

MR01

Particulars of a charge

232 528/3



A fee is payable with this form
Please see 'How to pay' on the
last page.

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ What this form is for
You may use this form to register
a charge created or evidenced by
an instrument

☒ What this form is NOT for
You may not use this form to
register a charge where there is no
instrument. Use form MR01

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration with
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.

You must enclose a certified copy of the instrument with this form. It
must be scanned and placed on the public record.



L2BT14W0

LD4

03/07/2013

#41

COMPANIES HOUSE

WEDNESDAY

1 Company details

Company number 0 6 2 7 3 0 3 5

Company name in full Merlin US Holdings Limited

For official use

→ Filing in this form
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d2 d8 m0 m6 y2 y0 y1 y3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name UniCredit Bank AG, London Branch as agent and
trustee for the Senior Creditors (the Security
Agent)

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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Particulars of a charge

4	Description	Continuation page Please use a continuation page if you need to enter more details.
Description	<p>Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security</p>	
5	Fixed charge or fixed security	
6	<p>Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	
7	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	

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Particulars of a charge

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here.

Signature

Signature

X Allen & Overy LLP on behalf of the X
Security Agent on 3 July 2013

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

MR01

Particulars of a charge

Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Neil Coxhead

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country UK

DX

Telephone 020 3088 0000

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 a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument, it must be a certified copy

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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6273035

Charge code: 0627 3035 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th June 2013 and created by MERLIN US HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd July 2013.

A handwritten signature, possibly reading 'P', in black ink.

Given at Companies House, Cardiff on 5th July 2013



EXECUTION VERSION

Except for material redacted
pursuant to s859G of the
Companies Act 2006 I certify
that this is a correct copy of the
original document

Allen & Overy LLP, 3/7/13

THIRD CONFIRMATORY SECURITY AGREEMENT

28 June 2013

MERLIN ENTERTAINMENTS GROUP LUXEMBOURG 2 S À R.L.

and

THE CHARGORS named herein

and

UNICREDIT BANK AG, LONDON BRANCH
as the Security Agent

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED is dated 28 June 2013 and is made

BETWEEN

- (1) **MERLIN ENTERTAINMENTS GROUP LUXEMBOURG 2 S.À R.L.**, a private limited liability company (*societe a responsabilite limtee*), incorporated under the laws of Luxembourg, having its registered office at 19 rue de Bitbourg, L-1273 Luxembourg, having a current share capital of EUR346,300 and registered with the Luxembourg companies and trade register under number B108 847 (the **Parent**),
- (2) **THE COMPANIES** identified in Schedule 1 (Chargors) (each a **Chargor** and together the **Chargors**), and
- (3) **UNICREDIT BANK AG, LONDON BRANCH** as agent and trustee for the Senior Creditors (the **Security Agent**)

BACKGROUND

- (A) Pursuant to two first priority security agreements dated 21 May 2007 each as amended and supplemented by deeds of accession and supplemental security agreements or otherwise from time to time (each an **Original Security Agreement** and together the **Original Security Agreements**) between the Chargors and the Security Agent, the Chargors created Security Interests over certain of their assets as security for, amongst other things, the present and future obligations and liabilities of each Obligor under the Finance Documents (as amended or supplemented)
- (B) Pursuant to
 - (i) a confirmatory security agreement between the Chargors (other than M E G H Limited) and the Security Agent dated 5 August 2010 as amended and supplemented by
 - I a deed of accession between Merlin Entertainments (Blackpool) Limited the Parent and the Security Agent dated 26 November 2010,
 - II a deed of accession between Merlin Entertainments (Asia Pacific) Limited, the Parent and the Security Agent dated 17 December 2010,
 - III a supplemental security agreement between Thorpe Park Operations Limited and the Security Agent dated 17 December 2010,
 - IV a supplemental security agreement between Merlin Entertainments (Sea Life) Limited and the Security Agent dated 17 December 2010, and
 - V a supplemental security agreement between The London Eye Company (now known as the London Eye Management Services Limited) and the Security Agent dated 17 December 2010,or otherwise from time to time (the **First Confirmatory Security Agreement**),
 - (ii) a confirmatory security agreement dated 5 August 2010 as amended and supplemented by deeds of accession and supplemental security agreements or otherwise from time to time (the **M.E.G.H Confirmatory Security Agreement**) between, among others, M E G H Limited and the Security Agent, and

- (iii) a confirmatory security agreement between, among others, the Chargors (as defined therein) and the Security Agent dated 24 May 2011 (the **Second Confirmatory Security Agreement**),

each Chargor and M E G H Limited respectively, confirmed Security Interests over certain of its assets as security for, amongst other things, the present and future obligations and liabilities of each Obligor under the Finance Documents (as amended or supplemented)

- (C) The Facilities Agreement (as previously amended and supplemented from time to time) has been, or will be, amended and restated by an amendment and restatement agreement dated on or about the date of this Deed between, among others, the Parent and the Security Agent (the **Amendment and Restatement Agreement**) (the Facilities Agreement as amended by the Amendment and Restatement Agreement being the **Restated Facilities Agreement**)
- (D) The Parent, the Chargors and the Security Agent consider that the Security Interests created by the Chargors under the Original Security Agreements, the First Confirmatory Security Agreement, the M E G H Confirmatory Security Agreement and the Second Confirmatory Security Agreement secure payment of the Secured Liabilities (as defined below) but are entering into this Deed in case they do not
- (E) This Deed is supplemental to each Original Security Agreement, the First Confirmatory Security Agreement, the M E G H Confirmatory Security Agreement and the Second Confirmatory Security Agreement
- (F) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows

1. DEFINITIONS AND INTERPRETATION

1.1 Interpretation

- (a) Capitalised terms defined in the Restated Facilities Agreement have, unless expressly defined in this Deed, the same meaning in this Deed
- (b) The provisions of clause 1.2 (Construction) of the Restated Facilities Agreement apply to this Deed as though they were set out in full in this Deed except that references to this Agreement are to be construed as references to this Deed
- (c)
 - (i) A Finance Document or other document or security includes (without prejudice to any prohibition on amendments) any amendment to that Finance Document or other document or security, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility,
 - (ii) the term **this Security** means any security created by this Deed, and
 - (iii) a reference to any asset, unless the context otherwise requires, includes any present and future assets.
- (d) The Parent, for itself and as agent for and on behalf of all the Chargors agrees to the matters provided herein
- (e) Any covenant of the Chargors under this Deed (other than a payment obligation) remains in force during the Security Period

- (f) The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- (g) Each Original Security Agreement, the First Confirmatory Security Agreement, the M E G H Confirmatory Security Agreement, the Second Confirmatory Security Agreement and this Deed shall be read as one to this extent and so that references in each Original Security Agreement, the First Confirmatory Security Agreement, the M E G H Confirmatory Security Agreement and the Second Confirmatory Security Agreement to "this Security Agreement", "this Deed", "herein" and similar phrases shall be deemed to include this Deed
- (h) If the Security Agent considers that an amount paid to a Finance Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed
- (i) Unless the context otherwise requires, a reference to a Security Asset includes
 - (i) any part of that Security Asset,
 - (ii) any proceeds of that Security Asset, and
 - (iii) any present and future assets of that type
- (j) A reference in this Deed to any share, stock, debenture, bond, warrant, coupon or other security or investment includes
 - (i) any dividend, interest or other distribution paid or payable, and
 - (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

1.2 Definitions

In this Deed

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, clause 5 1 (Assignments) of the First Confirmatory Security Agreement, clause 5.1 (Assignments) of the M E G H Confirmatory Security Agreement, Clause 5 1 (Assignments) of the Second Confirmatory Security Agreement, Clause 5 1 (Assignments) of this Deed and/or any Deed of Accession

Collection Accounts means the accounts of the Chargors set out in Schedule 3 (Details of Collection Accounts) of this Deed and/or such accounts as the relevant Chargor and the Security Agent may agree or (following the occurrence of a Declared Default) as the Security Agent shall specify

Deed of Accession means a deed of accession to this Deed substantially in the form of Schedule 9 (Form of Deed of Accession)

Default Rate means, until the end of the Security Period, at any time, a rate determined in accordance with clause 14 3 (Default interest) of the Restated Facilities Agreement

Excluded Intellectual Property Right has the meaning given to it in Clause 4 5(b) (Fixed security over Intellectual Property)

Fixtures has the meaning given to it in the Original Security Agreements

Group Share Rights has the meaning given to it in the Original Security Agreements

Group Shares means all shares owned by a Chargor in its Subsidiaries at any time during the Security Period including those shares specified in Schedule 5 (Group Shares and Members Interests) of this Deed 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 5 (Group Shares and Members Interests) of this Deed or as are specified in the schedule to a Deed of Accession to which it is party

Insurances means

- (a) 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 any Chargor or (to the extent of such interest) in which any Chargor has an interest, but excluding any third party liability or public liability insurance and any directors or officers insurance, and
- (b) the Material Insurance Policies

Investments has the meaning given to it in the Original Security Agreements

Investment Rights has the meaning given to it in the Original Security Agreements

Intellectual Property has the meaning given to that term in the Restated Facilities Agreement, including but not limited to the intellectual property rights listed in Schedule 6 (Intellectual Property) of this Deed

Material Insurance Policies means the policies listed in Schedule 4 (Material Insurance Policies) of this Deed

Member Interest means all interests of a 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 5 (Group Shares and Members Interests) of this Deed or in the schedule to any Deed of Accession or, when used in relation to a particular Chargor, such of those interests as are specified against its name in Schedule 5 (Group Shares and Members Interests) of this Deed or as specified in the schedule to a Deed of Accession to which it is a party

Member Interest Rights means all dividends and other distributions paid or payable after the date of this Deed 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

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 14.6 (Contingencies) of the Original Security Agreements 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

Secured Liabilities means 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

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

Security Assets has the meaning given to it in the Original Security Agreements

Security Interests has the meaning given to it in the Original Security Agreements

Security Period has the meaning given to it in the Original Security Agreements

Senior Creditors has the meaning given to that term in the Intercreditor Agreement.

2. CREATION OF SECURITY

(a) All the security created under this Deed

- (i) is created in favour of the Security Agent,
- (ii) is created with effect on and from the Effective Date,
- (iii) is created over present and future assets of the Chargors,
- (iv) is security for the payment and satisfaction of all the Secured Liabilities, and
- (v) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

(b) The Security Agent holds the benefit of this Deed on trust for the Finance Parties

(c) All the security created under this Deed

- (i) is created in case the security created by the Original Security Agreements, the First Confirmatory Security Agreement, the M E G H Confirmatory Security Agreement and/or the Second Confirmatory Security Agreement does not secure all of the Secured Liabilities, and
- (ii) is created in addition to and does not affect the security created by the Original Security Agreements, the First Confirmatory Security Agreement, the M E G H Confirmatory Security Agreement and the Second Confirmatory Security Agreement

(d) Where this Deed purports to create (as appropriate) a first fixed Security Interest, that Security Interest will be a Security Interest ranking subject to the relevant Security Interest created by the Original Security Agreements, the First Confirmatory Security Agreement, the M E G H Confirmatory Security Agreement and/or the Second Confirmatory Security Agreement until such time as the relevant Security Interests created by the Original Security Agreements, the First Confirmatory Security Agreement, the M E G H Confirmatory Security Agreement and/or the Second Confirmatory Security Agreement cease to have effect

(e) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreements, the First Confirmatory Security Agreement, the M E G H Confirmatory Security Agreement and/or the Second Confirmatory Security Agreement and the same asset or right is expressed to be assigned again under this Deed, the assignment under this Deed will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant Security Interests created by the Original Security Agreements, the First Confirmatory Security Agreement, the M E G H Confirmatory Security Agreement and/or the Second Confirmatory Security Agreement cease to have effect at a time when this Deed still has effect

- (f) The fact that no or incomplete details of any Security Asset are inserted in relevant Schedules of this Deed or in the schedule to any Deed of Accession (if any) by which any Chargor became party to this Deed does not affect the validity or enforceability of this Security

3. COVENANT TO PAY

3.1 Covenant to pay

Each Chargor, as primary obligor and not merely as surety, covenants with the Security Agent (as agent and trustee as aforesaid) that it will on demand pay or discharge the Secured Liabilities on the date or dates on which such Secured Liabilities have become due or apply and in the manner provided in the relevant Finance Document

3.2 Interest

Any amount not paid under the Finance Documents (including, without limitation, this Deed) when it has become due shall bear interest (after as well as before judgment or the liquidation or administration of any Chargor, and payable on demand) at the Default Rate from the due date until the date such amount is unconditionally and irrevocably paid and discharged in full, save to the extent that interest at such rate on such amount for such period is charged pursuant to the relevant Finance Document and itself constitutes a Secured Liability

4. FIXED SECURITY

4.1 Fixed security over freehold and leasehold property

- (a) Each Chargor as continuing security for the payment, discharge and performance of all Secured Liabilities at any time owed or due to the Senior Creditors (or any of them), charges in favour of the Security Agent (as agent and trustee for the Senior Creditors)
- (i) by way of first legal mortgage all the freehold and leasehold property (if any) now belonging to it specified in Part 1 (Freehold Property – Registered Land) and/or Part 2 (Leasehold Land) of Schedule 2 (Freehold and Leasehold property) to this Deed and/or in the schedule to the Deed of Accession by which it became party to this Deed (where relevant), and
 - (ii) 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 any 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
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants

4.2 Leases restricting charging

- (a) There shall be excluded from the charge created under Clause 4.1 (Fixed security over freehold and leasehold property), from the operation of clause 12 (Further Assurances) of the Original Security Agreements as incorporated into this Deed pursuant to Clause 8 (Incorporation) and from the charge created under Clause 6.1 (Creation of floating charges) any heritable or leasehold property held by a Chargor under a lease which either precludes absolutely or conditionally (including requiring the

consent of any third party) that 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, each relevant Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this Deed 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 I (Fixed security over freehold and leasehold property) 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

4.3 Fixed security over specified assets

Each Chargor as continuing security for the payment, discharge and performance of all Secured Liabilities at any time owed or due to the Senior Creditors (or any of them), charges absolutely, to the extent that they are not assigned, 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, 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 such 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) 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)) all Investments and Investment Rights held by it

4.4 Fixed security over Group Shares/Member Interests

Each 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) charges 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 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,

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 relevant Chargor free from the security created under this Clause 4.4 (Fixed security over Group Shares/Member Interests) (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 relevant Chargor, and
- (ii) subject to clause 7.6 (Exercise of Group Share Rights/Member Interest Rights) of each Original Security Agreement as incorporated into this Deed pursuant to Clause 8 (Incorporation), until the occurrence of a Declared Default, all voting rights attaching to the relevant Group Shares may be exercised by the relevant Chargor or, where the shares have been registered in the name of the Security Agent or its nominee, as the relevant 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 relevant Chargor to do so

4.5 Fixed security over Intellectual Property

- (a) Each Chargor as continuing security for the payment, discharge and performance of all Secured Liabilities at any time owed or due to the Senior Creditors (or any of them) charges in favour of the Security Agent (as agent and trustee for the Senior Creditors) by way of first fixed charge all its present and future Intellectual Property
- (b) Without prejudice to clause 27.30 (Further assurance) of the Restated Facilities Agreement, in relation to any Intellectual Property specified in this Clause 4.5 (Fixed security over Intellectual Property), 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 Right which is considered by the Security Agent (acting reasonably) to be material to the Group as a whole, each relevant Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this Deed and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, 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) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property Right shall stand charged to the Security Agent under this Clause 4.5 (Fixed security over Intellectual Property). If required by the Security Agent, at any time following receipt of that waiver or consent, the relevant Chargor will forthwith execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require

4.6 Omissions

- (a) The fact that no details or incomplete details of freehold, heritable and/or leasehold properties are included or inserted in Schedule 2 (Freehold and Leasehold property) to this Deed or in the schedule to the Deed of Accession (if any) by which any Chargor became a party to this Deed shall not affect the validity or enforceability of the charges created by this Deed
- (b) The omission from Schedule 3 (Details of Collection Accounts) to this Deed or from the schedule to the Deed of Accession (if any) by which any Chargor became a party to this Deed of details of any Group Shares owned or enjoyed by any Chargor shall not affect the validity or enforceability of the charges created by this Deed

4.7 Notices of charge in respect of Security Accounts

Each Chargor must

- (a) promptly serve a notice of charge in respect of the Security Accounts substantially in the form of Part 1 (Form of Security Account Notice of Charge) of Schedule 8 (Security Account Notice and Acknowledgement) on any bank, financial institution or other person that operates the Security Accounts, and
- (b) use its reasonable endeavours to ensure that each such entity or person acknowledges the notice either
 - (i) substantially in the form of Part 2 (Form of Security Account Acknowledgement) of Schedule 8 (Security Account Notice and Acknowledgement), or
 - (ii) if such entity or person was an addressee of such equivalent notice previously under the First Confirmatory Security Agreement, the M E G H Confirmatory Security Agreement or the Second Confirmatory Security Agreement, in the form acknowledged by such entity or person under that First Confirmatory Security Agreement, the M E G H Confirmatory Security Agreement or the Second Confirmatory Security Agreement (as applicable)

5. ASSIGNMENTS

5.1 Assignments

Each 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 agreement dated on or about the date of the Original Security Agreements, assigns and agrees 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,
- (b) the Acquisition Documents, and
- (c) the Hedging Agreements, and
- (d) (to the extent not effectively charged under Clause 4.4 (Fixed security over Group Shares/Member Interests)), 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 relevant Chargor re-assign the Assigned Agreements to that Chargor (or as it shall direct)

5.2 Notices of assignment

- (a) Each 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 relevant Insurances, by sending a notice in the form of Part 1 (Form of Notice of assignment in respect of Insurances) of Schedule 7 (Notices and Acknowledgments of Assignment) to this Deed (with such amendments as the Security Agent may agree) duly completed to each of the other parties to the Insurances, and
 - (ii) in and to the other Assigned Agreements by sending a notice substantially in the form of Part 3 (Form of Notice in respect of Assigned Agreements) of Schedule 7 (Notices and Acknowledgments of Assignment) to this Deed (with such amendments as the Security Agent may agree) to each of the other parties to such Assigned Agreements,

and the Parent and each Chargor incorporated in England and Wales shall use its reasonable endeavours to procure that within 14 days of the date of this Deed (or such longer period approved in writing by the Security Agent) each such other party delivers a letter of undertaking to the Security Agent

- (iii) (in the case of the Insurances)
 - (A) in the form of Part 2 (Form of Insurer Letter of Undertaking) of Schedule 7 (Notices and Acknowledgments of Assignment) to this Deed, or
 - (B) if such party was an addressee of such letter of undertaking previously under the First Confirmatory Security Agreement the M E G H Confirmatory Security Agreement or the Second Confirmatory Security Agreement, in the form acknowledged by such party under that First Confirmatory Security Agreement, the M E G H Confirmatory Security Agreement or the Second Confirmatory Security Agreement (as applicable),
- (iv) (in the case of each of the other Assigned Agreements) in the form of Part 4 (Form of Acknowledgement of Counterparty to relevant Assigned Agreement) of Schedule 7 (Notices and Acknowledgments of Assignment) to this Deed,

in each case with such amendments as the Security Agent may agree

- (b) Any such notice required in accordance with paragraph (a) above to be given to any person which is also a Chargor, and any such undertaking required in accordance with paragraph (a) above to be

given to the Security Agent by any person which is also a Chargor, need not actually be given, but this Deed and the Schedules to this Deed and the execution of this Deed by such Chargor shall be deemed to constitute such notice or such undertaking (as the case may be) with respect to the relevant Assigned Agreement

5.3 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) is not assignable or capable of assignment, such assignment purported to be effected by Clause 5 1 (Assignments) shall operate as

- (a) in the case of the Insurances, an assignment of any and all proceeds of present or future Insurances received by each 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 any 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)

5.4 Exercise of rights under Assigned Agreements before Declared Default

Until the occurrence of a Declared Default

- (a) the Security Agent shall permit the relevant 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 this Deed 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)

6. FLOATING CHARGES AND NEGATIVE PLEDGES

6.1 Creation of floating charges

Each 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 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) and all security assignments created by or pursuant to Clause 5 (Assignments) or any other provision of this Deed not effectively charged by way of first fixed charge under Clauses 4 1 (Fixed security over freehold and leasehold property) to 4 5 (Fixed security over Intellectual Property) inclusive above, including any heritable, leasehold and other property and other assets and undertakings in Scotland

6.2 Restrictions on dealing

Each Chargor undertakes 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 this Deed or any other Transaction 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

6.3 Conversion of floating charges

- (a) **By notice** 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 this Deed are situated, the Security Agent may by notice to any Chargor convert the floating charges created by this Deed into specific charges as regards all or any of such 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** 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 this Deed are situated, the floating charges created by this Deed 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 any Chargor
 - (i) if any Chargor fails to comply with Clause 6.2 (Restrictions on dealing) without the prior consent of the Security Agent;
 - (ii) on any meeting of the members or directors of such Chargor resolving a resolution to wind such Chargor up or put such Chargor into administration,
 - (iii) on a resolution being passed or an order being made for the winding-up, dissolution, administration or re-organisation of such Chargor,
 - (iv) on the appointment of a liquidator or an administrator (whether out of court or otherwise) to such Chargor,
 - (v) on any person levying or attempting to levy any distress, execution or other process against any Security Assets,
 - (vi) on such Chargor creating or attempting to create a trust over any of the Security Assets subject to the floating charge granted by such Chargor pursuant to Clause 6.1 (Creation of floating charges) except as permitted under the Restated 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 this Deed or such Chargor appointing, or requesting the appointment of, an administrator, an administrative receiver, receiver, manager or receiver and manager in respect of such Chargor
- (c) **Moratorium** the floating charges created pursuant to Clause 6.1 (Creation of floating charges) 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 Schedule A1 of Insolvency Act 1986

7. QUALIFYING FLOATING CHARGE

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to all floating charges created pursuant to this Deed

8. INCORPORATION

The provisions of clause 6 (Implied Covenants as to Title) to 26 (Covenant to Release) (inclusive) and clause 27.2 to 27.4 (Governing Law and Submission to Jurisdiction) (inclusive) of each Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed

9. MISCELLANEOUS

- (a) The Original Security Agreements, the First Confirmatory Security Agreement, the M E G H Confirmatory Security Agreement and the Second Confirmatory Security Agreement will remain in full force and effect
- (b) This Deed is a Finance Document

10. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law

This Deed has been entered into as a deed on the date stated at the beginning of this Deed

SCHEDULE 1

CHARGORS

Chargor	Registered number	Jurisdiction
Alton Towers Resort Operations Limited	06127441	England and Wales
Charcoal CLG 1 Limited	06128422	England and Wales
Charcoal CLG 2 Limited	06128435	England and Wales
Charcoal Holdco Limited	06125928	England and Wales
Charcoal Midco 1 Limited	06125930	England and Wales
Charcoal Newco 1 Limited	06128686	England and Wales
Charcoal Newco 1A Limited	06130062	England and Wales
Chessington Hotel Limited (formerly Tussauds Hotels South Limited)	05686193	England and Wales
Chessington World of Adventures Operations Limited	06128521	England and Wales
CWA Propco Limited	06273039	England and Wales
Legoland US Holdings Limited	06273037	England and Wales
LEGOLAND Windsor Park Limited	02721728	England and Wales
London Aquarium (South Bank) Limited	06553877	England and Wales
London Dungeon Limited	01147673	England and Wales
London Eye Holdings Limited	05686179	England and Wales
London Eye Management Services Limited (formerly the London Eye Company Limited)	02896849	England and Wales
M E G H Limited	05022289	England and Wales
Merlin Attractions Operations Limited (formerly Tussauds Attractions Operations Limited)	06272935	England and Wales
Merlin Entertainments (Asia Pacific) Limited	03767102	England and Wales
Merlin Entertainments (Blackpool) Limited	02429776	England and Wales
Merlin Entertainments (Dungeons) Limited	03671067	England and Wales
Merlin Entertainments (Sea Life) Limited	02182098	England and Wales

Chargor	Registered number	Jurisdiction
Merlin Entertainments Developments Limited	04598949	England and Wales
Merlin Entertainments Group Holdings Limited (formerly Charcoal Newco 2 Limited)	06125929	England and Wales
Merlin Entertainments Group International Limited	05014685	England and Wales
Merlin Entertainments Group Limited	05022287	England and Wales
Merlin Entertainments Group Operations Limited	03671093	England and Wales
Merlin US Holdings Limited	06273035	England and Wales
Sea Life Centre (Blackpool) Limited	02407713	England and Wales
Thorpe Park Operations Limited	06127478	England and Wales
Tussauds (NBD) Limited	05010879	England and Wales
Wizard Acquisitionco Limited	05417889	England and Wales
Wizard Bondco Limited	05447232	England and Wales
Wizard Equityco Limited	05446431	England and Wales
Merlin Entertainments Group Luxembourg 2 S à r l	B108 847	Luxembourg
Merlin Entertainments Group Luxembourg 3 S à r l (having a share capital of EUR 346,300)	B109 647	Luxembourg

SCHEDULE 2

FREEHOLD AND LEASEHOLD PROPERTY

PART 1

FREEHOLD PROPERTY – REGISTERED LAND

Land Registry

Charge of Whole

Chargor	County or District (or London Borough)	Address or Description	Title Number
Merlin Attractions Operations Limited (formerly Tussauds Attractions Operations Limited)	Ealing	43 to 55 (odd) The Vale, London W3 7RR	NGL146881
Merlin Entertainments (Sea Life) Limited	Cornwall	The Seal Sanctuary, Gweek, Helston TR12 6UG	CL143097
Merlin Attractions Operations Limited	Staffordshire	Calwich Cottage Farm, Denstone Lane, Uttoxeter ST14 5DG	SF435756
		The Old Mill, Alton, Stoke-on-Trent, ST10 4BU	SF286312
		Horseshoe Wood, Alton Towers, Alton, Stoke on Trent ST10 4DB	SF516409
		Alton Towers Hotel, Wootton Lane, Alton	SF411619
Merlin Attractions Operations Limited	Kingston upon Thames	Chessington World of Adventures, Leatherhead Road, Chessington KT9 2NE	TGL155538
Chessington Hotel Limited (previously known as Tussauds Hotels South Limited)	Kingston upon Thames	Chessington World of Adventures Hotel, Leatherhead Road, Chessington KT9 2NE	SGL676668
Merlin Attractions Operations Limited	Berkshire	Legoland Windsor, Winkfield Road, Windsor, Berkshire SL4 4AY	BK74116

PART 2
LEASEHOLD LAND

Land Registry

Charge of Whole

Chargor	County or District (or London Borough)	Address or Description	Title Number
Merlin Entertainments Group Limited	Poole Borough/Dorset	2nd Floor Link House, 25 West Street, Poole, BH15 1LL	DT370937
Merlin Entertainments (Sea Life) Limited	Poole Borough/Dorset	Dolphin House, 3 Market Close, Poole BH15 1NQ	DT365570
	Birmingham	National Sea Life Centre, Brindley Place, Birmingham	WM658580
	Birmingham	Land on the side of the Aquarium, Brindley Place	WM658582
	Brighton and Hove	Sea Life Centre, Madeira Drive, Brighton BN2 1TB	ESX174846
	Brighton and Hove	The Kiosk at the Aquarium Madeira Drive, Brighton	ESX203045
	Brighton and Hove	Kiosk on west side of Beach Tunnel entrance, The Aquarium, Madeira Drive, Brighton	ESX204631
	Brighton and Hove	Kiosk at north west side of Main Steps, The Aquarium, Madeira Drive, Brighton	ESX204632
	Norfolk	Sea Life Centre, Seagate Road, Hunstanton, PE36 5BH	NK103799
	Scarborough	Sea Life Centre North Bay Promenade, Scarborough YO12 6RP	NYK112885
	Weymouth and Portland/Dorset	Weymouth Sea Life Centre Preston Beach Road, Weymouth DT4 7SX	DT198101
	Weymouth and Portland/Dorset	Adventure Golf, Preston Beach Road, Weymouth DT4 7SX	DT323754

Chargor	County or District (or London Borough)	Address or Description	Title Number
	Norfolk	Land fronting Marine Parade, Great Yarmouth	NK96412
	York	12 Clifford Street, York YO1 9RD	NYK200750
Merlin Attractions Operations Limited	Staffordshire	Alton Towers, Alton, Stoke on Trent ST10 4DB	SF530664
	Staffordshire	Alton Towers Hotel, Alton Towers, Alton, Stoke on Trent, ST10 4RP	SF530670
Chessington World of Adventures Operations Limited	Kingston upon Thames	Land at Chessington World of Adventures Hotel, Leatherhead Road, Chessington KT9 2NE	SGL676669
London Aquarium (South Bank) Limited	Lambeth	London Aquarium, Riverside Building, Belvedere Road, London	TGL310458
	Lambeth	London Aquarium, Sub-basement, Riverside Building, Belvedere Road, London	TGL342692
London Eye Management Services Limited (formerly the London Eye Company Limited)	Lambeth	Part of Jubilee Gardens, County Hall, Belvedere Road, London SE1 7PB (underlease)	TGL234479
	Lambeth	Land at Jubilee Gardens, County Hall, Belvedere Road, London SE1 7PB (underlease)	TGL269466
	Lambeth	Part of the basement and ground floor, Riverside Building, Belvedere Road, London SE1 7PB	TGL332431
	Lambeth	Part of Riverside Building, Belvedere Road, London SE1 7PB (sub-underlease)	TGL234542
Merlin Attractions Operations Limited	Surrey	Thorpe Park, Staines Lane, Chertsey	SY765030
	Surrey	Land on the east side of Staines Road, Thorpe, Egham	SY767063
	Surrey	Thorpe Park Hotel, Staines Lane, Chertsey	SY765043
Merlin Entertainments (Sea Life) Limited	Blackpool	Sea Life Centre, Promenade, Blackpool FY1 5AA	LAN76871

Charger	County or District (or London Borough)	Address or Description	Title Number
Merlin Attractions Operations Limited (formerly Tussauds Attractions Operations Limited)	Warwickshire	Warwick Castle, Castle Hill, Warwick CV34 4QX	WK437726
	City of Westminster	Madame Tussauds, Marylebone Road, London NW1 5LR	NGL885937
	City of Westminster	Part of the site of 65 and 66 York Terrace	LN169175

SCHEDULE 3
DETAILS OF COLLECTION ACCOUNTS

Account Name	CCY	Account No.	Bank
Alton Towers Resort Operations Limited	GBP	0724	HSBC Bank plc
Charcoal Newco 1 Limited	GBP	6877	HSBC Bank plc
Charcoal Newco 1 Limited	EUR	3702	HSBC Bank plc
Charcoal Newco 1A Limited	GBP	7690	HSBC Bank plc
Charcoal Newco 1A Limited	EUR	5858	HSBC Bank plc
Chessington Hotel Limited	GBP	1542	HSBC Bank plc
Chessington Hotel Limited	GBP	5555	HSBC Bank plc
Chessington World Of Adventures Operations Limited	GBP	0759	HSBC Bank plc
LEGOLAND Windsor Park Limited	GBP	6124	HSBC Bank plc
London Aquarium (South Bank) Limited	GBP	4880	HSBC Bank plc
London Dungeon Limited	GBP	6329	HSBC Bank plc
London Eye Holdings Limited	GBP	1496	HSBC Bank plc
M E G H Limited	GBP	6337	HSBC Bank plc
Merlin Attractions Operations Limited	GBP	6183	HSBC Bank plc
Merlin Attractions Operations Limited	EUR	7576	HSBC Bank plc
Merlin Attractions Operations Limited	USD	6337	HSBC Bank plc
Merlin Attractions Operations Limited	GBP	6175	HSBC Bank plc
Merlin Attractions Operations Limited	EUR	6345	HSBC Bank plc
Merlin Attractions Operations Limited	GBP	0740	HSBC Bank plc
Merlin Attractions Operations Limited	GBP	0775	HSBC Bank plc
Merlin Attractions Operations Limited	CAD	9413	HSBC Bank plc
Merlin Attractions Operations Limited	AUD	9260	HSBC Bank plc
Merlin Attractions Operations Limited	DKK	8256	HSBC Bank plc
Merlin Attractions Operations Limited	HKD	8248	HSBC Bank plc
Merlin Attractions Operations Limited	THB	9252	HSBC Bank plc
Merlin Attractions Operations Limited	JPY	1908	HSBC Bank plc
Merlin Attractions Operations Limited	NZD	1881	HSBC Bank plc
Merlin Attractions Operations Limited	GBP	1308	HSBC Bank plc
Merlin Entertainments (Asia Pacific) Limited	AUD	7539	HSBC Bank plc
Merlin Entertainments (Blackpool) Limited	GBP	6575	HSBC Bank plc
Merlin Entertainments (Blackpool) Limited	GBP	6583	HSBC Bank plc
Merlin Entertainments (Blackpool) Limited	GBP	6591	HSBC Bank plc
Merlin Entertainments (Dungeons) Limited	GBP	6280	HSBC Bank plc
Merlin Entertainments (Dungeons) Limited	GBP	6299	HSBC Bank plc
Merlin Entertainments (Dungeons) Limited	GBP	6302	HSBC Bank plc
Merlin Entertainments (Dungeons) Limited	GBP	7050	HSBC Bank plc
Merlin Entertainments (Sea Life) Limited	GBP	6566	HSBC Bank plc
Merlin Entertainments (Sea Life) Limited	GBP	6582	HSBC Bank plc
Merlin Entertainments (Sea Life) Limited	GBP	6590	HSBC Bank plc
Merlin Entertainments (Sea Life) Limited	GBP	6574	HSBC Bank plc
Merlin Entertainments (Sea Life) Limited	EUR	2679	HSBC Bank plc
Merlin Entertainments Developments Limited	GBP	2845	HSBC Bank plc
Merlin Entertainments Developments Limited	EUR	6786	HSBC Bank plc
Merlin Entertainments Developments Limited	USD	0819	HSBC Bank plc
Merlin Entertainments Group Holdings Limited	GBP	6507	HSBC Bank plc

Account Name	CCY	Account No.	Bank
Merlin Entertainments Group Holdings Limited	EUR	7012	HSBC Bank plc
Merlin Entertainments Group Holdings Limited	USD	1014	HSBC Bank plc
Merlin Entertainments Group Holdings Limited	HKD	1656	HSBC Bank plc
Merlin Entertainments Group Holdings Limited	THB	9052	HSBC Bank plc
Merlin Entertainments Group Holdings Limited	DKK	1002	HSBC Bank plc
Merlin Entertainments Group Holdings Limited	CHF	1450	HSBC Bank plc
Merlin Entertainments Group Holdings Limited	AUD	4053	HSBC Bank plc
Merlin Entertainments Group Holdings Limited	NZD	4061	HSBC Bank plc
Merlin Entertainments Group Holdings Limited	CAD	8910	HSBC Bank plc
Merlin Entertainments Group Holdings Limited	CNY	0990	HSBC Bank plc
Merlin Entertainments Group Holdings Limited	GBP	6440	Barclays Bank plc
Merlin Entertainments Group Holdings Limited	GBP	1745	Royal Bank of Scotland
Merlin Entertainments Group Holdings Limited	GBP	1893	Royal Bank of Scotland
Merlin Entertainments Group Holdings Limited	JPY	3510	HSBC Bank plc
Merlin Entertainments Group Holdings Limited	AUD	Redacted 4305 -	Unicredit Bank AG, London
Merlin Entertainments Group Holdings Limited	EUR	Redacted 4306	Unicredit Bank AG, London
Merlin Entertainments Group Holdings Limited	GBP	Redacted 4307	Unicredit Bank AG, London
Merlin Entertainments Group Holdings Limited	USD	Redacted 4308	Unicredit Bank AG, London
Merlin Entertainments Group International Limited	GBP	6345	HSBC Bank plc
Merlin Entertainments Group Limited	GBP	6604	HSBC Bank plc
Merlin Entertainments Group Operations Limited	GBP	6485	HSBC Bank plc
Merlin Entertainments Group Operations Limited	GBP	1476	HSBC Bank plc
Merlin US Holdings Limited	GBP	1530	HSBC Bank plc
Sea Life Centre (Blackpool) Limited	GBP	9468	HSBC Bank plc
London Eye Management Services Limited (formerly the London Eye Company Limited)	GBP	6439	HSBC Bank plc
Thorpe Park Operations Limited	GBP	6471	HSBC Bank plc
Tussauds (NBD) Limited	GBP	9451	HSBC Bank plc
Wizard Acquisitionco Limited	GBP	6558	HSBC Bank plc

SCHEDULE 4

MATERIAL INSURANCE POLICIES

Warwick Castle Property Damage and Business Interruption and Pool Re Terrorism

Insurer Ecclesiastical = 100%
Policy No 02/CHG/6004638
Period 1 November 2012 to 31 October 2013
Limit of Indemnity Total Sums Insured = GBP 161,738,222

Primary Global Property Damage, Business Interruption and Pool Re UK, Spain, France and Australia Terrorism and TRIA

Insurer
AIG UK Limited (*LEAD*) = 45%
ACE European Group Limited = 22.5%
Royal and Sun Alliance = 20%
AXA = 12.5%
Policy No 45003508
Period 1 November 2012 to 31 October 2013
Limit of Indemnity GBP 100,000,000

1st Excess Property Damage & Business Interruption and Pool Re and Australia Terrorism

Insurer
ACE Bermuda (*LEAD*) = 30%
Arch Insurance Company (Europe) Ltd = 7.5%
Inter Hanover = 22.5%
Swiss Re = 30%
Torus Insurance (UK) Limited = 5%
Tokio Marine Global = 5%
Policy No PRP0364112
Period 1 November 2012 to 31 October 2013
Limit of Indemnity GBP 200,000,000 over GBP 100,000,000

2nd Excess Property Damage & Business Interruption and Pool Re Terrorism

Insurer
QBE (*LEAD*) = 50%
XL Insurance Company Limited = 50%
Policy No Y022835QBE0112A
Period 1 November 2012 to 31 October 2013
Limit of Indemnity GBP 100,000,000 over GBP 300,000,000

Terrorism Rest of World £100M

Insurer
Hiscox Syndicate 0033 (*LEAD*) = 25%
A F Beazley Syndicate 0623 = 2.16%
A F Beazley Syndicate 2623 = 9.84%
Aegis Syndicate 1225 = 12%
Brit Syndicate 2987 = 17.5%
Brit Syndicate 1458 = 2.0475%
Berkley Syndicate 1967 = 5.4525%
Ark Syndicates 4020 = 9.25%
Munich Re Syndicate 0457 = 9.25%
Torus Insurance AG = 7.5%
Policy No B080118160G12

Period 1 November 2012 to 31 October 2013
Limit of Indemnity GBP 100,000,000

Terrorism Rest of World £70M in excess of £100M

Insurer Hiscox Syndicate 0033 (*LEAD*) = 39%
A F Beazley Syndicate 0623 = 5 4%
A F Beazley Syndicate 2623 = 24 6%
Ark Syndicates 4020 = 10%
Munich Re Syndicate 0457 = 10 3%
Torus Insurance AG = 10 7%
Policy No B080120875G12
Period 1 November 2012 to 31 October 2013
Limit of Indemnity GBP 70,000,000 over GBP 100,000,000

Terrorism – Political Violence Thailand

Insurer Hiscox (fronted by Dhipaya Insurance in Thailand) = 50%
Syndicate 0457 = 50%
Policy No B080121127G12
Period 1 November 2012 to 31 October 2013
Limit of Indemnity GBP 10,000,000

Terrorism New York \$22M in excess of \$153M

Insurer Hiscox Syndicate 0033 (*LEAD*) = 35%
Liberty Syndicate 4472 = 50%
Syndicate 2987 = 15%
Policy No B080118162G12
Period 1 November 2012 to 31 October 2013
Limit of Indemnity USD 22,000,000 over USD 153,000,000

Terrorism US excluding New York \$147M in excess of \$153M

Insurer Hiscox Syndicate 0033 (*LEAD*) = 50%
Liberty Syndicate 4472 = 27 2727%
QBE Underwriting Syndicate 1036 = 22 7273%
Policy No B080118161G12
Period 1 November 2012 to 31 October 2013
Limit of Indemnity USD 147,000,000 over USD 153,000,000

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

Insurer ACE European Group Ltd
Policy No UKCANC33447
Period 1 November 2012 to 31 October 2013
Limit of Indemnity GBP 10,000,000

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

Insurer Zurich Insurance Company (*LEAD*) = 75%
QBE Insurance Europe = 25%
Policy No 704725609
Period 1 November 2012 to 31 October 2013
Limit of Indemnity GBP 20,000,000 over GBP 10,000,000

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

Insurer AIG UK Limited (*LEAD*) = 46%
QBE Insurance Europe = 22 23%

	QBE Casualty Syndicate 386 = 16 77%
	ACE European Group Limited = 15%
Policy No	32020030
Period	1 November 2012 to 31 October 2013
Limit of Indemnity	GBP 70,000,000 over GBP 30,000,000

Excess Employer's Liability £15M in excess of £10M

Insurer	QBE Casualty Syndicate 386 = 75%
	QBE Insurance (Europe) Ltd = 25%
Policy No	716/11867949
Period	1 November 2012 to 31 October 2013
Limit of Indemnity	GBP 15,000,000 over GBP 10,000,000

Contractors ALL Risks (including UK Terrorism)

Insurer	Aspen Insurance UK Ltd
Policy No	DD008608
Period	1 November 2012 to 31 October 2013
Limit of Indemnity	£20,000,000 for any one project

UK Motor Fleet

Insurer	Zurich Insurance Company
Policy No	JQ200248/9
Period	1 November 2012 to 31 October 2013
Limit of Indemnity	Fully comprehensive including uninsured loss recovery

Global Personal Accident & Business Travel

Insurer	RSA
Policy No	PA04280698
Period	1 November 2012 to 31 October 2013
Limit of Indemnity	Various limits

UK Engineering Inspection

Insurer	Zurich Insurance Company
Policy No	KT144996
Period	1 November 2012 to 31 October 2013
Limit of Indemnity	Not applicable

Marine Cargo

Insurer	Chubb Insurance Company of Europe S A
Policy No	C7885641
Period	1 November 2012 to 31 October 2013
Limit of Indemnity	GBP 5,000,000

Marine Hull-Removal of Wreck Insurance

Insurer	Travellers Insurance Company Ltd
Policy No	UCMC13479743
Period	1 November 2012 to 31 October 2013
Limit of Indemnity	GBP 5,600,000

Pension Fund Trustees Liability

Insurer	AIG UK Limited
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Policy No 33582154
Period 1 November 2012 to 31 October 2013
Limit of Indemnity GBP 7,500,000

Crime Insurance

Insurer Chubb Insurance Company of Europe S A
Policy No 81598435L
Period 1 November 2012 to 31 October 2013
Limit of Indemnity GBP 5,000,000

Marine – Hull & Machinery Protection and Indemnity

Insurer Beazley
Policy No 14799M12
Period 1 August 2012 to 31 October 2013
Limit of Indemnity Various limits

Directors & Officers (Primary)

Insurer AIG UK Limited
Policy No 33582405
Period 1 November 2012 to 31 October 2013
Limit of Indemnity GBP 15,000,000

Directors & Officers (Excess)

Insurer Chubb Insurance Company of Europe SA
Policy No B0460/12082850/2012
Period 1 November 2012 to 31 October 2013
Limit of Indemnity GBP 15,000,000 over GBP 15,000,000

SCHEDULE 5

GROUP SHARES AND MEMBERS INTERESTS

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
Charcoal CLG 1 Limited	Charcoal Newco 1 Limited	Ordinary	28,738
Merlin Entertainments Group Luxembourg 3 S à r l	Charcoal Newco 1 Limited	Ordinary	83,978
	Legoland US Holdings Limited	Preference	83,326,000
Charcoal Newco 1 Limited	Merlin Entertainments Group Holdings Limited	Ordinary	100,100
		Redeemable preference (€)	362,849,657
	Merlin US Holdings Limited	Ordinary	25
	Charcoal Newco 1A Limited	Ordinary	100,100
Merlin Entertainments Group Operations Limited	Merlin Entertainments (Dungeons) Limited	Ordinary	1
	Merlin Entertainments (Sea Life) Limited	Ordinary	8,235,150
	Merlin Entertainments Developments Limited	Ordinary	400,001
	Merlin Entertainments (Blackpool) Limited	Ordinary	2
Merlin Entertainments Group Limited	Merlin Entertainments Group Operations Limited	Ordinary A	518,316
		Ordinary B	31,999
		Ordinary C	31,004
	LEGOLAND Windsor Park Limited	Ordinary	35,000,000
		Ordinary Redeemable	42,800,000
Wizard Acquisitionco Limited	Merlin Entertainments Group International Limited	Ordinary A	700,000
		Ordinary B	300,000

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
Merlin Entertainments Group Holdings Limited	Charcoal Holdco Limited	Ordinary	84
	Charcoal Midco 1 Limited	Ordinary	101
	Tussauds (NBD) Limited	Ordinary	1
	Wizard Equityco Limited	Ordinary	270,866
	Merlin US Holdings Limited	Ordinary	75
Charcoal CLG 2 Limited	Charcoal Holdco Limited	Ordinary	28
Merlin US Holdings Limited	Legoland US Holdings Limited	Ordinary	100
Wizard Equityco Limited	Wizard Bondco Limited	Ordinary	498,609,914
Charcoal Midco 1 Limited	Alton Towers Resort Operations Limited	Ordinary	100
	Merlin Attractions Operations Limited	Ordinary	100
	Thorpe Park Operations Limited	Ordinary	100
Tussauds (NBD) Limited	Chessington Hotel Limited	Ordinary	1
	London Eye Holdings Limited	Ordinary	1
Charcoal Holdco Limited	Chessington World of Adventures Operations Limited	Ordinary	100
Chessington World of Adventures Operations Limited	CWA Propco Limited	Ordinary	100
Merlin Entertainments (Sea Life) Limited	Sea Life Centre (Blackpool) Limited	Ordinary	100
	London Aquarium (South Bank) Limited	Ordinary	100
London Eye Holdings Limited	London Eye Management Services Limited (formerly the London Eye Company Limited)	Ordinary	50,001
Merlin Entertainments (Dungeons) Limited	London Dungeon Limited	Deferred	52,100
		Ordinary	5,210
Wizard Bondco Limited	Wizard Acquisitionco Limited	Ordinary	498,609,914
M E G H Limited	Merlin Entertainments Group Limited	Ordinary	3,784,892

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
Merlin Entertainments Group International Limited	M E G H Limited	Ordinary	1,403,168
Charcoal NewCo 1A Limited	Merlin Entertainments (Asia Pacific) Limited	Ordinary	1

MEMBERS INTERESTS

Chargor	Name of company in which Members' Interest held
Merlin Entertainments Group Luxembourg 3 S à r l	Charcoal CLG 1 Limited
Merlin Entertainments Group Holdings Limited	Charcoal CLG 2 Limited

SCHEDULE 6
INTELLECTUAL PROPERTY

Country	Trade Mark	Trade Mark Number	Expiry Date	Owned by
Australia	THE EYE	1141054	16 October 2016	London Eye Management Services Limited (formerly the London Eye Company Limited)
Australia	LONDON EYE	1141056	16 October 2016	London Eye Management Services Limited (formerly the London Eye Company Limited)
Australia	MADAME TUSSAUD'S	667321	21 July 2015	Merlin Attractions Operations Limited
Australia	M & Star Device	1400741	20 December 2020	Merlin Entertainments Group Operations Limited
Australia	SEA LIFE device (with Starfish)	1406976	3 February 2021	Merlin Entertainments (SEA LIFE) Limited
Australia	DUNGEON	1407144	4 February 2021	Merlin Entertainments (Dungeons) Limited
European Community	LONDON AQUARIUM & Device	1309830	15 September 2019	London Aquarium (South Bank) Limited
European Community	Sanctuary & Device	3630902	26 January 2014	Merlin Entertainments Group Limited
European Community	EARTH EXPLORER & Device	3444908	24 October 2013	Merlin Entertainments Group Limited
European Community	M Merlin Entertainments Group & Device	2763233	28 June 2022	Merlin Entertainments Group Limited
European Community	M & Star Device	2762896	28 June 2022	Merlin Entertainments Group Limited
European Community	MERLIN	2752442	27 June 2012	Merlin Entertainments Group Limited

Country	Trade Mark	Trade Mark Number	Expiry Date	Owned by
European Community	DUNGEON	552844	4 June 2017	Merlin Entertainments (Dungeons) Limited
European Community	DUNGEON Device	552885	4 June 2017	Merlin Entertainments (Dungeons) Limited
European Community	SEA LIFE Device	552927	4 June 2017	Merlin Entertainments (Sea Life) Limited
European Community	SEALIFE Device (with Starfish)	9263691	21 July 2020	Merlin Entertainments (Sea Life) Limited
European Community	MADAME TUSSAUDS & Device	3914744	5 July 2014	Merlin Attractions Operations Limited
European Community	MADAME TUSSAUDS Device	6469068	27 November 2017	Merlin Attractions Operations Limited
European Community	MADAME TUSSAUDS	6531677	20 December 2017	Merlin Attractions Operations Limited
China	MADAME TUSSAUDS Device	5294045	6 July 2019	Merlin Attractions Operations Limited
China	MADAME TUSSAUD'S	971927	27 March 2017	Merlin Attractions Operations Limited
China	MADAME TUSSAUDS Device	5294046	27 July 2019	Merlin Attractions Operations Limited
China	MERLIN	8986128	27 July 2019	Merlin Attractions Operations Limited
Hong Kong	MADAME TUSSAUD'S	199806826	25 August 2016	Merlin Attractions Operations Limited
Hong Kong	MADAME TUSAUDS Device	300244584	5 July 2014	Merlin Attractions Operations Limited
Hong Kong	MADAME TUSSAUDS HONG KONG Device	300624753	21 April 2016	Merlin Attractions Operations Limited
Hong Kong	M & STAR Device	301823995	28 January 2021	Merlin Entertainments Group Operations Limited
Japan	SEA LIFE Device (with Starfish)	5471478	17 February 2022	Merlin Entertainments (SEA LIFE) Limited

Country	Trade Mark	Trade Mark Number	Expiry Date	Owned by
Japan	SEA LIFE	5471480	17 February 2022	Merlin Entertainments (SEA LIFE) Limited
Japan	DUNGEON	5471493	17 February 2022	Merlin Entertainments (Dungeons) Limited
New Zealand	MADAME TUSSAUDS	838073	4 March 2021	Merlin Attractions Operations Limited
New Zealand	M & STAR Device	838074	4 March 2021	Merlin Entertainments Group Operations Limited
New Zealand	MERLIN	838076	4 March 2021	Merlin Entertainments Group Operations Limited
New Zealand	SEA LIFE Device (with Starfish)	838138	7 March 2021	Merlin Entertainments (SEA LIFE) Limited
New Zealand	DUNGEON	838075	4 March 2021	Merlin Entertainments (Dungeons) Limited
Madrid Protocol (United States)	SEA LIFE Device	3661207	16 August 2017	Merlin Attractions Operations Limited
Republic of Korea	MADAME TUSSAUDS Device	45-0025522	28 November 2018	Merlin Attractions Operations Limited
Republic of Korea	M & STAR Device	41-247261	17 December 2022	Merlin Entertainments Group Operations Limited
Republic of Korea	MERLIN	41-233518	8 June 2022	Merlin Entertainments Group Operations Limited
Republic of Korea	SEA LIFE	41-242972	23 October 2022	Merlin Entertainments (SEA LIFE) Limited
Republic of Korea	EYE	41-246589	7 December 2022	London Eye Management Services Limited (formerly the London Eye Company Limited)
Singapore	MADAME TUSSAUD'S	S/6816/95	26 July 2015	Merlin Attractions Operations Limited

Country	Trade Mark	Trade Mark Number	Expiry Date	Owned by
Singapore	M & STAR Device	T1101317J	3 February 2021	Merlin Entertainments Group Operations Limited
Singapore	MERLIN	T1016987H	23 December 2020	Merlin Entertainments Group Operations Limited
Singapore	EYE	T1101160G	31 January 2021	London Eye Management Services Limited (formerly the London Eye Company Limited)
Switzerland	SEA LIFE Device	521330	16 July 2013	Merlin Entertainments Group Limited
United Kingdom	ALTON TOWERS/ALTON TOWERS Device (series of 4)	1314106	25 June 2018	Merlin Attractions Operations Limited
United Kingdom	ALTON TOWERS	2010431	21 December 2014	Merlin Attractions Operations Limited
United Kingdom	ALTON TOWERS WHERE THE MAGIC NEVER ENDS Device	2010439	21 December 2014	Merlin Attractions Operations Limited
United Kingdom	SPLASH LANDINGS HOTEL	2319230	20 December 2022	Merlin Attractions Operations Limited
United Kingdom	CHESSINGTON WORLD OF ADVENTURES	2564395	16 November 2020	Merlin Attractions Operations Limited
United Kingdom	CHESSINGTON Device (series 4)	2286757	28 November 2021	Merlin Attractions Operations Limited
United Kingdom	THE LONDON DUNGEON Device (series of 3)	2246288	20 September 2020	Merlin Entertainments (Dungeons) Limited
United Kingdom	THE EDINBURGH DUNGEON	2165718	5 May 2018	Merlin Entertainments (Dungeons) Limited
United Kingdom	THE YORK DUNGEON	2640361	31 October 2022	Merlin Entertainments (Dungeons) Limited

Country	Trade Mark	Trade Mark Number	Expiry Date	Owned by
United Kingdom	THE LONDON AQUARIUM & LONDON AQUARIUM	220372	27 January 2020	London Aquarium (South Bank) Limited
United Kingdom	THE LONDON AQUARIUM & Device (series of 2)	2115171	8 November 2016	London Aquarium (South Bank) Limited
United Kingdom	LONDON AQUARIUM & Device	2191959	16 March 2019	London Aquarium (South Bank) Limited
United Kingdom	LONDON EYE	2195445	23 April 2019	London Eye Management Services Limited (formerly the London Eye Company Limited)
United Kingdom	THE LONDON EYE/LONDON EYE	2195867	27 April 2019	London Eye Management Services Limited (formerly the London Eye Company Limited)
United Kingdom	LONDON eye (series of four)	2198897	28 May 2019	London Eye Management Services Limited (formerly the London Eye Company Limited)
United Kingdom	EYE/THE EYE (series of 2)	2341152	19 August 2013	London Eye Management Services Limited (formerly the London Eye Company Limited)
United Kingdom	THORPE PARK Device (series of 8)	2286760	28 November 2021	Merlin Attractions Operations Limited
United Kingdom	MADAME TUSSAUD'S	1293077	27 November 2017	Merlin Attractions Operations Limited
United Kingdom	MADAME TUSSAUD'S	2105954	24 July 2016	Merlin Attractions Operations Limited
United Kingdom	MADAME TUSSAUDS (series of 6) Device	2348392	11 November 2013	Merlin Attractions Operations Limited

Country	Trade Mark	Trade Mark Number	Expiry Date	Owned by
United Kingdom	MADAME TUSSAUDS FIGURES	2382643	21 January 2015	Merlin Attractions Operations Limited
United Kingdom	MADAME TUSSAUDS (series of 6) Device	2464762	21 August 2017	Merlin Attractions Operations Limited
United Kingdom	WARWICK CASTLE (series of 2) Device	2475906	24 December 2017	Merlin Attractions Operations Limited
United States of America	MADAME TUSSAUDS Device	3756459	9 March 2020	Merlin Attractions Operations Limited
United States of America	MADAME TUSSAUDS Device	3023323	6 December 2015	Merlin Attractions Operations Limited
United States of America	MADAME TUSSAUD'S	2301216	21 December 2019	Merlin Attractions Operations Limited
United States of America	EYE	4281346	29 January 2023	Merlin Attractions Operations Limited
United States of America	SEA LIFE Device (with Starfish)	4284591	5 February 2023	Merlin Entertainments (SEA LIFE) Limited
United States of America	SEA LIFE Device	3661207	19 July 2019	Merlin Entertainments (SEA LIFE) Limited
United States of America	DUNGEON	4141097	15 May 222	Merlin Entertainments (Dungeons) Limited
Spain	Madame Tussauds	851507M	17 June 2014	Merlin Attractions Operations Limited
Spain	Madame Tussauds	851508M	17 June 2014	Merlin Attractions Operations Limited

SCHEDULE 7

NOTICES AND ACKNOWLEDGMENTS OF ASSIGNMENT

PART 1

FORM OF NOTICE OF ASSIGNMENT IN RESPECT OF INSURANCES

(FOR ATTACHMENT BY WAY OF ENDORSEMENT TO THE INSURANCES)

Date [●] 2013

To the insurers listed in Appendix 3 to this notice (the **Insurers**)

[ADDRESS]

We, [PARENT] and the chargors listed in the Appendix 1 to this notice (the **Chargors**), give notice that by a confirmatory security deed dated [●] 2013 (the **Confirmatory Security Deed**) confirming two first priority security agreements dated 21 May 2007, the first confirmatory security agreement dated 5 August 2010 as amended and supplemented by two deeds of accession dated 26 November 2010 and 17 December 2010 respectively, and three supplemental security agreements each dated 17 December 2010, the M E G H Limited confirmatory security agreement dated 5 August 2010 and the second confirmatory security agreement dated 24 May 2011 (together the **Security Agreements**), and made by, amongst others, the Parent and the Chargors in favour of [SECURITY AGENT] (the **Security Agent**) as agent and trustee for itself and the Senior Creditors (as defined in the Confirmatory Security Deed) referred to in the Security Agreements there has been assigned by us to the Security Agent as first mortgagee and assignee the insurances listed in Appendix 2 to this notice and all our interest (including the benefit of all money owing or to become owing to us and all interest thereon) under and in respect of such Insurances

We, [PARENT] and the Chargors, authorise you to issue a letter of undertaking, in the form enclosed at Appendix 3 to this notice, to the Security Agent and to act on the instructions of the Security Agent in the manner provided in that letter

For and on behalf of

[PARENT]

By

for itself and on behalf of the
other Chargors

Enc

[ENCLOSE APPENDICES]

APPENDIX 1 TO NOTICE OF ASSIGNMENT IN RESPECT OF INSURANCES - CHARGORS

[LIST ALL RELEVANT CHARGORS]

APPENDIX 2 TO NOTICE OF ASSIGNMENT IN RESPECT OF INSURANCES – INSURANCES

[LIST INSURANCES]

**APPENDIX 3 TO NOTICE OF ASSIGNMENT IN RESPECT OF INSURANCES – FORM OF
INSURER LETTER OF UNDERTAKING**

[FORM OF INSURER LETTER OF UNDERTAKING AS PER PART 2 (FORM OF INSURER LETTER
OF UNDERTAKING) OF SCHEDULE 7 (NOTICES AND ACKNOWLEDGMENTS OF ASSIGNMENT)]

PART 2

FORM OF INSURER LETTER OF UNDERTAKING

To [SECURITY AGENT]
as Security Agent for the Senior Creditors,
as defined in the Security Agreements
granted to it by, amongst others,
[RELEVANT CHARGOR] and other Chargors

Date [●] 2013

Dear Sirs

Insurer Letter of Undertaking

In accordance with an assignment made by [INSERT NAME OF CHARGOR] [and [INSERT NAME OF CHARGOR]] (the **Companies**) and in consideration of your agreeing to the Companies or any of them continuing the insurances (the **Insurances**) referred to in the Schedule to this letter we agree

- 1 to note your interest as first priority mortgagee on the Insurances referred to in the Schedule,
- 2 to disclose to you without any reference to or further authority from any of the Companies such information relating to the Insurances as you may at any time request,
- 3 to continue to deal with the Companies in relation to the Insurances until we receive written notice to the contrary from you. Thereafter the Companies will cease to have the right to deal with us and from that time we shall only deal with the Security Agent,
- 4 that after receipt of such written notice in accordance with paragraph 3 above, we shall pay all claims payable under the Insurances if a single payment exceeds £1,000,000 to you unless otherwise agreed in writing,
- 5 not to cancel or otherwise allow the Insurances to lapse without giving you not less than 14 days written notice, and
- 6 to only revoke these provisions with the written consent of the Security Agent

We confirm that

- 7 we have not received notice that the Companies have assigned their rights under the Insurances to a third party or created any other interest (whether by way of security or otherwise) in the Insurances in favour of a third party, and
- 8 we have not claimed or exercised nor do we have an outstanding right to claim or exercise against the Companies, any right of set-off, counterclaim or other right relating to the Insurances

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Yours faithfully,

for and on behalf of
[INSURER]

Enc

[ENCLOSE LIST OF INSURANCES AS SCHEDULE]

PART 3

FORM OF NOTICE IN RESPECT OF ASSIGNED AGREEMENTS

To [COUNTERPARTY TO RELEVANT ASSIGNED AGREEMENT]

Date [●] 2013

Dear Sirs

We give you notice that, by a confirmatory security deed dated [●] 2013 confirming two first priority security agreements dated 21 May 2007, the first confirmatory security agreement dated 5 August 2010 as amended and supplemented by two deeds of accession dated 26 November 2010 and 17 December 2010 respectively, and three supplemental security agreements each dated 17 December 2010, the M E G H Limited confirmatory security agreement dated 5 August 2010 and the second confirmatory security agreement dated 24 May 2011 (the **Security Agreements**), made by, amongst others, the companies listed below (the **Chargors**) in favour of [SECURITY AGENT] (the **Security Agent**) as agent and trustee for itself and the Senior Creditors referred to in the Security Agreements there has been assigned by the Chargors to the Security Agent as first and subsequent priority mortgagee and assignee all the Chargors' rights, title and interest in and to [INSERT DETAILS OF ASSIGNED AGREEMENT] (the **Agreement**)

On behalf of the Chargors, we irrevocably instruct and authorise you as follows

- (a) that the Chargor may not agree to amend or terminate the Agreement without the prior written consent of the Security Agent,
- (b) to disclose to the Security Agent information relating to the Agreement as the Security Agent may at any time and from time to time request,
- (c) you may continue to deal with the Chargor(s) in relation to the Agreement until you receive written notice to the contrary from the Security Agent. Thereafter the Chargor will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent,
- (d) that after receipt of written notice in accordance with paragraph (c) above, to pay or release all or any part of the sums from time to time due and payable by you to the Chargors or any of them under the Agreement to the Security Agent unless the Security Agent otherwise agrees in writing,
- (e) to comply with the terms of any written notice or instructions in any way relating to, or purporting to relate to the Security Agreements, the sums payable to the Chargors or any of them from time to time under the Agreement or the debts represented by them which you receive at any time from the Security Agent, and
- (f) to send copies of all notices and other information under the Agreement to the Security Agent

Please also note that these instructions are not to be revoked or amended without the prior written consent of the Security Agent

This letter and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with English law

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent, giving to the Security Agent (as trustee for and on behalf of the Senior Creditors) the further undertakings set out in it, with a copy to ourselves

Yours faithfully,

for and on behalf of
[PARENT]

for itself and on behalf of
the following Chargors
[LIST CHARGORS]

Enc

[ENCLOSE FORM OF ACKNOWLEDGMENT]

c c [SECURITY AGENT] as Security Agent

PART 4

FORM OF ACKNOWLEDGEMENT OF COUNTERPARTY TO RELEVANT ASSIGNED AGREEMENT

From [COUNTERPARTY TO RELEVANT ASSIGNED AGREEMENT]

To [SECURITY AGENT]
as Security Agent

Dear Sirs

We confirm receipt from [PARENT] on behalf of certain Chargors (the **Chargors**) of a notice dated [●] 2013 of a charge upon the terms of a confirmatory security deed dated [●] 2013 confirming two first priority security agreements dated 21 May 2007, the first confirmatory security agreement dated 5 August 2010 as amended and supplemented by two deeds of accession dated 26 November 2010 and 17 December 2010 respectively, and three supplemental security agreements each dated 17 December 2010, the M E G H Limited confirmatory security agreement dated 5 August 2010 and the second confirmatory security agreement dated 24 May 2011 (the **Security Agreements**), over all of the Chargors' rights, title and interest in and to [INSERT DETAILS OF THE RELEVANT ASSIGNED AGREEMENT] (the **Agreement**)

We confirm that

- (a) we accept the instructions and authorisations contained in the notice and we undertake to act in accordance with and comply with the terms of notice,
- (b) we have not received notice of assignment to a third party or created any other interest in favour of any third party in or to the Agreement, and
- (c) we have not claimed or exercised, nor do we have any outstanding right to claim or exercise against the Chargor any right of set-off, counter-claim or other right relating to the Agreement

This letter and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with English law

Yours faithfully,

on behalf of
[COUNTERPARTY TO RELEVANT ASSIGNED AGREEMENT]

c c [RELEVANT CHARGOR(S)]

SCHEDULE 8

SECURITY ACCOUNT NOTICE AND ACKNOWLEDGEMENT

PART 1

FORM OF SECURITY ACCOUNT NOTICE OF CHARGE

To [ACCOUNT BANK]

Date [●] 2013

Dear Sirs

We give you notice that by a first priority confirmatory security deed dated [●] 2013 confirming two first priority security agreements dated 21 May 2007, the first confirmatory security agreement dated 5 August 2010 as amended and supplemented by two deeds of accession dated 26 November 2010 and 17 December 2010 respectively, and three supplemental security agreements each dated 17 December 2010, the M E G H Limited confirmatory security agreement dated 5 August 2010 and the second confirmatory security agreement dated 24 May 2011 (the **Security Agreements**) made by us (the **Parent**) and, *inter alia*, [CHARGOR] (the **Chargor**) in favour of [SECURITY AGENT] (the **Security Agent**) as agent and trustee for itself and on behalf of the Senior Creditors referred to in the Security Agreements there has been charged by the Chargor to the Security Agent as first and subsequent priority chargee all the Chargor's rights, title and interest in and to all sums of money which may now or in the future be held with you for the account of such Chargor in the [CASH COLLATERAL ACCOUNT] [COLLECTION ACCOUNT] [REALISATIONS ACCOUNT] held by you) (the **Account**), together with all interest from time to time earned on such sums and the debts represented by such sums and interest

On behalf of ourselves and the Chargor, we irrevocably authorise and instruct you

- (a) to disclose to the Security Agent without any reference to or further authority from us or the Chargor and without any enquiry by you as to the justification of such disclosure, such information relating to the Account and the sums therein as the Security Agent may at any time and from time to time request,
- (b) to hold all sums from time to time standing to the credit of the Account to the order of the Security Agent, and
- (c) to pay or release all or any part of the sums from time to time standing to the credit of the Account in accordance with the written instructions of the Security Agent at any time or times

Please note that neither we nor the Chargor are permitted to withdraw any amount from the Account without the prior written consent of the Security Agent

Please also note that these instructions are not to be revoked or varied without the prior written consent of the Security Agent

This letter and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with English law

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent giving to the Security Agent for and on behalf of the Senior Creditors the further undertakings set out in it, with a copy to us

Yours faithfully,

On behalf of
[PARENT]
for itself and as agent for
the Chargor

cc [SECURITY AGENT] as Security Agent

Enc

[ENCLOSE FORM OF ACKNOWLEDGMENT]

PART 2

FORM OF SECURITY ACCOUNT ACKNOWLEDGEMENT

From [ACCOUNT BANK]

To [SECURITY AGENT] as Security Agent

Date [●] 2013

Dear Sirs

We, [ACCOUNT BANK], (the **Bank**) confirm receipt from [PARENT] (the **Parent**) for itself and on behalf of the **Chargor** named therein (the **Chargor**) of a notice dated [●] 2013 relating to an account (the **Account**) of the **Chargor** with the **Bank**

We confirm that

- (a) we accept the instructions and authorisations contained in that notice and we undertake to act in accordance with the terms of that notice,
- (b) we have not received notice of assignment to a third party or created any other interest in favour of any third party in the **Account**,
- (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the credit of the **Account**, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Agent,
- (d) we have neither claimed or exercised nor will claim or exercise any security interest, set-off, counter claim or other rights in respect of the **Account**, the sums in it or the debts represented by it,
- (e) we shall pay all monies received by us for the account of any **Chargor** to (and only to) the credit of the **Account** in the name of that **Chargor** specified in that notice unless otherwise consented to by you in writing, and
- (f) we shall not permit any amount to be withdrawn from any of the **Accounts** without your prior written consent

Nothing contained in any of our arrangements with you shall commit us to providing any facilities or making advances available to the **Chargor**

This letter and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with English law

Yours faithfully,

on behalf of
[ACCOUNT BANK]

cc On behalf of [PARENT]
for itself and as agent for the **Chargor**

SCHEDULE 9

FORM OF DEED OF ACCESSION

THIS DEED OF ACCESSION dated [●] is made

BETWEEN

- (1) [●] (the **Acceding Chargor**), a company incorporated under the laws of [England and Wales][with registered number [●]] [whose registered office is at] [whose principal place of business is at] [●]),
- (2) **MERLIN ENTERTAINMENTS GROUP LUXEMBOURG 2 S.À R.L.** a *société à responsabilité* incorporated under the laws of Luxembourg, having its registered office at 19, rue de Bitbourg, L-1273 Luxembourg, having a current share capital of EUR346,300 and registered with the Luxembourg companies and trade register under number B108 847 (the **Parent**) for itself and as agent for and on behalf of each of the other Chargors named in the Confirmatory Security Deed referred to below, and
- (3) [**SECURITY AGENT**] (the **Security Agent** as agent and trustee for itself and the Senior Creditors referred to in the Confirmatory Security Deed (as defined below)

WHEREAS

- (A) The Acceding Chargor is a [wholly-owned] Subsidiary of [[the Parent][●]]¹
- (B) The Parent has entered into a confirmatory security agreement dated [●] 2013 (the **Third Confirmatory Security Agreement**) confirming two first priority security agreements dated 21 May 2007 (the **Original Security Agreements**), the first confirmatory security agreement dated 5 August 2010 as amended and supplemented by two deeds of accession dated 26 November 2010 and 17 December 2010 respectively, and three supplemental security agreements each dated 17 December 2010, the M E G H Limited confirmatory security agreement dated 5 August 2010 and the second confirmatory security agreement dated 24 May 2011 (together, the **Security Agreements**) between the Parent, each of the companies named therein as Chargors and the Security Agent as agent and security trustee for certain Senior Creditors referred to therein, copies of which are attached to this Deed at the Appendix
- (C) The Acceding Chargor has at the request of the Parent and in consideration of the Senior Creditors making or continuing to make facilities available to the Parent or any other member of the Group and after giving due consideration to the terms and conditions of the Finance Documents and the Third Confirmatory Security Agreement and satisfying itself that there are reasonable grounds for believing that the entry into this Deed by it will be of benefit to it, decided in good faith and for the purpose of carrying on its business to enter into this Deed and become a Chargor under the Third Confirmatory Security Agreement. The Acceding Chargor will also, by execution of a separate instrument, become a party to the Intercreditor Agreement as an Obligor
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

NOW THIS DEED WITNESSES as follows

- 1 Terms defined in the Third Confirmatory Security Agreement shall have the same meaning in this Deed

¹ Amend/delete as applicable

- 2 This Deed is a Finance Document
- 3 The Acceding Chargor agrees to become a party to and to be bound by the terms of the Third Confirmatory Security Agreement as a Chargor with immediate effect and so that the Third Confirmatory Security Agreement shall be read and construed for all purposes as if the Acceding Chargor had been an original party to it in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of the Third Confirmatory Security Agreement)
- 4 The Acceding Chargor undertakes to be bound by all the covenants and agreements in the Third Confirmatory Security Agreement that are expressed to be binding on a Chargor. In accordance with the foregoing, the Acceding Chargor now grants to the Security Agent as agent and security trustee for the Senior Creditors the assignments, charges, mortgages and other security described in the Third Confirmatory Security Agreement as being granted, created or made by Chargors under the Third Confirmatory Security Agreement, with the intent that its assignments, charges, mortgages and other security shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Third Confirmatory Security Agreement or of any other party's execution of it or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Third Confirmatory Security Agreement or in any other Deed of Accession or in any other Finance Document. The Third Confirmatory Security Agreement and this Deed shall be read as one to this extent and so that references in the Third Confirmatory Security Agreement to "this Deed", "herein", and similar phrases shall be deemed to include this Deed and all references in the Third Confirmatory Security Agreement to "Schedule 2 (Freehold and Leasehold property)" or "Schedule 5 (Group Shares and Members Interests)" (or any part of it) shall be deemed to include a reference to the Schedule[s] to this Deed (or relevant part of it)
- 5 The Parent, for itself and as agent for and on behalf of all other Chargors under the Third Confirmatory Security Agreement, agrees to all matters provided for herein
- 6 Without limiting the generality of the other provisions of this Deed and the Third Confirmatory Security Agreement, pursuant to the terms of this Deed and of the Third Confirmatory Security Agreement, the Acceding Chargor as continuing security for the payment, discharge and performance of all Secured Liabilities, by this Deed and by the Third Confirmatory Security Agreement in favour of the Security Agent (as agent and trustee for itself and each of the relevant Senior Creditors)
- (a) charges by way of first legal mortgage all the property (if any) which are specified in the Schedule to this Deed,
 - (i) assigns and agrees to assign all of its right, title and interest (if any) in and to each of the contracts and agreements specified in Clause 5.1 (Assignments) of the Third Confirmatory Security Agreement and in or to
 - (ii) [LIST ADDITIONAL ASSIGNED AGREEMENTS TO BE ASSIGNED BY WAY OF SECURITY],
 - (b) agrees that the Acceding Chargor's estates and other interests in certain Group Shares (together with all Group Share Rights relating to them) for the purposes of Clause 4.4 (Fixed security over Group Shares/Member Interests) of the Third Confirmatory Security Agreement, as such provisions apply in relation to the Acceding Chargor, are specified in the Schedule to this Deed and are by this Deed mortgaged or charged as provided in such provisions and the other provisions of the Security Agreements and the Third Confirmatory Security Agreement, and

- (c) agrees that the Acceding Chargor's estates and other interests in certain specific Intellectual Property for the purposes of Clause 4.5 (Fixed security over Intellectual Property) of the Third Confirmatory Security Agreement, as such provisions apply in relation to the Acceding Chargor, are specified in the Schedule to this Deed and are by this Deed charged and assigned by way of security as provided in such provisions and the other provisions of the Security Agreements and the Third Confirmatory Security Agreement,

in each case in accordance with Clause 6 (Implied Covenants as to Title) of the Original Security Agreements

This Deed and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with English law

SCHEDULE

[INSERT DETAILS (ADOPTING SAME FORMAT AS USED IN THE SECOND CONFIRMATORY SECURITY AGREEMENT) OF ALL RELEVANT ASSETS REFERRED TO IN THE ABOVE DEED OF ACCESSION]

APPENDIX

[ATTACH EXECUTED COPY OF EACH SECURITY AGREEMENT]

SIGNATORIES
(to Deed of Accession)

The Acceding Chargor

[FOR A COMPANY INCORPORATED IN THE UNITED KINGDOM]

EXECUTED as a **DEED** by)
[**CHARGOR**])
acting by)
and)

, Director

, Director

Notice details

Address [●]
[●]

Facsimile [●]

Attention [●]

The Parent

EXECUTED as a **DEED** by)
[**PARENT**])
for itself and as agent for the)
other Chargors party to the)
Security Agreements herein referred to)

, Director

, Director

The Security Agent

[**SECURITY AGENT**]

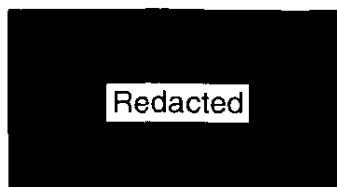
By

SIGNATORIES

The Parent

SIGNED as a deed on behalf of
MERLIN ENTERTAINMENTS GROUP
LUXEMBOURG 2 S.À R.L.
acting by Colin Armstrong
being one of its managers

)
)
)
)
)
)
)



Authorised Signatory

The Chargors

SIGNED as a deed on behalf of
MERLIN ENTERTAINMENTS GROUP
LUXEMBOURG 2 S.À R.L.
acting by Colin Armstrong
being one of its managers

)
)
)
)
)
)
)



Authorised Signatory

SIGNED as a deed on behalf of
MERLIN ENTERTAINMENTS GROUP
LUXEMBOURG 3 S.À R.L.
acting by Colin Armstrong
being one of its managers

)
)
)
)
)
)
)



Authorised Signatory

EXECUTED as a DEED by
ALTON TOWERS RESORT OPERATIONS LIMITED
acting by Colin Armstrong, a director

)
)
)

Redacted

in the presence of

Redacted

Signature of witness

Mandy Wilson

Name of witness

3 Market Close

Address of witness

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Occupation of witness

EXECUTED as a DEED by
CHARCOAL CLG 1 LIMITED
acting by Colin Armstrong, a director

)
)
)

Redacted

in the presence of

Redacted

Signature of witness

Mandy Wilson

Name of witness

3 Market Close

Address of witness

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Occupation of witness

EXECUTED as a DEED by)
CHARCOAL CLG 2 LIMITED)
acting by Colin Armstrong, a director)

Redacted

in the presence of

Redacted

Signature of witness

Mandy Wilson

Name of witness

3 Market Close

Address of witness

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Occupation of witness

EXECUTED as a DEED by)
CHARCOAL HOLDCO LIMITED)
acting by Colin Armstrong, a director)

Redacted

in the presence of

Redacted

Signature of witness

Mandy Wilson

Name of witness

3 Market Close

Address of witness

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Occupation of witness

EXECUTED as a **DEED** by)
CHARCOAL MIDCO 1 LIMITED)
acting by Colin Armstrong, a director)

Redacted

in the presence of)
Redacted

Signature of witness

Mandy Wilson

Name of witness

3 Market Close

Address of witness

Poole

Dorset BH12 1NQ

Company Secretarial Assistant

Occupation of witness

EXECUTED as a **DEED** by)
CHARCOAL NEWCO 1 LIMITED)
acting by Colin Armstrong, a director)

Redacted

in the presence of)
Redacted

Signature of witness

Mandy Wilson

Name of witness

3 Market Close

Address of witness

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Occupation of witness

EXECUTED as a DEED by)
CHARCOAL NEWCO 1A LIMITED)
acting by Colin Armstrong, a director)

Redacted

in the presence of

Redacted

Mandy Wilson

3 Market Close

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED as a DEED by)
CHESINGTON HOTEL LIMITED)
acting by Colin Armstrong, a director)

Redacted

in the presence of

Redacted

Mandy Wilson

3 Market Close

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Signature of witness

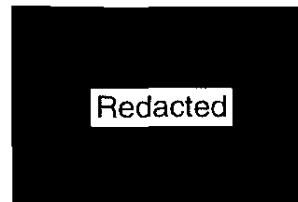
Name of witness

Address of witness

Occupation of witness

EXECUTED as a DEED by
CHESSINGTON WORLD OF ADVENTURES
OPERATIONS LIMITED
acting by Colin Armstrong, a director

)
)
)
)



in the presence of



Mandy Wilson

3 Market Close

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Signature of witness

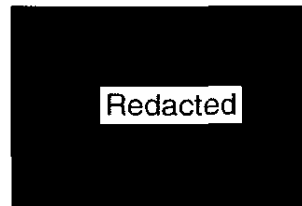
Name of witness

Address of witness

Occupation of witness

EXECUTED as a DEED by
CWA PROPCO LIMITED
acting by Colin Armstrong, a director

)
)
)



in the presence of



Mandy Wilson

3 Market Close

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED as a **DEED** by
LEGOLAND US HOLDINGS LIMITED
acting by Colin Armstrong, a director

)
)
)

Redacted

in the presence of

Redacted

Mandy Wilson

3 Market Close

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED as a **DEED** by
LEGOLAND WINDSOR PARK LIMITED
acting by Colin Armstrong, a director

)
)
)

Redacted

in the presence of

Redacted

Mandy Wilson

3 Market Close

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED as a **DEED** by
LONDON AQUARIUM (SOUTH BANK) LIMITED
acting by Colin Armstrong, a director

)
)
)

Redacted

in the presence of

Redacted

Signature of witness

Mandy Wilson

Name of witness

3 Market Close

Address of witness

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Occupation of witness

EXECUTED as a **DEED** by
LONDON DUNGEON LIMITED
acting by Colin Armstrong, a director

)
)
)

Redacted

in the presence of

Redacted

Signature of witness

Mandy Wilson

Name of witness

3 Market Close

Address of witness

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Occupation of witness

EXECUTED as a DEED by)
LONDON EYE HOLDINGS LIMITED)
acting by Colin Armstrong, a director)

Redacted

in the presence of

Redacted

Signature of witness

Mandy Wilson

Name of witness

3 Market Close

Address of witness

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Occupation of witness

EXECUTED as a DEED by)
LONDON EYE MANAGEMENT SERVICES LIMITED)
acting by Colin Armstrong, a director)

Redacted

in the presence of

Redacted

Signature of witness

Mandy Wilson

Name of witness

3 Market Close

Address of witness

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Occupation of witness

EXECUTED as a **DEED** by)
M.E.G.H. LIMITED)
acting by Colin Armstrong, a director)

Redacted

in the presence of

Redacted

Signature of witness

Mandy Wilson /

Name of witness

3 Market Close

Address of witness

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Occupation of witness

EXECUTED as a **DEED** by)
MERLIN ATTRACTIONS OPERATIONS LIMITED)
acting by Colin Armstrong, a director)

Redacted

in the presence of

Redacted

Signature of witness

Mandy Wilson

Name of witness

3 Market Close

Address of witness

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Occupation of witness

EXECUTED as a DEED by
MERLIN ENTERTAINMENTS
(ASIA PACIFIC) LIMITED
acting by Colin Armstrong, a director

)
)
)
)

Redacted

in the presence of

Redacted

Mandy Wilson

3 Market Close

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED as a DEED by
MERLIN ENTERTAINMENTS
(BLACKPOOL) LIMITED
acting by Colin Armstrong, a director

)
)
)
)

Redacted

in the presence of

Redacted

Mandy Wilson

3 Market Close

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED as a DEED by
MERLIN ENTERTAINMENTS (DUNGEONS) LIMITED
acting by Colin Armstrong, a director

)
)
)

Redacted

in the presence of

Redacted

Signature of witness

Mandy Wilson

Name of witness

3 Market Close

Address of witness

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Occupation of witness

EXECUTED as a DEED by
MERLIN ENTERTAINMENTS (SEA LIFE) LIMITED
acting by Colin Armstrong, a director

)
)
)

Redacted

in the presence of

Redacted

Signature of witness

Mandy Wilson

Name of witness

3 Market Close

Address of witness

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Occupation of witness

EXECUTED as a DEED by
MERLIN ENTERTAINMENTS DEVELOPMENTS LIMITED
acting by Colin Armstrong, a director

)
)
)

Redacted

in the presence of

Redacted

Signature of witness

Mandy Wilson

Name of witness

3 Market Close

Address of witness

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Occupation of witness

EXECUTED as a DEED by
MERLIN ENTERTAINMENTS GROUP HOLDINGS LIMITED
acting by Colin Armstrong, a director

)
)
)

Redacted

in the presence of

Redacted

Signature of witness

Mandy Wilson

Name of witness

3 Market Close

Address of witness

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Occupation of witness

EXECUTED as a DEED by
MERLIN ENTERTAINMENTS GROUP
INTERNATIONAL LIMITED
acting by Colin Armstrong, a director

)
)
)
)

Redacted

in the presence of

Redacted

Mandy Wilson

3 Market Close

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED as a DEED by
MERLIN ENTERTAINMENTS GROUP LIMITED
acting by Colin Armstrong, a director

)
)
)

Redacted

in the presence of

Redacted

Mandy Wilson

3 Market Close

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Signature of witness

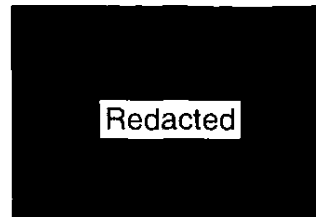
Name of witness

Address of witness

Occupation of witness

EXECUTED as a DEED by
MERLIN ENTERTAINMENTS GROUP
OPERATIONS LIMITED
acting by Colin Armstrong, a director

)
)
)
)



in the presence of



Mandy Wilson

3 Market Close

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Signature of witness

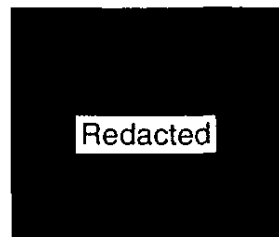
Name of witness

Address of witness

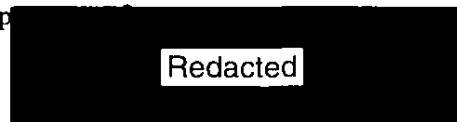
Occupation of witness

EXECUTED as a DEED by
MERLIN US HOLDINGS LIMITED
acting by Colin Armstrong, a director

)
)
)



in the presence of



Mandy Wilson

3 Market Close

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED as a **DEED** by
SEA LIFE CENTRE (BLACKPOOL) LIMITED
acting by Colin Armstrong, a director

)
)
)

Redacted

in the presence of

Redacted

Signature of witness

Mandy Wilson

Name of witness

3 Market Close

Address of witness

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Occupation of witness

EXECUTED as a **DEED** by
THORPE PARK OPERATIONS LIMITED
acting by Colin Armstrong, a director

)
)
)

Redacted

in the presence of

Redacted

Signature of witness

Mandy Wilson

Name of witness

3 Market Close

Address of witness

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Occupation of witness

EXECUTED as a **DEED** by
TUSSAUDS (NBD) LIMITED
acting by Colin Armstrong, a director

)
)
)

Redacted

in the presence of

Redacted

Mandy Wilson

3 Market Close

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED as a **DEED** by
WIZARD ACQUISITIONCO LIMITED
acting by Colin Armstrong, a director

)
)
)

Redacted

in the presence of

Redacted

Mandy Wilson

3 Market Close

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED as a **DEED** by)
WIZARD BONDCO LIMITED)
acting by Colin Armstrong, a director)

Redacted

in the presence of

Redacted

Mandy Wilson

Signature of witness

Name of witness

3 Market Close

Address of witness

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Occupation of witness

EXECUTED as a **DEED** by)
WIZARD EQUITYCO LIMITED)
acting by Colin Armstrong, a director)

Redacted

in the presence of

Redacted

Mandy Wilson

Signature of witness

Name of witness

3 Market Close

Address of witness

Poole

Dorset BH15 1NQ

Company Secretarial Assistant

Occupation of witness

The Security Agent

EXECUTED AND DELIVERED as a DEED

By UNICREDIT BANK AG, LONDON
BRANCH acting by its duly authorised signatories

By

Redacted

Name
Authorised Signatory

By

Redacted

Name
Authorised Signatory