

COMPANY NUMBER: 00047684

CIRCULATION DATE:  JULY 2012 (THE "CIRCULATION DATE")

WEDNESDAY



THE COMPANIES ACTS 1985 AND 2006
COMPANY LIMITED BY SHARES
WRITTEN SPECIAL RESOLUTIONS OF
HOTCHKISS PATENTS AND INVESTMENTS LIMITED (the "Company")

In accordance with the provisions of Chapter 2 of Part 13 of the Companies Act 2006, the following resolutions are proposed as special resolutions of the Company:

- 1 **THAT** the Memorandum of Association of the Company, as deemed to be incorporated into the Articles of Association pursuant to section 28 of the Companies Act 2006, be amended by:

- (a) the deletion of the existing sub-clause 3(R) and its replacement with the following:

"3(R) To grant credit, loans or advances on such terms as may be appropriate with or without security, to enter into indemnity, contracts or guarantees and suretyships of all kinds, to receive money on loan or deposit or otherwise upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of an obligation by any company, firm, or person including without limitation any parent, subsidiary or fellow subsidiary company in such manner as the Company may think fit ",

- (b) the deletion of the existing sub-clause 3(O) and its replacement with the following

"3(O) To raise and borrow money by any method and to secure the payment of any money borrowed, raised or owing (including but not in any way limited to the power to guarantee and to secure the guarantee of the repayment of any money borrowed by a third party) as the Company shall think fit ", and

- (c) the deletion of the following wording from existing sub-clause 3(S):

"and to lend money to guarantee the contracts of or otherwise assist any such persons or company,"

- 2 **THAT** the Articles of Association of the Company be amended by the deletion of existing article 38 and the insertion of the following article as article 38 of the Articles of Association

"38 Notwithstanding anything contained in these Articles, whether expressly or impliedly contradictory to the provisions of this article 38 (to the effect that any provision contained in this article 38 shall override any other provision of these Articles), the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer

38 1 is to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a "**Secured Institution**"),

38 2 is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; and

38.3 is executed by a Secured Institution or its nominee pursuant to a power of sale or₁

other power existing under such security,

and the directors shall forthwith register any such transfer of shares upon receipt and furthermore, and notwithstanding anything to the contrary contained in these Articles, no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the share which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholder shall have any right under these Articles or otherwise howsoever to require such shares to be transferred to them whether for any valuable consideration or otherwise."

- 2 **THAT** the provisions (as the same may be amended, varied, supplemented or substituted from time to time) of the following documents which the Company is proposing to enter into and grant in connection with the provision of loan facilities to BPBL (as defined below) from Lancashire County Council (the "**Lender**") to assist with the construction and operation of a new Wallace and Gromit themed ride attraction (the "**Ride**") within the existing Pleasure Beach site, be and are hereby approved and (notwithstanding any personal interest of any of the directors of the Company) the directors of the Company be and are hereby specifically authorised, empowered and directed in the name of and on behalf of the Company to complete and enter into such of the following documents to which the Company is or is to become a party:

- 3.1 a facility agreement (the "**Credit Agreement**") to be made between (1) the Lender, (2) Blackpool Pleasure Beach Limited (company number 01876257) ("**BPBL**") and (3) Blackpool Pleasure Beach (Holdings) Limited (company number 01837026) ("**BPBHL**"), Blackpool Leisure and Amusement Consultancy Limited (company number 01413435) ("**BLACL**"), Cable Chutes II Limited (company number 00092308) ("**CCL**"), Cable Chutes (Blackpool) Limited (company number 01350323) ("**CCBL**"), the Company and Ocean Boulevard II Limited (company number 04461997) ("**OBL**") (BPBL, BPBHL, BLACL, CCL, CCBL, the Company and OBL together the "**Group**"), the Lender will make available to BPBL a term loan facility in the maximum principal amount of £2,000,000 to assist (inter alia) in financing the Ride;
- 3.2 a composite guarantee and debenture to be executed by each member of the Group (including the Company) in favour of the Lender pursuant to which each member of the Group (including the Company)
- (a) undertakes to discharge its own liabilities and obligations from time to time to the Lender and guarantees to the Lender all of the obligations from time to time of the other members of the Group to the Lender including (without limitation) under the Credit Agreement and any other finance and/or security document entered into pursuant to, or in connection with, the Credit Agreement, and
- (b) will grant fixed and floating charges in favour of the Lender over the whole of its property, assets and undertaking to secure all obligations of the Group to the Lender including (without limitation) under the Credit Agreement and any other finance and/or security document entered into pursuant to, or in connection with, the Credit Agreement;
- 3.3 an amendment agreement to the existing intercreditor agreement to be entered into between The Royal Bank of Scotland PLC acting as Agent for National Westminster Bank plc, Blackpool Borough Council, South Shore Mutual Insurance Company Limited, Investors (as defined therein), BPBHL, BPBL, the Company, BPBL and others, and the Lender, pursuant to which the ranking of security granted by the Group in favour of

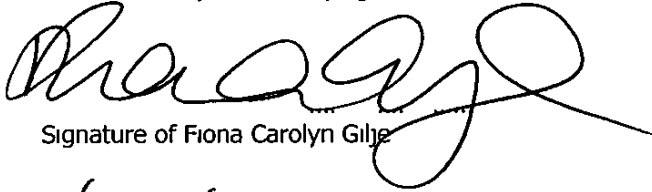
The Royal Bank of Scotland PLC acting as Agent for National Westminster Bank plc, the Lender and Blackpool Borough Council, and the debts to South Shore Mutual Insurance Company Limited and Investors (as defined therein) are regulated; and

3.4 such other documentation and to take such action as may be required in order to carry out the matters referred to above,

together the "**Documents**".

- 3 **THAT** any authorisation of any matter that would, if not so authorised, be a breach of section 175 of the Companies Act 2006 may be given by the directors of the Company in accordance with section 175(5)(a) of the Companies Act 2006, subject to any limits or conditions which the directors of the Company may see fit
- 4 **THAT** the amendments to the Memorandum of Association of the Company, as set out in resolution 1 above, be and are hereby approved
- 5 **THAT** the amendment to the Articles of Association of the Company, as set out in resolution 2 above, be and is hereby approved
- 6 **THAT** the Company entering into and/or granting the Documents to which it is a party be and is hereby approved and **FURTHER THAT** the Documents be and are hereby approved and authorised by the members of the Company

The undersigned being the persons eligible to vote on the above resolutions on the Circulation Date hereby irrevocably agrees to each of those resolutions



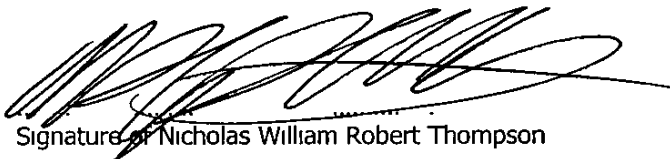
Signature of Fiona Carolyn Gilje

FIONA GILJE

Print Name

26 JULY 2012

Date



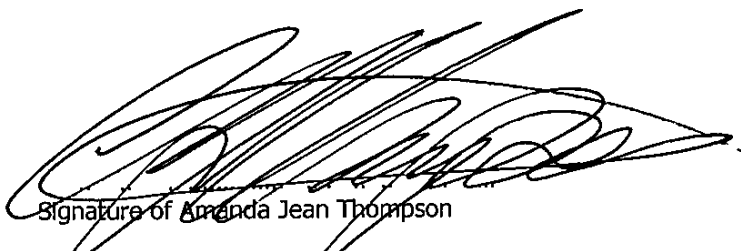
Signature of Nicholas William Robert Thompson

NICHOLAS THOMPSON

Print Name

26 JULY 2012

Date


Signature of Amanda Jean Thompson
AMANDA THOMPSON

Print Name

26 JULY 2012.

Date


For and on behalf of Blackpool Pleasure Beach Limited

DAVID CAM

Print Name

26 JULY 2012

Date


Signatures of Fiona Carolyn Gilje and Amanda Jean Thompson
FIONA GILJE AMANDA THOMPSON

Print Names

26 JULY 2012

Date


Signatures of Amanda Jean Thompson, Charles Graham Douglas Kidson and Peter James Bates

AMANDA THOMPSON

C.G.D. KIDSON

P.J. BATES

Print Names

26 JULY 2012

Date

NOTES:

- 1 You may choose to agree to all of the resolutions set out in this document or none of them, but you cannot choose to agree to only some of them. If you agree to all of the resolutions, please sign and date this document to confirm your agreement and then return it to the Company using one of the following methods:
 - **By Hand** delivering the signed copy to Mr D Cam, Group Company Secretary, Ocean Boulevard, Blackpool FY4 1EZ,
 - **Post** returning the signed copy by post to Mr D Cam, Group Company Secretary, Ocean Boulevard, Blackpool FY4 1EZ;
 - **Fax** faxing the signed copy to 01253 401098 marked "For the attention of Mr D Cam", Group Company Secretary, Ocean Boulevard, Blackpool FY4 1EZ
- 2 If you do not agree to all the resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.
3. Once you have indicated your agreement to the resolutions, you may not revoke your agreement.
- 4 The resolutions set out above will lapse if the required majority of eligible members have not signified their agreement to them within 28 days of the Circulation Date. If you agree to the resolutions please ensure that your agreement reaches us before that date.
- 5 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members
- 6 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document