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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

No charge
No fee

395

A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

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

1284934

Name of company

* Tussauds Attractions Limited ("Tussauds Attractions")

Date of creation of the charge

12th May, 1999

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

Mortgage of Shares dated 12th May, 1999 between Tussauds Attractions and
the Security Trustee (the "Tussauds Australia Share Charge")

Amount secured by the mortgage or charge

All monies and liabilities covenanted and undertaken to be paid and
discharged by each Obligor in Clause 2.1 of the Security Trust Deed to
pay or discharge and all claims, demands and damages for breach of any
such covenant and, following substitution of the Issuer in accordance
with Clause 12.2 of the Funding Loan Agreement, including the Issuer
Secured Amounts (the "Secured Amounts" and references to the Secured
Amounts includes references to any such covenant).

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

Bankers Trustee Company Limited (the "Security Trustee"), 1 Appold
Street, Broadgate, London

Postcode EC2A 2HE

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

Allen & Overy
One New Change
London

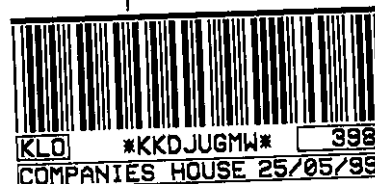
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Time critical reference

For official Use
Mortgage Section

Post room



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in black type, or
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1. A first fixed equitable mortgage of:
 - (a) all of the issued share capital issued in Madame Tussaud Australia Pty Limited ("Tussauds Australia"); and
 - (b) all rights (including, without limitation, the New Rights) in the issued Shares of Tussauds Australia.
 2. A first fixed mortgage, when acquired by Tussauds Attractions, of all of the Shares in Tussauds Australia which after the date of the Tussauds Australia Share Charge become owned legally or beneficially by Tussauds Attractions or by anyone (including, without limitation, a trustee, nominee, broker or agent) for Tussauds Attractions.
 3. A first fixed mortgage, when acquired by Tussauds Attractions, of the New Rights that arise after the date of the Tussauds Australia Share Charge with respect to Future Security.
- See Schedule A.

Particulars as to commission allowance or discount (note 3)

Nil.

Signed

Date _____

On behalf of [company] ~~(mortgagee/chargee)~~ †

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

Schedule A

Short particulars of all the property mortgaged or charged (continued)

4. Tussauds Attractions shall not, without the consent of the Security Trustee:

- (a) dispose of, deal with or part with possession of any interest in the Secured Property;
- (b) create or allow to come into existence an Encumbrance which affects the Secured Property except a Security Interest which arises by operation of statute to secure an amount payable to any authority which amount has been due for payment for no more than 14 days;
- (c) create or allow to exist a Security Interest over or an interest in the Tussauds Australia Share Charge or assign or otherwise dispose of or deal with its rights thereunder.

5. For the purposes of this Form 395:

"Account Bank" means Midland Bank plc;

"Agency Agreement" means the agreement dated 12th May, 1999 between the Issuer, the Principal Paying Agent, the Luxembourg Paying Agent, the Agent Bank, the Registrar, the Transfer Agent, the Note Trustee and the Security Trustee;

"Agent Bank" means Bankers Trust Company;

"Borrowers" means Tussauds Theme Parks Limited and Tussauds Attractions;

"Business Consultant" means Economics Research Associates;

"Class A Notes" means any of the Original Class A Notes and/or Further Class A Notes, as the case may be, and references to the Class A Notes shall, except where the context otherwise requires, include the Conditions applicable thereto;

"Class A1 Notes" means the Original Class A1 Notes and the Further Class A1 Notes or, as the context may require, any combination of the same and references to the Class A1 Notes shall, except where the context otherwise requires, include the Conditions applicable thereto;

"Class A2 Notes" means the Original Class A2 Notes and the Further Class A2 Notes or, as the context may require, any combination of the same and references to the Class A2 Notes shall, except where the context otherwise requires, include the Conditions applicable thereto;

"Class A3 Notes" means the Original Class A3 Notes and the Further Class A3 Notes or, as the context may require, any combination of the same and references to the Class A3 Notes shall, except where the context otherwise requires, include the Conditions applicable thereto;

"Class A1 Reg S Global Note" means a global note to be issued by the Issuer in respect of Class A1 Notes offered and sold outside the United States to non-U.S. persons in reliance on Regulation S pursuant to **Clause 3** of the Note Trust Deed

representing Class A1 Notes, substantially in the form of **Part A of Schedule 1** to the Note Trust Deed;

"**Class A2 Reg S Global Note**" means a global note to be issued by the Issuer in respect of Class A2 Notes offered and sold outside the United States to non-U.S. persons in reliance on Regulation S pursuant to **Clause 3** of the Note Trust Deed representing Class A2 Notes, substantially in the form of **Part B of Schedule 1** to the Note Trust Deed;

"**Class A3 Reg S Global Note**" means a global note to be issued by the Issuer in respect of Class A3 Notes offered and sold outside the United States to non-U.S. persons in reliance on Regulation S pursuant to **Clause 3** of the Note Trust Deed representing Class A3 Notes, substantially in the form of **Part C of Schedule 1** to the Note Trust Deed;

"**Class A1 Rule 144A Global Note**" means a global note to be issued by the Issuer in respect of Class A1 Notes sold in the United States to QIBs in reliance on Rule 144A pursuant to **Clause 3** of the Note Trust Deed representing Class A1 Notes, substantially in the form of **Part A of Schedule 1** to the Note Trust Deed;

"**Class A2 Rule 144A Global Note**" means a global note to be issued by the Issuer in respect of Class A2 Notes sold in the United States to QIBs in reliance on Rule 144A pursuant to **Clause 3** of the Note Trust Deed representing Class A2 Notes, substantially in the form of **Part B of Schedule 1** to the Note Trust Deed;

"**Class A3 Rule 144A Global Note**" means a global note to be issued by the Issuer in respect of Class A3 Notes sold in the United States to QIBs in reliance on Rule 144A pursuant to **Clause 3** of the Note Trust Deed representing Class A3 Notes, substantially in the form of **Part C of Schedule 1** to the Note Trust Deed;

"**Class B Notes**" means the Original Class B Notes and the Further Class B Notes or, as the context may require, any combination of the same and references to the Class B Notes shall, except where the context otherwise requires, include the Conditions applicable thereto;

"**Class B Reg S Global Note**" means a global note to be issued by the Issuer in respect of Class B Notes offered and sold outside the United States to non-U.S. persons in reliance on Regulation S pursuant to **Clause 3** of the Note Trust Deed representing Class B Notes, substantially in the form of **Part D of Schedule 1** to the Note Trust Deed;

"**Class B Rule 144A Global Note**" means a global note to be issued by the Issuer in respect of Class B Notes sold in the United States to QIBs in reliance on Rule 144A pursuant to **Clause 3** of the Note Trust Deed representing Class B Notes, substantially in the form of **Part D of Schedule 1** to the Note Trust Deed;

"**Conditions**" means, in relation to the Original Notes, the terms and conditions applicable to the Original Notes in the form set out in the **Schedule 3** to the Note Trust Deed and, in relation to any Further Notes, the terms and conditions applicable thereto in the form set out or referred to in the supplemental deed relating thereto, as any of the same may from time to time be altered in accordance with the provisions of the Note Trust Deed and any reference in the Note Trust Deed to a particular numbered Condition shall be construed, in relation to any Further Notes, as a reference to the

provision (if any) in the Conditions thereof which corresponds to that particular Condition in the Original Notes;

"Currency Hedge Provider" means General Re Financial Products Corporation (guaranteed by General Re Corporation);

"Definitive Class A Notes" means, as the context requires, the Reg S Definitive Class A1 Notes and/or the Rule 144A Definitive Class A1 Notes and/or the Reg S Definitive Class A2 Notes and/or the Rule 144A Definitive Class A2 Notes and/or the Reg S Definitive Class A3 Notes and/or the Rule 144A Definitive Class A3 Notes;

"Definitive Class A1 Notes" means the Reg S Definitive Class A1 Notes and/or the Rule 144A Definitive Class A1 Notes or, as the context may require, any combination of the same;

"Definitive Class A2 Notes" means the Reg S Definitive Class A2 Notes and/or the Rule 144A Definitive Class A2 Notes or, as the context may require, any combination of the same;

"Definitive Class A3 Notes" means the Reg S Definitive Class A3 Notes and/or the Rule 144A Definitive Class A3 Notes or, as the context may require, any combination of the same;

"Definitive Class B Notes" means the Reg S Definitive Class B Notes and/or the Rule 144A Definitive Class B Notes or, as the context may require, any combination of the same;

"Encumbrance" means any Security Interest, notice under section 218 or 255 of the Income Tax Assessment Act 1936 (Cwlth) or under section 74 of the Sales Tax Assessment Act 1992 (Cwlth) or under any similar provision of a State, Territory or Commonwealth law, right to remove produce or soil from land, easement, restrictive or positive covenant, equity, interest, garnishee order, writ of execution, right of set-off, lease, licence to use or occupy, assignment of income or monetary claim, and any agreement to create any of them or allow them to exist;

"Funding Loan Agreement" means the agreement dated 12th May, 1999 between the Borrowers, the Parent, Holdings, the Issuer and the Security Trustee pursuant to which the Issuer agreed to make available, from time to time, certain loan facilities to the Borrowers upon and subject to the terms set out therein;

"Further Class A Notes" means Further Class A1 Notes, Further Class A2 Notes and Further Class A3 Notes;

"Further Class A1 Notes" means any Class A1 Notes of the Issuer constituted by a deed supplemental to the Note Trust Deed pursuant to **Clause 2** of the Note Trust Deed and for the time being outstanding or, as the context may require, a specific number thereof;

"Further Class A2 Notes" means any Class A2 Notes of the Issuer constituted by a deed supplemental to the Note Trust Deed pursuant to **Clause 2** of the Note Trust Deed and for the time being outstanding or, as the context may require, a specific number thereof;

"Further Class A3 Notes" means any Class A3 Notes of the Issuer constituted by a deed supplemental to the Note Trust Deed pursuant to **Clause 2** of the Note Trust Deed and for the time being outstanding or, as the context may require, a specific number thereof;

"Further Class B Notes" means any Class B Notes of the Issuer constituted by a deed supplemental to the Note Trust Deed pursuant to **Clause 2** of the Note Trust Deed and for the time being outstanding or, as the context may require, a specific number thereof and includes the Class B Reg S Global Note (or any part thereof representing the same), the Class B Rule 144A Global Note (or any part thereof representing the same), and (if issued) the Definitive Class B Notes (or any of them) representing the same;

"Further Notes" means the Further Class A Notes and the Further Class B Notes and any New Notes for the time being outstanding or, as the context may require, a specific number thereof and includes the relevant Reg S global note (or any part thereof) representing the same, the relevant Rule 144A global note (or any part thereof) representing the same, and if issued the relevant definitive notes (or any of them) representing the same or, as the context may require, any combination of the same;

"Future Security" means:

- (a) Shares which the Security Trustee specified in a Notice of Identification which Tussauds Attractions does not reject within the time allowed by Clause 3.2 of the Tussauds Australia Share Charge; and
- (b) Shares in Tussauds Australia which after the date of the Tussauds Australia Share Charge become owned legally or beneficially by Tussauds Attractions or by anyone (including, without limitation, a trustee, nominee, broker or agent) for Tussauds Attractions;

"Holdings" means Tussauds Limited;

"Interest Rate Hedge Provider" means General Re Financial Products Corporation (guaranteed by General Re Corporation);

"Issuer" means Tussauds Finance Limited;

"Issuer Cash Manager" means Bankers Trust Company;

"Issuer Deed of Charge" means the deed dated 12th May, 1999 between the Issuer, the Security Trustee, the Note Trustee, the Liquidity Facility Agent, the Agent Bank, the Account Bank, the Interest Rate Hedge Provider, the Issuer Cash Manager, the Business Consultant and the Paying Agents;

"Issuer Secured Amounts" means the monies and liabilities which the Issuer covenants in **Clause 2** of the Issuer Deed of Charge to pay or discharge and all claims, demands and damages for breach of any such covenant, and references to the Issuer Secured Amounts includes references to any of them;

"Liquidity Facility Agent" means Westdeutsche Landesbank Girozentrale;

"Luxembourg Paying Agent" means Bankers Trust Luxembourg S.A.;

"New Notes" means any Notes of the Issuer which do not form a single series with the existing Notes (and, as the context may require, includes any Replacement Notes) and which are constituted by a deed supplemental to the Note Trust Deed pursuant to **Clause 2** of the Note Trust Deed and for the time being outstanding or, as the context may require, a specific number thereof and includes the new temporary global note (or any part thereof) representing the same, the new permanent global note (or any part thereof) representing the same, and (if issued) the definitive new notes (or any of them) representing the same;

"New Rights" means:

- (a) the right, title and interest of Tussauds Attractions in all money, dividends, interest, allotments, offers, benefits, privileges, rights, bonuses, Shares, stock, debentures, distributions or rights to take up securities; or
- (b) rights of Tussauds Attractions consequent on any conversion, redemption, cancellation, reclassification, forfeiture, consolidation or subdivision; or
- (c) rights of Tussauds Attractions consequent on a reduction of capital, liquidation or scheme of arrangement,

in connection with the Secured Property;

"Note Trustee" means BT Trustees (Jersey) Limited;

"Note Trust Deed" means the trust deed dated 12th May, 1999 between the Issuer and the Note Trustee constituting the Class A Notes and the Class B Notes together with any deed supplemental thereto;

"Notes" means the Class A Notes and the Class B Notes and/or any New Notes;

"Notice of Identification" means a notice prepared by the Security Trustee setting out details of property which the Security Trustee nominates as Secured Property;

"Obligors" means the Borrowers and the Parent and **"Obligor"** means any of them;

"Original Class A Notes" means the £50,000,000 Class A1 Floating Rate Secured Notes due 2009 and the £20,000,000 Class A2 Floating Rate Secured Notes due 2011 and the £100,000,000 Class A3 7.078 per cent. Secured Notes due 2020 constituted by the Note Trust Deed or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and references to the Original Class A Notes shall, except where the context otherwise requires, include the Conditions applicable thereto;

"Original Class A1 Notes" means the £50,000,000 Class A1 Floating Rate Secured Notes due 2009 constituted by the Note Trust Deed or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes the Class A1 Reg S Global Note (or any part thereof) and the Class A1 Rule 144A Global Note (or any part thereof) representing the same, and (if issued) the Definitive Class A1 Notes (or any of them) representing the same and references to the Original Class A1 Notes shall, except where the context otherwise requires, include the Conditions applicable thereto;

"Original Class A2 Notes" means the £20,000,000 Class A2 Floating Rate Secured Notes due 2011 constituted by the Note Trust Deed or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes the Class A2 Reg S Global Note (or any part thereof) and the Class A2 Rule 144A Global Note (or any part thereof) representing the same, and (if issued) the Definitive Class A2 Notes (or any of them) representing the same and references to the Original Class A2 Notes shall, except where the context otherwise requires, include the Conditions applicable thereto;

"Original Class A3 Notes" means the £100,000,000 Class A3 7.078 per cent. Secured Notes due 2020 constituted by the Note Trust Deed or the principal amount thereof for the time being outstanding, or, as the context may require, a specific number thereof and includes the Class A3 Reg S Global Note (or any part thereof) and the Class A3 Rule 144A Global Note (or any part thereof) representing the same, and (if issued) the Definitive Class A3 Notes (or any of them) representing the same and references to the Original Class A3 Notes shall, except where the context otherwise requires, include the Conditions applicable thereto;

"Original Class B Notes" means the £60,000,000 Class B 8.167 per cent. Secured Notes due 2024 constituted by the Note Trust Deed or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and references to the Original Class B Notes shall, except where the context otherwise requires, include the Conditions applicable thereto;

"Original Notes" means the Original Class A Notes and the Original Class B Notes or, as the context may require, any combination of the same;

"Parent" means Tussauds Intermediate Holdings Limited;

"Paying Agents" means:

- (a) the Principal Paying Agent at its specified office outside the United States;
- (b) the Luxembourg Paying Agent;
- (c) such other or further paying agents for the Notes as may from time to time be appointed in accordance with the Agency Agreement; and/or
- (d) such other or further specified offices outside the United States as may from time to time be nominated in accordance with the Agency Agreement;

a **"person"** shall be construed as a reference to any person, firm, company, body corporate, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;

"Principal Paying Agent" means Bankers Trust Company;

"QIBs" means qualified institutional buyers as defined in Rule 144A;

"Registrar" means Bankers Trust Luxembourg S.A.;

"Reg S" or "Regulation S" means Regulation S under the Securities Act;

"Reg S Definitive Notes" means Reg S Definitive Class A Notes and/or the Reg S Definitive Class A2 Notes and/or the Reg S Definitive Class A3 Notes and/or the Reg S Definitive Class B Notes or as the context may require, any combination of the same;

"Reg S Definitive Class A1 Notes" means the registered notes in definitive form which may be issued in respect of the Class A1 Notes previously represented by the Class A1 Reg S Global Note pursuant to, and in the circumstances specified in, **Clause 3** of the Note Trust Deed and includes any replacements for Reg S Definitive Class A1 Notes issued pursuant to **Condition 13** substantially in the form described in the Note Trust Deed and as set out in **Part A of Schedule 2** to the Note Trust Deed;

"Reg S Definitive Class A2 Notes" means the registered notes in definitive form which may be issued in respect of the Class A2 Notes previously represented by the Class A2 Reg S Global Note pursuant to, and in the circumstances specified in, **Clause 3** of the Note Trust Deed and includes any replacements for Reg S Definitive Class A2 Notes issued pursuant to **Condition 13** substantially in the form described in the Note Trust Deed and as set out in **Part B of Schedule 2** to the Note Trust Deed;

"Reg S Definitive Class A3 Notes" means the registered notes in definitive form which may be issued in respect of the Class A3 Notes previously represented by the Class A3 Reg S Global Note pursuant to, and in the circumstances specified in, **Clause 3** of the Note Trust Deed and includes any replacements for Reg S Definitive Class A3 Notes issued pursuant to **Condition 13** substantially in the form described in the Note Trust Deed and set out in **Part C of Schedule 2** to the Note Trust Deed;

"Reg S Definitive Class B Notes" means the registered notes in definitive form which may be issued in respect of the Class B Notes previously represented by the Class B Reg S Global Note pursuant to, and in the circumstances specified in, **Clause 3** of the Note Trust Deed and includes any replacements for Reg S Definitive Class B Notes issued pursuant to **Condition 13** substantially in the form described in the Note Trust Deed and as set out in **Part D of Schedule 2** to the Note Trust Deed;

"Replacement Notes" means any Notes issued pursuant to **Condition 16(b)** of the Notes;

"Rule 144A" means Rule 144A under the Securities Act;

"Rule 144A Definitive Notes" means Rule 144A Definitive Class A Notes and/or the Rule 144A Definitive Class A2 Notes and/or the Rule 144A Definitive Class A3 Notes and/or the Rule 144A Definitive Class B Notes or as the context may require, any combination of the same;

"Rule 144A Definitive Class A1 Notes" means the registered notes in definitive form which may be issued in respect of the Class A1 Notes previously represented by the Class A1 Rule 144A Global Note pursuant to, and in the circumstances specified in, **Clause 3** of the Note Trust Deed and includes any replacements for Rule 144A Definitive Class A1 Notes issued pursuant to **Condition 13** substantially in the form described in the Note Trust Deed and as set out in **Part A of Schedule 2** to the Note Trust Deed;

"Rule 144A Definitive Class A2 Notes" means the registered notes in definitive form

which may be issued in respect of the Class A2 Notes previously represented by the Class A2 Rule 144A Global Note pursuant to, and in the circumstances specified in, **Clause 3** of the Note Trust Deed and includes any replacements for Rule 144A Definitive Class A2 Notes issued pursuant to **Condition 13** substantially in the form described in the Note Trust Deed and as set out in **Part B of Schedule 3** to the Note Trust Deed;

"**Rule 144A Definitive Class A3 Notes**" means the registered notes in definitive form which may be issued in respect of the Class A3 Notes previously represented by the Class A3 Rule 144A Global Note pursuant to, and in the circumstances specified in, **Clause 3** of the Note Trust Deed and includes any replacements for Rule 144A Definitive Class A3 Notes issued pursuant to **Condition 13** substantially in the form described in the Note Trust Deed and as set out in **Part C of Schedule 3** to the Note Trust Deed;

"**Rule 144A Definitive Class B Notes**" means the registered notes in definitive form which may be issued in respect of the Class B Notes previously represented by the Class B Rule 144A Global Note pursuant to, and in the circumstances specified in, **Clause 3** of the Note Trust Deed and includes any replacements for Rule 144A Definitive Class B Notes issued pursuant to **Condition 13** substantially in the form described in the Note Trust Deed and as set out in **Part D of Schedule 2** to the Note Trust Deed;

"**Seasonal Facility Agreement**" means the agreement dated 12th May, 1999 between the Seasonal Provider, the Security Trustee and the Borrowers pursuant to which the Seasonal Provider agreed to provide a revolving credit facility to the Borrowers subject to and in accordance with its terms;

"**Seasonal Hedge Provider**" means Abbey National Treasury Services plc (guaranteed by Abbey National plc);

"**Seasonal Provider**" means Lloyds Bank plc;

"**Secured Property**" means the Future Security and the New Rights and a reference to Secured Property includes any part of it;

"**Security Interest**" means any bill of sale (as defined in any statute), mortgage, charge, lien, pledge, hypothecation, title retention arrangement, trust or power, as or in effect as security for the payment of a monetary obligation or the observance of any other obligation;

"**Security Trust Deed**" means the deed of charge dated 12th May, 1999 between the Borrowers, the Parent, Holdings, the Issuer, the Seasonal Provider, the Interest Rate Hedge Provider, the Currency Hedge Provider, the Seasonal Hedge Provider, the Account Bank and the Security Trustee pursuant to which the obligations and liabilities of the Borrowers under the Funding Loan Agreement, the Seasonal Facility Agreement and certain other specified agreements to which any Obligor is a party are secured;

"**Shares**" means shares, stock units or units in the capital of a corporation;

"**Transfer Agent**" means Bankers Trust Luxembourg S.A.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01284934

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE OF SHARES DATED THE 12th MAY 1999 AND CREATED BY TUSSAUDS ATTRACTIONS LIMITED FOR SECURING ALL MONIES AND LIABILITIES DUE OR TO BECOME DUE BY EACH OBLIGOR IN CLAUSE 2.1 OF THE SECURITY TRUST DEED (AS DEFINED) TO BANKERS TRUSTEE COMPANY LIMITED, AS SECURITY TRUSTEE IN ACCORDANCE WITH CLAUSE 12.2 OF THE FUNDING LOAN AGREEMENT (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25th MAY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd JUNE 1999.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E

L.C. Law