

MG01

Particulars of a mortgage or charge

227800



A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this
particulars of a charge
company To do this
form MG01s

TUESDAY



L10 31/05/2011 58
COMPANIES HOUSE

ase
'uk

1 Company details

Company number 0 2 4 0 7 7 1 3

Company name in full Sea Life Centre (Blackpool) Limited
(the **Chargor**)

6 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 2 4 0 5 2 0 1 1

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A second confirmatory security agreement dated 24 May 2011 (the **Charge**)
between, among others, Merlin Entertainments Group Luxembourg 2 S.à r.l.
(the **Parent**), the **Chargor** and UniCredit Bank AG, London Branch (the
Security Agent) as agent and trustee for the Senior Creditors (as defined
in the continuation sheets attached)

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or in any other capacity
whatsoever) of each Obligor to each Finance Party
under each Finance Document including those
obligations and liabilities as they are amended by
the Amendment and Restatement Agreement (the
Secured Liabilities)

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

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name UniCredit Bank AG, London Branch

Address Moor House, 120 London Wall
London

Postcode E C 2 Y 5 E T

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars Please see attached continuation sheets

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

NIL

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X Allen & Overy LLP X

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

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Presenter Information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Celine Smith

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 4240



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1. CREATION OF SECURITY

- (a) All the security created under the Charge
 - (i) was created in favour of the Security Agent,
 - (ii) was created with effect on and from the Second Amendment Date,
 - (iii) was created over present and future assets of the Chargor,
 - (iv) is security for the payment and satisfaction of all the Secured Liabilities, and
 - (v) was made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) The Security Agent agreed to hold the benefit of the Charge on trust for the Finance Parties
- (c) All the security created under the Charge
 - (i) was created in case the security created by the Original Security Agreements, the First Confirmatory Security Agreement and/or the M E G H Confirmatory Security Agreement does not secure all of the Secured Liabilities, and
 - (ii) was created in addition to and does not affect the security created by the Original Security Agreements, the First Confirmatory Security Agreement and the M E G H Confirmatory Security Agreement
- (d) It was provided that, where the Charge 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 and/or the M E G H Confirmatory Security Agreement until such time as the relevant Security Interests created by the Original Security Agreements, the First Confirmatory Security Agreement and/or the M E G H Confirmatory Security Agreement cease to have effect
- (e) It was agreed that, where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreements, the First Confirmatory Security Agreement and/or the M E G H Confirmatory Security Agreement and the same asset or right is expressed to be assigned again under the Charge, the assignment under the Charge 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 and/or the M E G H Confirmatory Security Agreement cease to have effect at a time when the Charge still has effect

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>2. COVENANT TO PAY</p> <p>2.1 Covenant to pay</p> <p>The Chargor, as primary obligor and not merely as surety, covenanted 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</p> <p>2.2 Interest</p> <p>Any amount not paid under the Finance Documents (including, without limitation, the Charge) when it has become due shall bear interest (after as well as before judgment or the liquidation or administration of the 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</p> <p>3. FIXED SECURITY</p> <p>3.1 Fixed security over freehold and leasehold property</p> <p>(a) The Chargor as continuing security for the payment, discharge and performance of all Secured Liabilities at any time owed or due to the Senior Creditors (or any of them), charged in favour of the Security Agent (as agent and trustee for the Senior Creditors)</p> <p>(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) of the Charge as set out in Part 1 and Part 2 respectively of Schedule 1 respectively of this Form MG01, and</p> <p>(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 the Chargor a right to occupy or use property, wheresoever situated now or hereafter belonging to it</p> <p>(b) A reference in this Clause to a mortgage or charge of any freehold or leasehold property includes</p> <p>(i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and</p> <p>(ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Short particulars	<p>3.2 Leases restricting charging</p> <p>(a) It was agreed that, there should be excluded from the charge created under clause 4 1 (Fixed security over freehold and leasehold property) of the Charge (as described in Clause 3 1 of this Form MG01) and from the operation of clause 12 (Further Assurances) of the Original Security Agreements as incorporated into the Charge pursuant to clause 8 (Incorporation) of the Charge and the charge created under clause 6 1 (Creation of floating charges) of the Charge (as described in Clause 5 1 of this Form MG01) any heritable or leasehold property held by the Chargor under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its leasehold interest in that property (each an Excluded Property) until the relevant condition or waiver has been satisfied or obtained</p> <p>(b) For each Excluded Property, the Chargor undertook to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of the Charge and, in respect of each Excluded Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours to obtain consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations</p> <p>(c) It was agreed that forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent under clause 4 1 (Fixed security over freehold and leasehold property) of the Charge (as described in Clause 3 1 of this Form MG01) It was also agreed that, if required by the Security Agent at any time following the receipt of the waiver or consent, the Chargor will forthwith execute a valid legal mortgage or standard security in such form as the Security Agent shall reasonably require</p> <p>3.3 Fixed security over specified assets</p> <p>The Chargor as continuing security for the payment, discharge and performance of all Secured Liabilities at any time owed or due to the Senior Creditors (or any of them), charged absolutely in favour of the Security Agent (as agent and trustee for the Senior Creditors) by way of first fixed charge</p> <p>(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 the Chargor's stock-in-trade or work-in-progress) and the benefit of all contracts, licences and warranties relating to them,</p> <p>(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,</p> <p>(c) all debts and monetary claims and all rights against third parties in respect of such debts and claims,</p> <p>(d) to the extent the same are not effectively assigned under clause 5 (Assignments) of the Charge (as described in Clause 4 of this Form MG01) all rights and benefits</p>

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (i) in respect of the Insurances and all claims and returns of premiums in respect of such Insurances, and
- (ii) under each of the Assigned Agreements,
- (e) all of its rights and benefits under all bills of exchange, promissory notes and other negotiable instruments held by it,
- (f) any beneficial interest, claim or entitlement of it to any assets of any pension fund,
- (g) its present and future goodwill,
- (h) its present and future uncalled capital,
- (i) the benefit of all present and future licences, permissions, consents and authorisations (statutory or otherwise) held by it in connection with its business or the use of any of the Security Assets, and
- (j) (to the extent the same are not effectively mortgaged or charged pursuant to clause 4.4 (Fixed security over Group Shares/Member Interests) of the Charge (as described in Clause 3.4 of this Form MG01)) all Investments and Investment Rights held by it

3.4 Fixed security over Group Shares/Member Interests

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

- (a) by way of first equitable mortgage all Group Shares and Member Interests held by it from time to time and/or any permitted nominee on its behalf,
- (b) (to the extent the same are not the subject of an effective equitable mortgage under paragraph (a) above) by way of first fixed charge all Group Shares and Member Interests held by it from time to time and/or any permitted nominee on its behalf, and
- (c) by way of first fixed charge all Group Share Rights and Member Interest Rights accruing to all or any of the Group Shares or Member Interests held now or in the future by it and/or any nominee on its behalf,

and it was provided that

- (i) until the occurrence of a Declared Default, all dividends and other distributions paid or payable as referred to in paragraph (c) above may be paid directly to the Chargor free from the security created under clause 4.4 (Fixed security over Group Shares/Member Interests) of the Charge (as described in this Clause) (in which case the Security Agent or its nominee shall promptly execute any necessary dividend mandate) and, if paid directly to the Security Agent, shall be paid promptly by it to the Chargor, and

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (ii) subject to clause 7 6 (Exercise of Group Share Rights/Member Interest Rights) of each Original Security Agreement as incorporated into the Charge pursuant to clause 8 (Incorporation) of the Charge, until the occurrence of a Declared Default, all voting rights attaching to the relevant Group Shares may be exercised by the Chargor or, where the shares have been registered in the name of the Security Agent or its nominee, as the Chargor may direct in writing, and the Security Agent and any nominee of the Security Agent in whose name such Group Shares are registered shall execute any form of proxy or other document reasonably required in order for the Chargor to do so

3.5 Fixed security over Intellectual Property

- (a) The Chargor as continuing security for the payment, discharge and performance of all Secured Liabilities at any time owed or due to the Senior Creditors (or any of them) charged in favour of the Security Agent (as agent and trustee for the Senior Creditors) by way of first fixed charge all its present and future Intellectual Property
- (b) It was agreed that, without prejudice to clause 27 38 (Further assurance) of the Restated Facilities Agreement, in relation to any Intellectual Property specified in clause 4 5 (Fixed security over Intellectual Property) of the Charge (as described in this Clause), the fixed charge over such Intellectual Property shall be effective only to the extent that the terms of such Intellectual Property do not prohibit the granting of a fixed charge over such Intellectual Property or do not give rise to a default under or in respect of such Intellectual Property entitling the other party to terminate or otherwise re-acquire such Intellectual Property in the event of the creation of such Security Interest (such a right is an **Excluded Intellectual Property Right**)
- (c) For each Excluded Intellectual Property Right which is considered by the Security Agent (acting reasonably) to be material to the Group as a whole, the Chargor undertook to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of the Charge and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations
- (d) It was agreed that, forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property Right shall stand charged to the Security Agent under clause 4 5 (Fixed security over Intellectual Property) of the Charge (as described in this Clause) It was also agreed that, if required by the Security Agent, at any time following receipt of that waiver or consent, the Chargor will forthwith execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require

3.6 Omissions

- (a) It was agreed that 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 the Charge shall not affect the validity or enforceability of the charges created by the Charge

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (b) It was also agreed that the omission from schedule 3 (Details of Collection Accounts) to the Charge of details of any Group Shares owned or enjoyed by the Chargor shall not affect the validity or enforceability of the charges created by the Charge

4. ASSIGNMENTS

4.1 Assignments

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

- (a) the Insurances,
- (b) the Acquisition Documents,
- (c) the Hedging Agreements, and
- (d) (to the extent not effectively charged under clause 4.4 (Fixed security over Group Shares/Member Interests) of the Charge (as described in Clause 3.4 of this Form MG01)), the Member Interests,

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

4.2 Assignment of proceeds, damages etc.

It was agreed that, to the extent that any such right, title and interest described in clause 5.1 (Assignments) (as described in Clause 4.1 of this Form MG01) and clause 5.2 (Notices of assignment) of the Charge is not assignable or capable of assignment, such assignment purported to be effected by clause 5.1 (Assignments) of the Charge (as described in Clause 4.1 of this Form MG01) shall operate as

- (a) in the case of the Insurances, an assignment of any and all proceeds of present or future Insurances received by the Chargor, and
- (b) in the case of the other Assigned Agreements, an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Chargor may derive from such Assigned Agreements or be awarded or entitled to in respect of such Assigned Agreements,

in each case as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Senior Creditors (or any of them)

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Particulars of a mortgage or charge

<p>6</p>	<p>Short particulars of all the property mortgaged or charged</p> <p>Please give the short particulars of the property mortgaged or charged</p>
<p>Short particulars</p>	<p>4.3 Exercise of rights under Assigned Agreements before Declared Default</p> <p>It was agreed that, until the occurrence of a Declared Default</p> <ul style="list-style-type: none"> (a) the Security Agent shall permit the Chargor to exercise all rights under any Assigned Agreement to which it is party, provided that the exercise of these rights in the manner proposed would not result in a Default under the terms of the Finance Documents, and (b) any payments received by the Security Agent under or in respect of the Assigned Agreements by virtue of the Charge shall be paid by the Security Agent to the 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) <p>5. FLOATING CHARGES AND NEGATIVE PLEDGES</p> <p>5.1 Creation of floating charges</p> <p>The Chargor as continuing security for the payment, discharge and performance of the Secured Liabilities, charged in favour of the Security Agent (as agent and trustee for the Senior Creditors) by way of a first floating charge all its undertaking and assets of whatever type and wherever located both present and future, subject always to all mortgages, fixed charges and assignments created by or pursuant to clause 4 (Fixed Security) of the Charge (as described in Clause 3 of this Form MG01) and all security assignments created by or pursuant to clause 5 (Assignments) of the Charge (as described in Clause 4 of this Form MG01) or any other provision of the Charge 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) of the Charge (as described in Clauses 3 1 to 3 5 of this Form MG01), including any heritable, leasehold and other property and other assets and undertakings in Scotland</p> <p>5.2 Restrictions on dealing</p> <p>The Chargor undertook to each Senior Creditor that, save as expressly permitted under the terms of the Finance Documents or as otherwise agreed by the Security Agent, it will not</p> <ul style="list-style-type: none"> (a) create or permit to subsist any Security Interest over all or any part of its assets, rights or property or agree to do so other than pursuant to the Charge or any other Security Document, or (b) part with, grant or enter into a lease of, sell, transfer, assign or otherwise dispose of (including by way of declaration of trust) all or any part of its assets, rights or property or any interest in them or agree to do so <p>5.3 Conversion of floating charges</p> <ul style="list-style-type: none"> (a) By notice It was agreed that, subject to the Insolvency Act 1986, and to compliance with any legal formalities required under any local jurisdiction in which property or assets charged under the Charge are situated, the Security Agent may by notice to the Chargor convert the floating charges created by the Charge into specific charges as regards all or any of the Chargor's assets, rights and property specified in the notice

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<p>6</p>	<p>Short particulars of all the property mortgaged or charged</p> <p>Please give the short particulars of the property mortgaged or charged</p>
<p>Short particulars</p>	<p>(i) if a Declared Default has occurred, or</p> <p>(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</p> <p>(b) Automatic conversion It was agreed that, subject to the Insolvency Act 1986 and paragraph (c) below, and to compliance with any legal formalities required under any local jurisdiction in which property or assets charged under the Charge are situated, the floating charges created by the Charge shall (in addition to the circumstances in which the same will occur under general law) automatically be converted (without any notice) into fixed charges over the assets, rights and property of the Chargor</p> <p>(i) if the Chargor fails to comply with clause 6 2 (Restrictions on dealing) of the Charge (as described in Clause 5 2 of this Form MG01) without the prior consent of the Security Agent,</p> <p>(ii) on any meeting of the members or directors of the Chargor resolving a resolution to wind the Chargor up or put the Chargor into administration,</p> <p>(iii) on a resolution being passed or an order being made for the winding-up, dissolution, administration or re-organisation of the Chargor,</p> <p>(iv) on the appointment of a liquidator or an administrator (whether out of court, or otherwise) to the Chargor,</p> <p>(v) on any person levying or attempting to levy any distress, execution or other process against any Security Assets,</p> <p>(vi) on the Chargor creating or attempting to create a trust over any of the Security Assets subject to the floating charge granted by the Chargor pursuant to clause 6 1 (Creation of floating charges) of the Charge (as described in Clause 5 1 of this Form MG01) except as permitted under the Restated Facilities Agreement or with the prior written consent of the Security Agent, or</p> <p>(vii) on the holder of any other Security Interest whether ranking in priority to or pari passu with or after the charges and security contained in the Charge or the Chargor appointing, or requesting the appointment of, an administrator, an administrative receiver, receiver, manager or receiver and manager in respect of the Chargor</p> <p>(c) Moratorium it was agreed that the floating charges created pursuant to clause 6 1 (Creation of floating charges) of the Charge (as described in Clause 5 1 of this Form MG01) may not be converted into fixed charges solely by reason of</p> <p>(i) the obtaining of a moratorium, or</p> <p>(ii) anything done with a view to obtaining a moratorium,</p> <p>under Schedule A1 of Insolvency Act 1986</p>

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Short particulars

6. INTERPRETATION

In this Form MG01

Acquisition Documents has the meaning given to that term in the Restated Facilities Agreement

Acquisition Facility Lender has the meaning given to that term in the Restated Facilities Agreement

Additional Borrower means a company which becomes a Borrower in accordance with clause 31 (Changes to the Obligors) of the Restated Facilities Agreement

Additional Guarantor means a company which becomes a Guarantor in accordance with Clause (Changes to the Obligors) to the Restated Facilities Agreement

Affiliate has the meaning given to that term in the Restated Facilities Agreement

Amendment and Restatement Agreement means the amendment and restatement agreement dated 24 May 2011 amending and restating the Original Facilities Agreement between, amongst others, the Parent and the Security Agent

Ancillary Facility means any ancillary facility made available by an Ancillary Lender in accordance with clause 9 (Ancillary Facilities) of the Restated Facilities Agreement

Ancillary Lender means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with clause 9 (Ancillary Facilities) of the Restated Facilities Agreement

Arranger has the meaning given to that term in the Restated Facilities Agreement

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 Charge (as described in Clause 4 1 of this Form MG01)

Borrower means an Original Borrower and an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 31 (Changes to the Obligors) of the Restated Facilities Agreement and, in respect of an Ancillary Facility only, an Affiliate of a Borrower that becomes a borrower of that Ancillary Facility with the approval of the relevant Lender pursuant to the provisions of clause 9 9 (Affiliates of Borrowers) of the Restated Facilities Agreement

Collection Accounts means the accounts of the Chargor set out in schedule 3 (Details of Collection Accounts) of the Charge as set out Schedule 2 of this Form MG01 and/or such accounts as the Chargor and the Security Agent may agree or (following the occurrence of a Declared Default) as the Security Agent shall specify

Current Hedging Banks has the meaning given to that term in the Intercreditor Agreement

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Declared Default has the meaning given to that term in the Restated Facilities Agreement

Default means an Event of Default or any event or circumstance specified in clause 28 (Events of Default) of the Restated Facilities Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents, or any combination of any of the foregoing) be an Event of Default

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

Event of Default means any event or circumstance specified as such in clause 28 (Events of Default) of the Restated Facilities Agreement

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

Finance Document means the Restated Facilities Agreement, the Amendment Agreement, any Australian Loan Note Document, any Accession Letter, any Ancillary Document, any Acquisition Facility Commitment Notice, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Hedging Letter, any Accession Document, the Intercreditor Agreement, the Intercreditor Supplemental Deed, the Investor Undertaking, any RCF Increase Certificate, any Revolving Facility Commitment Notice, any Resignation Letter, the Security Trust Agreement, any Selection Notice, the Syndication Side Letter, any Transaction Security Document, any Utilisation Request (each as defined in the Restated Facilities Agreement) and any other document designated as a Finance Document by the Facility Agent and the Parent

Finance Party means the Facility Agent and the Security Agent, and the Arranger, a Lender, the Issuing Bank, a Hedge Counterparty or an Ancillary Lender

First Confirmatory Security Agreement means a confirmatory security agreement between certain chargors (other than M E G H Limited) and the Security Agent dated 5 August 2010 as amended and supplemented by

- (a) a deed of accession between Merlin Entertainments (Blackpool) Limited, the Parent and the Security Agent dated 26 November 2010,
- (b) a deed of accession between Merlin Entertainments (Asia Pacific) Limited, the Parent and the Security Agent dated 17 December 2010,
- (c) a supplemental security agreement between Thorpe Park Operations Limited and the Security Agent dated 17 December 2010,
- (d) a supplemental security agreement between Merlin Entertainments (Sea Life) Limited and the Security Agent dated 17 December 2010, and
- (e) a supplemental security agreement between The London Eye Company and the Security Agent dated 17 December 2010,

or otherwise from time to time

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Fixtures means, in relation to any freehold or leasehold property mortgaged or charged by, or pursuant to the Charge, all fixtures and fittings (including trade fixtures and fittings) and fixed plant, machinery and equipment owned by the Chargor from time to time on or forming part of such property

Group has the meaning given to that term in the Restated Facilities Agreement

Group Shares means all shares owned by the Chargor in its Subsidiaries at any time during the Security Period including those shares specified in schedule 5 (Group Shares and Members Interests) of the Charge, as set out in Schedule 4 of this Form MG01

Group Share Rights means, in relation to the Group Shares, all dividends and other distributions paid or payable after the date of the Charge on all or any of the Group Shares and all stocks, shares, securities (and the dividends and interest thereon), rights, money, allotments, benefits or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution, conversion or exchange for any of the Group Shares

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 31 (Changes to the Obligors) of the Restated Facilities Agreement

Hedging Agreement means any master agreement, confirmation, schedule or other agreement documented by way of ISDA documentation entered into or to be entered into by an Obligor and a Hedge Counterparty (as defined in the Restated Facilities Agreement) pursuant to the Restated Facilities Agreement for the purpose of hedging interest rate liabilities and/or any exchange rate or other risks in relation to the Term Facilities

Hedging Banks means

- (a) the Current Hedging Banks, and
- (b) any other person designated as such under the Intercreditor Agreement and which enters into Hedging Agreements which hedge liabilities under the Finance Documents

Hedge Counterparty means a Lender which has become a party to the Intercreditor Agreement as a Hedging Bank in accordance with the provisions of the Intercreditor Agreement

Insurances means

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

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

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

including but not limited to the intellectual property rights listed in schedule 6 (Intellectual Property) of the Charge, as set out in Schedule 5 of this Form MG01

Intercreditor Agreement means the intercreditor agreement originally dated 21 May 2007 as amended from time to time and as most recently amended and restated pursuant to an Intercreditor supplemental deed dated 22 July 2010

Investments means all physical stocks and shares (other than Group Shares), options, debentures, bonds, warrants, coupons, certificates or other securities and investments or, where relevant, the right, title, interest and benefit in and to such assets now or in the future owned or held by the Chargor from time to time

Investment Rights means, in relation to the Investments, all dividends, coupons and other distributions paid or payable after the date of the Charge on all or any of the Investments and all stocks, shares, securities (and the dividends or interest thereon), rights, money, allotments, benefits, advantages or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Investments or in substitution, conversion or exchange for any of the Investments

Issuing Bank means any Lender under the Revolving Facility which has notified the Facility Agent that it has agreed to the Parent's request to be an Issuing Bank pursuant to the terms of the Restated Facilities Agreement (and if more than one Lender has so agreed, such Lenders shall be referred to, whether acting individually or together, as the Issuing Bank) provided that, in respect of a Letter of Credit issued or to be issued pursuant to the terms of the Restated Facility Agreement, the Issuing Bank shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit

Lender means

- (a) any Original Lender,
- (b) any Acquisition Facility Lender, and
- (a) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 29 (Changes to the Lenders) of the Restated Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Restated Facilities Agreement

Letter of Credit means

- (a) a letter of credit, substantially in the form set out in schedule 12 (Form of Letter of Credit) of the Restated Facilities Agreement or in any other form requested by the Parent and agreed by the Facility Agent and the Issuing Bank, or
- (b) any guarantee, indemnity or other instrument in a form requested by a Borrower (or the Parent on its behalf) and agreed by the Facility Agent and the Issuing Bank

Material Insurance Policies means the policies listed in schedule 4 (Material Insurance Policies) of the Charge as set out in Schedule 3 of this Form MG01

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

M.E.G.H. Confirmatory Security Agreement means 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 between, among others, M E G H Limited and the Security Agent,

Member Interests means all interests of the Chargor as a member in any of its Subsidiaries which is a company limited by guarantee at any time during the Security Period including all such interests specified in schedule 5 (Group Shares and Members Interests) of the Charge, as set out in Schedule 4 of this Form MG01

Member Interest Rights means all dividends and other distributions paid or payable after the date of the Charge in respect of all or any of the Member Interests and all stocks, shares, securities (and the dividends or interest thereon), rights, money, allotments, benefits or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Member Interests or in substitution, conversion or exchange for any of the Member Interests

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

Original Borrower means various companies listed in schedule 1 (The Parties) to the Restated Facilities Agreement as original borrowers

Original Guarantor means various companies listed in schedule 1 (The Parties) to the Restated Facilities Agreement as original guarantors

Original Facilities Agreement means the facilities agreement originally dated 4 March 2007 (as amended and restated most recently on 22 July 2010 and 13 December 2010) between; amongst others, certain members of the Group and various financial institutions as Lenders

Original Lender means various banks and other financial institutions listed in schedule 1 (The Parties) of the Restated Facilities Agreement as original lenders

Original Security Agreements means the two security agreements each dated 21 May 2007 made between, amongst others, the Parent, the Security Agent and certain subsidiaries of the Parent, each as amended and supplemented by deeds of accession and supplemental security agreements or otherwise from time to time

Parent means Merlin Entertainments Group Luxembourg 2 S à r l

Party means a party to the Restated Facilities Agreement

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

Revolving Facility has the meaning given to that term in the Restated Facilities Agreement.

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

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Restated Facilities Agreement means the Original Facilities Agreement as amended by this Agreement, the terms of which are set out in schedule 4 (Restated Facilities Agreement) of the Amendment and Restatement Agreement

Second Amendment Date has the meaning given to that term in the Amendment and Restatement Agreement

Security Accounts means the Collection Accounts and the Realisations Account

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

Security Assets means all assets, rights, interests, undertaking and property of the Chargor the subject of any security created or expressed to be created by or pursuant to the Charge

Security Document has the meaning given to the term Transaction Security Document in the Restated Facilities Agreement

Security Interest means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, right of set-off, security trust, assignment by way of security, reservation of title, any other security interest or any other agreement or arrangement (including a sale and repurchase agreement) having the commercial effect of conferring security

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

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

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

Term Facilities has the meaning given to that term in the Restated Facilities Agreement

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

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Short particulars

SCHEDULE 1

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
N/A	N/A	N/A	N/A

PART 2

LEASEHOLD LAND

Land Registry

Charge of Whole

Chargor	County or District (or London Borough)	Address or Description	Title Number
Sea Life Centre (Blackpool) Limited	Blackpool	Sea Life Centre, Promenade, Blackpool FY1 5AA	LAN76871

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Particulars of a mortgage or charge

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SCHEDULE 2

DETAILS OF COLLECTION ACCOUNTS

Account Name	CCY	Account No.	Bank
Sea Life Centre (Blackpool) Limited	GBP	51299468	HSBC Bank plc

SCHEDULE 3

MATERIAL INSURANCE POLICIES

Property Damage & Business Interruption Warwick Castle

Insurer Ecclesiastical = 100%
Policy No 02/CHG/6004638
Period 1 November 2010 to 31 October 2011
Limit of Indemnity Full sums insured

Primary Global Property Damage & Business Interruption

Insurer Chartis Insurance UK Limited = 50%
RSA = 25%
ACE European Group Limited = 25%
Policy No 45003508
Period 1 November 2010 to 31 October 2011
Limit of Indemnity GBP 100,000,000

Australia & New Zealand Property Damage & Business Interruption

Insurer Vero
Policy No 45003508
Period 3 March 2011 to 31 October 2011
Limit of Indemnity AUS 325,000,000

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Particulars of a mortgage or charge

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Excess Property Damage & Business Interruption

Insurer ACE Bermuda International Insurance (Ireland) = 22.5%
Arch Insurance Company (Europe) Ltd = 10%
Aspen Insurance = 10%
Inter Hanover = 10%
Liberty Mutual Insurance Europe Limited = 5%
MARP London = 10%
MITSUI = 7.5%
QBE Insurance (Europe) Limited = 10%
XL Insurance Company Limited = 15%

Policy No B0716WCT102244243

Period 1 November 2010 to 31 October 2011

Limit of Indemnity GBP 300,000,000 over GBP 100,000,000

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

Insurer Hiscox Syndicate 0033 (LEAD) = 25%
A F Beazley and Others = 12%
Aegis Syndicate 1225 = 12%
Catlin Syndicate = 25%
Chaucer Syndicates 1084 = 12.5%
Novae Syndicate 2007 = 6%
Glacier Insurance AG = 7.5%

Policy No B080118160G10

Period 1 November 2010 to 31 October 2011

Limit of Indemnity GBP 100,000,000 over GBP 100,000,000

Global (ROW) Terrorism-Property Damage & Business Interruption 2nd Excess Layer

Insurer Hiscox Syndicate 0033 (LEAD) = 25%
A F Beazley and Others = 12%
French (France) Aegis Syndicate 1225 = 12%
Catlin Syndicate = 25%
Chaucer Syndicates 1084 = 12.5%
Novae Syndicate 2007 = 6%
Glacier Insurance AG = 7.5%

Policy No B080118160G10

Period 1 November 2010 to 31 October 2011

Limit of Indemnity GBP 70,000,000 over GBP 100,000,000

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

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	Insurer Policy No Period Limit of Indemnity	ACE European Group Ltd UKCANC33447 1 November 2010 to 31 October 2011 GBP 10,000,000
		Excess Public & Products Liability £20M in excess of £10M
		Insurer Zurich Insurance Company = 75% QBE Casualty Syndicate 386 = 25%
		Policy No WCT102244252
		Period 1 November 2010 to 31 October 2011
		Limit of Indemnity GBP 20,000,000 over GBP 10,000,000
	Excess Public Products Liability £70M in excess of £30M	Insurer
		Chartis Insurance UK Limited = 46%
		Allied World Assurance Company (Europe) Ltd = 19%
		XL Insurance = 18%
		ACE European Group Limited = 10%
		Liberty Mutual Insurance Europe Limited = 7%
		Policy No WCT102244254
		Period 1 November 2010 to 31 October 2011
		Limit of Indemnity GBP 70,000,000 over GBP 30,000,000
	Excess Employer's Liability (UK)	Insurer
		QBE Casualty Syndicate 386 = 75%
		QBE Insurance (Europe) Ltd = 25%
		Policy No 11753779
		Period 1 November 2010 to 31 October 2011
		Limit of Indemnity GBP 15,000,000 over GBP 10,000,000
	Contractors ALL Risks & Delay in Completion (Europe Only)	Insurer
		Aspen Insurance UK Ltd
		Policy No NOAOAJ510AOC
		Period 1 November 2010 to 31 October 2011
		Limit of Indemnity £20,000,000 for any one project
	UK Motor Fleet	Insurer
		Zurich Insurance Company
		Policy No 090/P001/JQ200248/9
		Period 1 November 2010 to 31 October 2011
		Limit of Indemnity Fully comprehensive including uninsured loss recovery
	Group Personal Accident & Business Travel	Insurer
		RSA
		Policy No PA04280698
		Period 1 November 2010 to 31 October 2011
		Limit of Indemnity Various limits

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Particulars of a mortgage or charge

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Short particulars

UK Engineering Inspection & Plant Protections

Insurer Zurich Insurance Company
Policy No KT144996
Period 1 November 2010 to 31 October 2011
Limit of Indemnity £2,000,000

Marine Cargo (Group)

Insurer Chubb Insurance Company of Europe S A
Policy No LOCHU09-0342
Period 1 November 2010 to 31 October 2011
Limit of Indemnity GBP 5,000,000

Marine Hull-Removal of Wreck Insurance

Insurer Travellers Insurance Company Ltd
Policy No 11014M09
Period 1 November 2010 to 31 October 2011
Limit of Indemnity GBP 4,000,000

Pension Fund Trustees Liability

Insurer Chartis Insurance
Policy No 33582154
Period 1 November 2010 to 31 October 2011
Limit of Indemnity GBP 7,500,000

Crime Insurance

Insurer Chubb Insurance Company of Europe S A
Policy No 13817P09
Period 1 November 2010 to 31 October 2011
Limit of Indemnity GBP 5,000,000

Directors & Officers (Primary)

Insurer Chartis Insurance
Policy No 33582405
Period 1 March 2010 to 1 August 2011
Limit of Indemnity GBP 15,000,000

Directors & Officers (Excess)

Insurer Chubb
Policy No 82175563
Period 1 March 2010 to 1 August 2011
Limit of Indemnity GBP 10,000,000 over GBP 15,000,000

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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Short particulars

SCHEDULE 4

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
N/A	N/A	N/A	N/A

MEMBERS INTERESTS

Chargor	Name of company in which Members' Interest held
N/A	N/A

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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Short particulars

SCHEDULE 5

INTELLECTUAL PROPERTY

Country	Trade Mark	Trade Mark Number	Expiry Date	Owned by
N/A	N/A	N/A	N/A	N/A



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2407713
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECOND CONFIRMATORY
SECURITY AGREEMENT DATED 24 MAY 2011 AND CREATED
BY SEA LIFE CENTRE (BLACKPOOL) LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR
TO EACH FINANCE PARTY ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 31 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JUNE 2011



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**