still has effect

2. FIXED SECURITY

2.1 Fixed security over freehold and leasehold property

- (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), charged in favour of the Security Agent (as agent and trustee for the Senior Creditors)
 - (i) by way of first legal mortgage all the freehold and leasehold property (if any) belonging to it specified in Part 1 and/or Part 2 of Schedule 2 of the Charge, as set out in Schedules 1 and 2 respectively of this Form MG01, and

MG01 – continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(11) to the extent the same are not the subject of an effective legal mortgage under paragraph (a) above (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 Chargor a right to occupy or use property, wheresoever situated now or hereafter belonging to it

(b) A reference in this Clause 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

(11) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants

2.2 Leases restricting charging

(a) It was agreed that there shall be excluded from the charge created under Clause 4 1 (Fixed security over freehold and leasehold property) of the Charge (as described in Clause 2 1 of this Form MG01) and from the operation of Clause 12 (Further Assurances) of the Original Security Agreements as incorporated into the Charge pursuant to Clause 8 (Incorporation) of the Charge and the charge created under Clause 6 1 (Creation of floating charges) of the Charge (as described in Clause 4 1 of this Form MG01) 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 undertook to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of the Charge and, in respect of each Excluded Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to 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) It was agreed that, 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 Charge (as described in Clause 2 1 of this Form MG01) It was also agreed that, if required by the Security Agent at any time following the receipt of the waiver or consent, the Chargor will forthwith execute a valid legal mortgage or standard security in such form as the Security Agent shall reasonably require

2.3 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 Senior Creditors (or any of them), charged absolutely in favour of the Security Agent (as agent and trustee for the Senior Creditors) by way of first fixed charge

(a) (to the extent that they are not Fixtures) all plant, machinery, computers, vehicles,

MG01 – continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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 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 Charge (as described in Clause 3 1 of this Form MG01) 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 4 (Fixed security over Group Shares/Member Interests) of the Charge (as described in Clause 2 4 of this Form MG01)) all Investments and Investment Rights held by it

2.4 Fixed security over Group Shares/Member Interests

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

- (a) by way of first equitable mortgage all Group Shares and Member Interests 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 paragraph (a) above) by way of first fixed charge all Group Shares and Member Interests 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 and Member Interest Rights

MG01 – continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

accruing to all or any of the Group Shares or Member Interests held now or in the future by it and/or any nominee on its behalf,

and it was provided that

- (i) until the occurrence of a Declared Default, all dividends and other distributions paid or payable as referred to in paragraph (c) above may be paid directly to the Chargor free from the security created under Clause 4.4 of the Charge (as described in this Clause) (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
- (ii) subject to Clause 7.6 (Exercise of Group Share Rights) of each Original Security Agreement as incorporated into the Charge pursuant to Clause 8 (Incorporation) of the Charge, until the occurrence of a Declared Default, 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

2.5 Fixed security over Intellectual Property

- (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) charged in favour of the Security Agent (as agent and trustee for the Senior Creditors) by way of first fixed charge all its present and future Intellectual Property
- (b) It was agreed that, without prejudice to Clause 27.38 (Further assurance) of the Facilities Agreement, in relation to any Intellectual Property specified in Clause 4.5 (Fixed security over Intellectual Property) of the Charge (as described in this Clause), the fixed charge over such Intellectual Property shall be 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 (such a right is an **Excluded Intellectual Property Right**)
- (c) For each Excluded Intellectual Property which is considered by the Security Agent (acting reasonably) to be material to the Group as a whole, the Chargor undertook to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of the Charge and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging (for this purpose a **Relevant Intellectual Property Right**), to use all reasonable endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations
- (d) It was agreed that, forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property shall stand charged to the Security

MG01 – continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

described in this Clause) It was also agreed that, if required by the Security Agent, at any time following receipt of that waiver or consent, the Chargor will forthwith execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require

2.6 Omissions

- (a) It was agreed that the fact that no or incomplete details of freehold, heritable and/or leasehold properties are included or inserted in Schedule 2 to the Charge shall not affect the validity or enforceability of the charges created by the Charge
- (b) It was also agreed that the omission from Schedule 5 to the Charge of details of any Group Shares owned or enjoyed by the Chargor shall not affect the validity or enforceability of the charges created by the Charge

3. ASSIGNMENTS

3.1 Assignments

The Chargor as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Senior Creditors (or any of them), and to the extent not effectively assigned under the English law security assignment dated on or about the date of the Original Security Agreements, assigned and agreed to assign to the Security Agent (as agent and trustee for the Senior Creditors) absolutely, all its right, title, interest and benefit (if any) in and to

- (a) the Insurances including but not limited to the Material Insurance Policies listed in Schedule 4 of the Charge (as set out in Schedule 4 of this Form MG01),
- (b) the Acquisition Documents,
- (c) the Hedging Agreements, and
- (d) (to the extent not effectively charged under Clause 4.4 (Fixed security over Group Shares/Member Interests) of the Charge (as described in Clause 2.4 of this Form MG01), the Member Interests,

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)

3.2 Assignment of proceeds, damages etc.

It was agreed that, 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 Charge (as described in Clauses 3.1 and 3.2 respectively of this Form MG01) is not assignable or capable of assignment, such assignment purported to be effected by Clause 5.1 (Assignments) of the Charge (as described in Clause 3.1 of this Form MG01) 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

MG01 – continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (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 Senior Creditors (or any of them)

3.3 Exercise of rights under Assigned Agreements before Declared Default

It was agreed that, until the occurrence of a Declared Default

- (a) the Security Agent shall permit the Chargor to exercise all rights under any Assigned Agreement to which it is party, provided that the exercise of these rights in the manner proposed would not result in a Default under the terms of the Finance Documents, and
- (b) any payments received by the Security Agent under or in respect of the Assigned Agreements by virtue of the Charge shall be paid by the Security Agent to the relevant Chargor for application (subject to and in accordance with the Finance Documents save to the extent required by them) against any of the Secured Liabilities which are then due and payable (or which as a result of such receipt become due and payable)

4. FLOATING CHARGES AND NEGATIVE PLEDGES

4.1 Creation of floating charges

The Chargor as continuing security for the payment, discharge and performance of the Secured Liabilities, charged in favour of the Security Agent (as agent and trustee for the Senior Creditors) 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 Charge (as described in Clause 2 of this Form MG01) and all security assignments created by or pursuant to Clause 5 (Assignments) of the Charge (as described in Clause 3 of this Form MG01) or any other provision of the Charge not effectively charged by way of first fixed charge under Clauses 4 1 to 4 5 (Fixed Charges) of the Charge (as described in Clauses 2 1 to 2 5 of this Form MG01), including any heritable, leasehold and other property and other assets and undertakings in Scotland

4.2 Restrictions on dealing

The Chargor undertook to each Senior Creditor 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 Charge 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

MG01 – continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

4.3 Conversion of floating charges

- (a) **By notice** It was agreed that, subject to the Insolvency Act 1986, and to compliance with any legal formalities required under any local jurisdiction in which property or assets charged under the Charge are situated, the Security Agent may by notice to the Chargor convert the floating charges created by the Charge into specific charges as regards all or any of the Chargor's assets, rights and property specified in the notice
- (i) if a Declared Default has occurred, or
 - (ii) if the Security Agent in good faith considers such assets, rights or property 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 immediate jeopardy
- (b) **Automatic conversion** It was agreed that, subject to the Insolvency Act 1986 and paragraph (c) below, and to compliance with any legal formalities required under any local jurisdiction in which property or assets charged under the Charge are situated, the floating charges created by the Charge shall (in addition to the circumstances in which the same will occur under general law) automatically be converted (without any notice) into fixed charges over the assets, rights and property of the Chargor
- (i) if the Chargor fails to comply with Clause 6 2 (Restrictions on dealing) of the Charge (as described in Clause 4 2 of this Form MG01) without the prior consent of the Security Agent,
 - (ii) on any meeting of the members or directors of the Chargor resolving a resolution to wind the Chargor up or put the Chargor into administration,
 - (iii) on a resolution being passed or an order being made for the winding-up, dissolution, administration or re-organisation of the Chargor,
 - (iv) on the appointment of a liquidator or an administrator (whether out of court or otherwise) to the Chargor,
 - (v) on any person levying or attempting to levy any distress, execution or other process against any Security Assets,
 - (vi) on the Chargor creating or attempting to create a trust over any of the Security Assets subject to the floating charge granted by the Chargor pursuant to Clause 6 1 (Creation of floating charge) of the Charge (as described in Clause 4 1 of this Form MG01) except as permitted under the Facilities Agreement or with the prior written consent of the Security Agent, or
 - (vii) on the holder of any other Security Interest whether ranking in priority to or pari passu with or after the charges and security contained in the Charge or the Chargor appointing, or requesting the appointment of, an administrator, an administrative receiver, receiver, manager or receiver and manager in respect of the Chargor

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(c) **Moratorium** It was agreed that, the floating charges created pursuant to Clause 6 1 (Creation of floating charge) of the Charge (as described in Clause 4 1 of this Form MG01) may not be converted into fixed charges solely by reason of

- (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium,
- under the Schedule A1 of Insolvency Act 1986

5. INTERPRETATION

In the Charge and in this Form MG01

Acquisition Documents means

- (a) the Gardaland Acquisition Documents,
- (b) the Legoland Acquisition Documents, and
- (c) the Tussauds Acquisition Documents,

each as defined in the Facilities Agreement

Amendment and Restatement Agreement means the amendment and restatement agreement dated 22 July 2010 amending and restating the Facilities Agreement between, amongst others, the Parent and the Security Agent

Assigned Agreements means each agreement or instrument or right or interest assigned or purported to be assigned pursuant to Clause 4 1 (Assignments) of the Original Security Agreements and Clause 5 1 (Assignments) of the Charge (as described in Clause 3 1 of this Form MG01)

Collection Accounts means the accounts of the Chargor set out in Schedule 5 (Details of Collection Accounts) of the Original Security Agreements and/or such accounts as the Chargor and the Security Agent may agree (or following the occurrence of a Declared Default) as the Security Agent shall specify

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

Default or Event of Default has the meaning given to that term in the Facilities Agreement

Excluded Intellectual Property has the meaning given to that term in the Facilities Agreement

Excluded Intellectual Property Right has the meaning given to that term in Clause 4 5(b) of the Charge, as described in Clause 2 5(b) of this Form MG01

MG01 – continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Excluded Property has the meaning given that term in Clause 4 2(a) of the Charge, as described in Clause 2 2(a) of this Form MG01

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

Facility Agent means the Security Agent in its capacity as facility agent under the Facilities Agreement

Finance Documents means the Facilities Agreement and (each as defined in the Facilities Agreement), 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 and any other document designated as a Finance Document by the Facility Agent and the Parent

Finance Party means the Facility Agent and the Security Agent, and (each as defined in the Facilities Agreement) the Arranger, a Lender, the Issuing Bank, a Hedge Counterparty or an Ancillary Lender

Fixtures means, in relation to any freehold or leasehold property mortgaged or charged by or pursuant to the Charge, 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 (each as defined in the Facilities Agreement) the Target, the Italian HoldCo and each of their respective Subsidiaries for the time being

Group Share Rights means, in relation to the Group Shares, all dividends and other distributions paid or payable after the date of the Charge on all or any of the Group Shares and all stocks, shares, securities (and the dividends and 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

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 (Group Shares) of the Original Security Agreements and Schedule 5 (Group Shares) of the Charge, as set out in Schedule 5 of this Form MG01

Hedging Agreement means any master agreement, confirmation, schedule or other agreement documented by way of ISDA documentation entered into or to be entered into by an Obligor and a Hedge Counterparty (as defined in the Facilities Agreement) pursuant to the Facilities Agreement for the purpose of hedging interest rate liabilities and/or any exchange rate or other risks in relation to the Term Facilities (as defined in the Facilities Agreement) in accordance with the Hedging Letter (as defined in the Facilities Agreement) delivered to the Facility Agent under Clause 4 1 (Conditions Precedent) of the Facilities Agreement

Insurances means all contracts and policies of insurance (including, for the avoidance of

MG01 – continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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 has the meaning given to that term in the Facilities Agreement, including but not limited to the intellectual property rights listed in Schedule 9 (Intellectual Property) of the Original Security Agreements and Schedule 6 (Intellectual Property) of the Charge, as set out in Schedule 6 of this Form MG01

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

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 from time to time

Investment Rights means, in relation to the Investments, all dividends, coupons and other distributions paid or payable after the date of the Charge 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

Member Interest Rights means all dividends and other distributions paid or payable after the date of the Charge in respect of all or any of the Member Interests 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 Member Interests or in substitution, conversion or exchange for any of the Member Interests

Member Interests means all interests of the Chargor as a member in any of its Subsidiaries which is a company limited by guarantee at any time during the Security Period including all such interests specified in Schedule 3 (Group Shares) of the Original Security Agreements and Schedule 5 (Group Shares) of the Charge, as set out in Schedule 5 of this Form MG01

Obligor means a Borrower or a Guarantor under the Facilities Agreement, each as defined therein

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

Parent means Merlin Entertainments Group Luxembourg 2 S à R L

Realisations Account means the account maintained from time to time by or in the name of the Chargor for the purposes of Clause 14.6 (Contingencies) of the Original Security Agreements with a Finance Party as the Security Agent may from time to time approve and

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

whether by way of transfer of monies, redesignation, renumbering, or otherwise and any sub-account(s) of such account

Security Accounts means the Collection Accounts and the Realisations Account

Security Agent means UniCredit Bank AG, London Branch (formerly known as Bayerische Hypo-Und Vereinsbank AG, London Branch)

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

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

Security Period means the period beginning on the date of the Charge and ending on the date on which the Security Agent is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

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

Subsidiary means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50% of the voting capital or similar right of ownership and **control** for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise

SCHEDULE 1

FREEHOLD PROPERTY – REGISTERED LAND

Chargor	County or District (or London Borough)	Address or Description	Title Number
Merlin Attractions Operations Limited	Ealing	Tussauds Studios Acton	NGL146881

MG01 – continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 2

LEASEHOLD LAND

Chargor	County or District (or London Borough)	Address or Description	Title Number
Merlin Attractions Operations Limited	Warwickshire	Warwick Castle	WK437726
	City of Westminster	Madame Tussauds, Marylebone Road, London NW1 5LR	NGL885937
	City of Westminster		LN169175

SCHEDULE 3

DETAILS OF COLLECTION ACCOUNTS

Account Name	CCY	Account No.	Bank
Merlin Attractions Operations Limited	GBP	81076183	HSBC Bank plc
Merlin Attractions Operations Limited	EUR	57337576	HSBC Bank plc
Merlin Attractions Operations Limited	USD	39306337	HSBC Bank plc
Merlin Attractions Operations Limited	GBP	81076175	HSBC Bank plc
Merlin Attractions Operations Limited	EUR	39306345	HSBC Bank plc
Merlin Attractions Operations Limited	GBP	81060740	HSBC Bank plc
Merlin Attractions Operations Limited	GBP	71060767	HSBC Bank plc
Merlin Attractions Operations Limited	Sterling Account	71060775	HSBC Bank plc

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 4

MATERIAL INSURANCE POLICIES

All policies are in the name of the Chargor.

Schedule of Insurances

Property Damage & Business Interruption Warwick Castle

Insurer	Ecclesiastical = 100%
Policy No	02/CHG/6004638
Period	01/11/09 to 31/10/10
Limit of Indemnity	Full sums insured

Primary Global Property Damage & Business Interruption

Insurer	AIG UK Ltd = 50% RSA = 25% ACE European Group Limited = 25%
Policy No	45003508
Period	01/11/09 to 31/10/10
Limit of Indemnity	GBP 100,000,000

Excess Property Damage & Business Interruption

Insurer	ACE Bermuda International Insurance (Ireland) = 22 5% Arch Insurance Company (Europe) Ltd = 10% Aspen Insurance = 10% Inter Hanover = 10% Liberty Mutual Insurance Europe Limited = 5% MARP London = 10% French (France) MITSUI = 7 5% QBE Insurance (Europe) Limited = 10% XL Insurance Company Limited = 15%
Policy No	B0716WCT092244243
Period	01/11/09 to 31/10/10
Limit of Indemnity	GBP 300,000,000 over GBP 100,000,000

Global (ROW) Terrorism-Property Damage & Business Interruption Excess

Insurer	Hiscox Syndicate 0033 (LEAD) = 25% A F Beazley and Others = 12% French (France) Aegis Syndicate 1225 = 12% Catlin Syndicate = 25% Chaucer Syndicates 1084 = 12 5%
---------	---

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Novae Syndicate 2007 = 6%
Glacier Insurance AG = 7.5%

Policy No B080118160G09
Period 01/11/09 to 31/10/10
Limit of Indemnity GBP 100,000,000 over GBP 100,000,000

Primary UK Employer's Liability & Global Public and Products Liability

Insurer ACE European Group Ltd
Policy No UKCANC33447
Period 01/11/09 to 31/10/10
Limit of Indemnity GBP 10,000,000

Excess Public & Products Liability £20M in excess of £10M

Insurer. Zurich Insurance Company = 75%
QBE Casualty Syndicate 386 = 25%

Policy No WCT092244252
Period 01/11/09 to 31/10/10
Limit of Indemnity GBP 20,000,000 over GBP 10,000,000

Excess Public Products Liability £70M in excess of £30M

Insurer
AIG UK LTD = 46%
Allied World Assurance Company (Europe) Ltd
= 19%
XL Insurance = 18%
ACE European Group Limited = 10%
Liberty Mutual Insurance Europe Limited = 7%

Policy No WCT092244254
Period 01/11/09 to 31/10/10
Limit of Indemnity GBP 70,000,000 over GBP 30,000,000

Excess Employer's Liability (UK)

Insurer AIG UK Limited
Policy No WCT092244257
Period 01/11/09 to 31/10/10
Limit of Indemnity GBP 15,000,000 over GBP 10,000,000

Contractors ALL Risks & Delay in Completion (Europe Only)

Insurer Aspen Insurance UK Ltd
Policy No DD008608
Period 01/11/09 to 31/10/10
Limit of Indemnity

MG01 – continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

UK Motor Fleet

Insurer	Zurich Insurance Company
Policy No	090/P001/JQ200248/9
Period	01/11/09 to 31/10/10
Limit of Indemnity	Fully comprehensive including uninsured loss recovery

Group Personal Accident & Business Travel

Insurer	ACE European Group Ltd
Policy No	53UK428795
Period	01/11/09 to 31/10/10
Limit of Indemnity	Various limits

UK Engineering Inspection & Plant Protections

Insurer	Zurich Insurance Company
Policy No	KT144996
Period	01/11/09 to 31/10/10
Limit of Indemnity	

Marine Cargo (Group)

Insurer	Chubb Insurance Company of Europe S A
Policy No	LOCHU09-0342
Period	01/11/09 to 31/10/10
Limit of Indemnity	GBP 5,000,000

Marine Hull-Removal of Wreck Insurance

Insurer	Travellers Insurance Company Ltd
Policy No	11014M09
Period	01/11/09 to 31/10/10
Limit of Indemnity	GBP 4,000,000

Pension Fund Trustees Liability

Insurer	AIG
Policy No	33582154
Period	01/11/09 to 31/10/10
Limit of Indemnity	GBP 7,500,000

Crime Insurance

Insurer	Chubb Insurance Company of Europe S A
Policy No	13817P09
Period	01/11/09 to 31/10/10
Limit of Indemnity	GBP 5,000,000

MG01 – continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Directors & Officers (Primary)

Insurer AIG
Policy No 33582405
Period 1/3/09 to 1/8/2010
Limit of Indemnity GBP 15,000,000

Directors & Officers (Excess)

Insurer Chubb
Policy No 82175563
Period 1/3/09 to 1/8/2010
Limit of Indemnity GBP 10,000,000 over GBP 15,000,000

SCHEDULE 5

GROUP SHARES

Obligor	Name of Company in which shares are held (or name of nominee (if any) holding legal title to shares)	Class of Shares	Number of Shares
None	N/A	N/A	N/A

MEMBERS INTERESTS

Chargor	Name of company in which Members' Interest held
None	N/A

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 6

INTELLECTUAL PROPERTY

Country	Trade Mark	Trade Mark Number	Expiry Date	Owned by
Australia	MADAME TUSSAUD'S	667321	21-Jul-2015	Merlin Attractions Operations Limited
European Community	MADAME TUSSAUDS & Device	3914744	05-Jul-2014	Merlin Attractions Operations Limited
European Community	MADAME TUSSAUDS Device	6469068	27-Nov-2017	Merlin Attractions Operations Limited
European Community	MADAME TUSSAUDS	6531677	20-Dec-2017	Merlin Attractions Operations Limited
Germany	MADAME TUSSAUD'S	2011159	31-Mar-2011	Merlin Attractions Operations Limited
Germany	TUSSAUD	2011160	31-Mar-2011	Merlin Attractions Operations Limited
Hong Kong	MADAME TUSSAUD'S	199806826	25-Aug-2016	Merlin Attractions Operations Limited
Hong Kong	MADAME TUSSAUDS Device	300244584	05-Jul-2014	Merlin Attractions Operations Limited
Hong Kong	MADAME TUSSAUDS HONG KONG Device	300624753	21-Apr-2016	Merlin Attractions Operations Limited
Madrid Protocol (United States)	SEA LIFE Device	3661207	16-Aug-2017	Merlin Attractions Operations Limited
Republic of Korea	MADAME TUSSAUDS Device	45-0025522	28-Nov-2018	Merlin Attractions Operations Limited
Singapore	MADAME TUSSAUD'S	S/6816/95	26-Jul-2015	Merlin Attractions Operations Limited
United Kingdom	MADAME TUSSAUD'S	1293077	27-Nov-2017	Merlin Attractions Operations Limited
United Kingdom	MADAME TUSSAUD'S	2105954	24-Jul-2016	Merlin Attractions Operations Limited

MG01 – continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Country	Trade Mark	Trade Mark Number	Expiry Date	Owned by
United Kingdom	MADAME TUSSAUDS (series of 6) Device	2348392	11-Nov-2013	Merlin Attractions Operations Limited
United Kingdom	MADAME TUSSAUDS FIGURES	2382643	21-Jan-2015	Merlin Attractions Operations Limited
United Kingdom	MADAME TUSSAUDS (series of 6) Device	2464762	21-Aug-2017	Merlin Attractions Operations Limited
United Kingdom	WARWICK CASTLE (series of 2) Device	2475906	24-Dec-2017	Merlin Attractions Operations Limited
United States of America	MADAME TUSSAUDS & Device	3023323	06-Dec-2015	Merlin Attractions Operations Limited
United States of America	MADAME TUSSAUD'S	2301216	21-Dec-2019	Merlin Attractions Operations Limited
Spain	Madame Tussauds	851507M	17-Jun-2014	Merlin Attractions Operations Limited
Spain	Madame Tussauds	851508M	17-Jun-2014	Merlin Attractions Operations Limited

MG01

Particulars of a mortgage or charge

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

NIL

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 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)

9 Signature

Please sign the form here

Signature

Signature

X Allen & Overy LLP X
20.08.16

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

MG01

Particulars of a mortgage or charge



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 Daniel Maggs

Company name Allen & Overy LLP

Address 40 Bank Street

London

Post town

County/Region

Postcode E 1 4 5 D U

Country UK

DX

Telephone 020 3088 3501



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6272935
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CONFIRMATORY SECURITY
AGREEMENT DATED 5 AUGUST 2010 AND CREATED BY
MERLIN ATTRACTIONS OPERATIONS 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 20 AUGUST 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 AUGUST 2010

P.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES