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COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

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write in
this margin

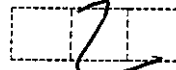
Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number



3671093

Name of company

* insert full name
of Company

* Law 1006 Limited (the "Chargor") ✓

Date of creation of the charge

23 December 1998

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

Guarantee and Debenture dated 23 December 1998 between the Companies
named in Part II of the attached Schedule and Cannons Group Limited
(as Security Trustee) ("the Debenture")

Amount secured by the mortgage or charge

See Part III of the attached Schedule

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

Cannons Group Limited

2 St. George's Road

Wimbledon London

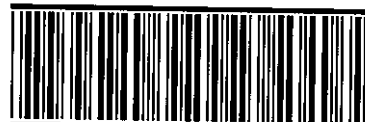
Postcode

SW19 4UZ

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

Herbert Smith
Exchange House
Primrose Street
Lonon EC2A 2HS

For official Use
Mortgage Section



A21 *A0WXYCT6* 532
COMPANIES HOUSE 08/01/99

Time critical reference

Short particulars of all the property mortgaged or charged

As specified in Parts IV, V, VI, and VII of the attached Schedule.

NB: The attached Schedule contains covenants by and restrictions on the Chargor which protect and further define the charges and which must be read as part of the charges created.

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed Herbert Smith

Date 7th January 1999

On behalf of ~~company~~ (mortgagee/chargee)

† 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 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

Schedule to Form 395 Debenture

Part I: Definitions

In this Form 395, words and expressions defined in the Facilities Agreement (as defined below) shall, unless otherwise defined below, bear the same meaning in this Form 395 and in addition in this Form 395 (so far as the context admits) the following expressions have the following meanings:

"Acquisition Agreement" shall bear the same meaning as defined in the Facilities Agreement;

"Acquisition Agreement Claims" means all the Charging Companies' rights, title and interest and benefit in and to, and any sums payable to the Charging Companies pursuant to, all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Charging Companies, and any rights of abatement or setoff, and all other rights of recovery under or pursuant to any Acquisition Agreement;

"Assets" means, in relation to the Chargor, all its undertakings, property, assets, rights and revenues whatever, present or future, wherever situated in the world and includes each or any of them;

"Beneficiaries" means collectively the Vendor Note Holders and the Security Trustee and includes any one of more of them and **"Beneficiary"** shall be construed accordingly;

"Charging Companies" means the companies named in Part II of this Schedule and includes (with effect from its execution and delivery of an agreement under which it accedes to the Debenture, or to a Guarantee and Debenture in terms similar to the Debenture) any Company which subsequently adopts the obligations of a Charging Company and also (where the context permits) includes each or any of them and **"Charging Company"** shall be construed accordingly;

"the Companies" means the Charging Companies together with any other Group Companies from time to time, and (where the context permits) includes each or any of them and **"Company"** means each or any of them

"Continuing", in the context of an Event of Default, means:

- (a) that where the underlying circumstances which caused that Event of Default are incapable of remedy, that Event of Default is Continuing, unless and until it has been expressly and waived in writing by the Agent (acting on the instructions of the Majority Banks) and any conditions of such waiver have all been fulfilled to the satisfaction of the Agent; or
- (b) in any other case, that Event of Default is Continuing unless and until either:
 - (i) it has been expressly waived in writing by the Agent (acting on the instructions of the Majority Banks) and any conditions of such waiver have all been fulfilled to the satisfaction of the Agent (acting on the instruction of the Majority Banks); or

- (ii) the underlying circumstances which caused that Event of Default have been remedied to the satisfaction of the Agent (acting on the instructions of the Majority Banks) and the resulting position is what it would have been if such Event of Default had not occurred, (so that for example in the case of the late delivery of a document which is subsequently satisfactorily delivered, or the withdrawal or settlement of a claim, the existence or pursuance of which constituted an Event of Default);

"Deed of Accession" means a deed of accession in the form set out in Schedule II to the Deed of Priority;

"Deed of Priority" means the deed of priority dated 23 December 1998 and made between The Governor and Company of the Bank of Scotland (as Senior Agent) (1), The Governor and Company of the Bank of Scotland (as Security Trustee) (2), The Governor and Company of the Bank of Scotland (as Bank) (3), The Governor and Company of the Bank of Scotland (as Mezzanine Agent) (4), The Governor and Company of the Bank of Scotland and Chase European Equity Associates LP (as Mezzanine Lenders) (5), The Security Trustee (as the initial Vendor Note Holder) (6), The Security Trustee (as Vendor Trustee) (7), The Apax Funds (as initial Apax Note Holders) (8), Apax Partners & Co Ventures Limited (as Apax Trustee) (9), The Apax Funds, Chase European Equity Associates LP, N Varney and A Carr (as initial Investors) (10), The Chargor (as Parent) (11) and the Companies named in Part II of the attached Schedule (as Obligors) (12);

"Event of Default" means an event of default under the Vendor Loan Notes;

"Facilities Agreement" means the facilities agreement dated on or around the date of the Debenture and made between the Chargor and Vardon Attractions Holdings Deutschland GmbH (as Principal Borrowers) (1), the Companies listed in Schedule I thereto (as Borrowers) (2), The Governor and Company of the Bank of Scotland (as Arranger) (3), The Governor and Company of the Bank of Scotland (as Underwriter) (4), The Governor and Company of the Bank of Scotland (as Working Capital Bank) (5), The Governor and Company of the Bank of Scotland (as Agent) (6) and The Governor and Company of the Bank of Scotland (as Security Trustee) (7), which expression shall include any amendments, supplements, accessions, variations or additions to such agreement, however fundamental, including changes to the facilities provided or increases in their maximum amount;

"Finance Documents" means the Vendor Loan Notes, the Debenture, any transfer instrument relating to the Vendor Loan Notes, the Deed of Priority and any Deed of Accession or any other document entered into by any Beneficiary in connection with any of the foregoing agreements entered into from time to time which are otherwise designated as Finance Documents and **"Finance Document"** means any of the same;

"Floating Charge Assets" means, insofar only as concerns the floating charge created by clause 3.1(m) of the Debenture, Assets for the time being comprised within such floating charge;

"Guarantor" means any Charging Company insofar only as it covenants under clause 2.1(b) of the Debenture to pay or discharge money due or owing from or liabilities of other Companies to the Beneficiaries and **"Guarantors"** and **"Guarantee"** shall be construed accordingly;

"Intellectual Property Rights" means, in relation to the Chargor, all patents, trade marks (including but not limited to the Trade Marks), service marks (and all goodwill associated with them), all brand and trade names, all copyrights and rights in the nature of copyright, database rights, design rights and registered designs, all documented trade secrets and know-how and all other intellectual property rights now or in the future owned or enjoyed by the Chargor, all applications for the protection of any such rights in any part of the world and the benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargor relating to the use or exploitation of any such rights and includes each or any of them and **"Intellectual Property Rights"** shall be construed accordingly;

"Land" includes freehold and leasehold land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

"Permitted Encumbrances" means:

- (a) Encumbrances granted with the prior consent of the Agent (acting on the instructions of the Majority Banks);
- (b) liens and rights of set off arising by operation of law in the normal course of business and retention of title clauses in suppliers' standard terms and conditions of business in respect of contracts entered into in the normal course of business;
- (c) Encumbrances comprised in the Security Documents or arising under any agreement in favour of any of the Banks in connection with credit balances held by that Bank which permit the netting off of such credit balances, or in connection with any conditional purchase, hire purchase or finance lease arrangement which is a Permitted Borrowing;
- (d) liens arising as a result of unpaid Taxes (but without prejudice to the Banks' ability to rely on any Event of Default brought about by such non-payment);
- (e) the arrangements contemplated in the Facilities Agreement in relation to the Realisation Account or any escrow account into which disposal proceeds may be paid;
- (f) any netting or set-off arrangement entered into by any members of the Group in the normal course of the banking arrangements of itself or the Group for the purpose of netting debit and credit balances;
- (g) the Debenture dated 16 March 1990 in favour of Vardon Attractions Limited (formerly called Sea Life Centre Holdings Limited) and the Debenture dated 16 March 1990 in favour of First Leisure Trading Limited (assigned to Leisure Parks Limited under a deed of adherence dated 1 September 1998), each respectively executed by Sea Life Centre (Blackpool) Limited to secure Permitted Borrowings;
- (h) the charges executed by Sea Life Centre Scheveningen b.v to secure Permitted Borrowings;

- (i) Encumbrances granted by Permitted Joint Ventures to secure Permitted Borrowings;
- (j) any Encumbrance over or affecting (1) any asset acquired by a member of the Group after the Completion Date and subject to which such asset is acquired or (2) any asset of any company which becomes a member of the Group after the Completion Date where such Encumbrance is created prior to the date on which such company becomes a member of the Group, provided that in any case:
 - (i) such Encumbrance was not created in contemplation of the acquisition of such asset by a member of the Group or the acquisition of such company;
 - (ii) the amount thereby secured has not been increased in contemplation of, or since the date of, the acquisition of such asset by a member of the Group or the acquisition of such company; and
 - (iii) such Encumbrance is removed or discharged within 6 months of the date of acquisition of such asset or such company becoming a member of the Group;
- (k) the Loan Note Security Documents and the Vendor Security Documents;

"Prior Security" means the security constituted by the Security Documents and such further or other security which may be granted from time to time in favour of The Governor and Company of the Bank of Scotland on behalf of the Senior Lenders and Mezzanine Lender or any of them to secure the Senior Debt and the Mezzanine Debt (all as defined in the Deed of Priority) or any part of it, including any alterations or supplements to the security, novations of the security or replacements for the security.

"Realisation Account" means an interest-bearing deposit account in the name of the Parent or the relevant Group Company opened in the books of such bank as the Agent may nominate entitled "The Governor and Company of the Bank of Scotland* - Realisation Account re *[Group Company]*" into which Net Disposal Proceeds are to be paid under clause 8.4 (*Disposal Proceeds*) of the Facilities Agreement.

"Receivables" means, in relation to the Chargor, all sums of money receivable by the Chargor, now or in the future consisting of or payable under or derived from any of its Assets;

"Secured Sums" means all money and liabilities covenanted and/or guaranteed to be paid or discharged by the Chargor to the Beneficiaries under clause 2.1 of the Debenture;

"Securities" means in relation to the Chargor, all stocks, shares, debentures and loan stocks issued by any company or person and all other investments (whether or not marketable) now or in the future owned at law or in equity by the Chargor, including all interests in investment funds and all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise, and including all Securities owned by the Chargor in any other Company;

"Security Trustee" means Cannons Group Limited acting as security trustee for the Beneficiaries and includes any successor appointed by the Beneficiaries;

"Trade Marks" means the trade marks and trade mark applications listed in Part VII of this Schedule;

"United Kingdom" and **"UK"** means the United Kingdom of Great Britain and Northern Ireland;

"Vendor Loan Notes" means loan notes issued to the Security Trustee pursuant to an instrument by way of deed poll of the Chargor constituting £7,000,000 8.5% compounding fixed rate secured deferred 'B' loan notes 2008;

"Vendor Note Holders" means the Chargor and any transferee of a Vendor Loan Note;

"Working Capital Bank" means The Governor and Company of the Bank of Scotland and includes its substitutes, successors and transferees from time to time;

"writing" includes telex, facsimile transmission and any other mode of representing or reproducing words in a legible and non-transitory form, except in relation to any certificate, notice or other document which is expressly required by the Debenture to be signed, and **"written"** has a corresponding meaning.

Part II: The Charging Companies

Name of Charging Company	Registered Number
Law 1006 Limited	3671093
Law 1008 Limited	3671067
Law 1009 Limited	3671058
Vardon Attractions Limited	2182098

Part III: Amount Secured by Mortgage or Charge

1. By clause 2.1 of the Debenture the Chargor:

- (a) covenanted that it will on demand in writing made to it by the Security Trustee pay or discharge to the Security Trustee all money and liabilities now or in the future due, owing or incurred to each Beneficiary by the Chargor under or pursuant to the Finance Documents; and
- (b) covenanted and guaranteed that it will on demand in writing made to it by the Security Trustee pay or discharge to the Security Trustee all money and liabilities now or in the future due, owing or incurred to each Beneficiary by each other Company (except as a Guarantor for the Chargor giving this covenant) under or pursuant to the Finance Documents;

in either case, whether on or after such demand, whether actually or contingently, whether solely or jointly with any other person, whether as principal or surety and whether or not the relevant Beneficiary was an original party to the relevant transaction, including all interest, commission, fees, charges, costs and expenses which each Beneficiary may in the course of its business charge or incur in respect of any Company or its affairs and so that interest shall be computed and compounded in accordance with the Finance Documents (after as well as before any demand or judgement).

Part IV: Particulars of Property Mortgaged or Charged

1. By clause 3.1 of the Debenture the Chargor with full guarantee charged to the Security Trustee with the payment or discharge of all Secured Sums:
 - (a) by way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in the Chargor and registered at HM Land Registry, including the Land described opposite its name in Part VI of this Schedule;
 - (b) by way of legal mortgage, all other freehold and leasehold Land in England and Wales now vested in the Chargor and not registered at HM Land Registry, including the land described opposite its name in the Part VI of this Schedule;
 - (c) by way of fixed charge, all Land in the future becoming the property of the Chargor;
 - (d) by way of fixed charge, all interests in Land or the proceeds of sale of Land now or in the future belonging to the Chargor which have not already been charged under the preceding provisions of clause 3.1 of the Debenture and all licences now or in the future held by the Chargor to enter upon, use or exploit Land and the benefit of all options, easements, agreements for lease and other agreements relating to the acquisition, use, exploitation, or disposal of Land to which the Chargor is or may in the future become entitled;
 - (e) by way of fixed charge, all plant and machinery of the Chargor now or in the future attached to any Land which, or an interest in which, is charged under the preceding provisions of clause 3.1 of the Debenture and all rights and interests of the Chargor under all present and future agreements for the purchase, maintenance or use of plant and machinery so attached;
 - (f) by way of fixed charge, all rental and other income and all debts and claims now or in the future due or owing to the Chargor under or in connection with any lease, agreement or licence relating to Land;
 - (g) by way of fixed charge, all Securities belong to the Chargor save for the shares in Sea Life Centre (Blackpool) Limited held by Vardon Attractions Limited;
 - (h) by way of fixed charge, all contracts and policies of insurance and assurance now or in the future held by or otherwise benefiting the Chargor and all rights and interests of the Chargor in every such contract and policy (including the benefit of all claims arising and all money payable under such contracts and policies);
 - (i) by way of fixed charge, all the goodwill and uncalled capital for the time being of the Chargor;
 - (j) by way of fixed charge, all Intellectual Property Rights of the Chargor, excluding (but only to the extent that and for so long as it is not capable of being validly charged by way of fixed charge) the benefit of any present or future agreement or licence relating to such rights;

- (k) by way of fixed charge, all book and other debts now or in the future owing to the Chargor and all rights and claims of the Chargor against third parties, present and future, capable of being satisfied by the payment of money (except rights and claims effectively charged under the preceding provisions of clause 3.1 of the Debenture);
- (l) by way of fixed charge, the benefit of all negotiable instruments, guarantees, bonds, debentures, legal or equitable charges and all other security, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all other rights and remedies now or in the future available to the Chargor as security for any Receivable or for the performance by any third party of any obligation now or in the future owed to the Chargor;
- (m) by way of fixed charge, all money at any time standing to the credit of any other bank account relating to the Chargor which is blocked or is expressed to be subject to a fixed or specific charge;
- (n) by way of floating charge:
 - (i) all Assets now or in the future owned by the Chargor except to the extent that such Assets are for the time being effectively charged by any fixed charge contained in the preceding provisions of clause 3.1 of the Debenture, including any Assets comprised within a charge which is reconverted under clause 3.6 of the Debenture; and
 - (ii) without exception all Assets insofar as they are for the time being situated in Scotland;

but in each case so that the Chargor shall not save if and to the extent permitted by the Deed of Priority create any mortgage or any fixed or floating charge or other security (except for the Prior Security) over any Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in clause 6.1(a) of the Debenture with respect to any Floating Charge Asset and the Chargor shall not, without the prior written consent of the Security Trustee, sell, transfer, part with or dispose of any Floating Charge Asset except by way of sale in the ordinary course of its business.

2. By clause 3.2 of the Debenture the Chargor with full title guarantee assigned (insofar as they are capable of being assigned by way of security) in favour of the Security Trustee but subject to the right of the Chargor to redeem such assignment upon the full payment or discharge of all Secured Sums:
 - (a) all claims of the Chargor against all persons who are now or in the future the lessees, sub-lessees or licensees of its Land and all guarantors and sureties for the obligations of such persons;
 - (b) the benefit of all guarantees, warranties and representations given or made to the Chargor by, and any rights or remedies against, all or any of the manufacturers, suppliers or installers of any fixtures now or in the future attached to such Land;

- (c) the benefit of all rights and claims to which the Chargor is now or in the future entitled under any agreements for lease, agreements for sale, contracts, options or undertakings relating to any estate, right or interest in or over such Land;
- (d) all rights and claims to which the Chargor is now or in the future entitled against any builder, contractor or professional adviser engaged in relation to such Land or property development or works, including, without limitation, under any collateral warranty or similar agreement;
- (e) the benefit of all rights and claims to which the Chargor is now or in the future entitled under or in respect of any joint venture, partnership or similar arrangement or agreement;
- (f) the Acquisition Agreement Claims of the Chargor.

Part V: Covenants and Restrictions

1. By clause 3.1(m) of the Debenture the Chargor agreed that it would not, save if and to the extent permitted by the Deed of Priority, create any mortgage or any fixed or floating charge or other security (except for the Prior Security) over any Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, the floating charge created by clause 3.1(m) of the Debenture) or take any other step referred to in clause 6.1(a) of the Debenture with respect to any Floating Charge Asset and that it shall not, without the prior written consent of the Security Trustee, sell, transfer, part with or dispose of any Floating Charge Asset except by way of sale in the ordinary course of its business.
2. By clause 3.3 of the Debenture the Chargor agreed that the floating charge created by the Chargor in clause 3.1(m) of the Debenture may be crystallised into a fixed charge by notice in writing given at any time by the Security Trustee to the Chargor given:
 - (i) at any time whilst an Event of Default is Continuing; or
 - (ii) in respect of any charged property whilst the security over it is in jeopardy or which is in danger of seizure.

Such crystallisation shall take effect over such Floating Charge Assets or class or classes of Floating Charge Assets as shall be specified in the notice. If no Floating Charge Assets are so specified, it shall take effect over all Floating Charge Assets of the Chargor.

3. By clause 3.4 of the Debenture the Chargor agreed that if it, without the Security Trustee's prior written consent, resolves to take or takes any step to charge (whether by way of fixed or floating charge) or otherwise encumber (except pursuant to a Permitted Encumbrance) any of its Floating Charge Assets or to create a trust over any such Floating Charge Asset or to dispose of any such Floating Charge Asset except by way of sale or other disposition in the ordinary course of the Chargor's business or as otherwise permitted by the Facilities Agreement, or if any person resolves to take or takes any step to levy any distress, execution, sequestration or other process against any Floating Charge Asset, then the floating charge created by clause 3.1(m) of the Debenture shall be automatically crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset instantly on the occurrence of such event.
4. By clause 3.8 of the Debenture the Chargor agreed that any debentures, mortgages or charges (fixed or floating) created in the future by the Chargor (except for any Prior Security and except for those in favour of the Security Trustee) shall be expressed to be subject to the Debenture and shall (unless the Facilities Agreement permits otherwise) rank in order of priority behind the charges created by the Debenture.
5. By clause 4.1 of the Debenture the Chargor agreed that, subject to the rights of any prior mortgagee under the Prior Security and except as otherwise expressly agreed in writing by the Security Trustee, it shall:
 - (a) deposit with the Security Trustee, and the Security Trustee shall be entitled to retain, all deeds and documents of title relating to all its Assets charged by way

of fixed charge under clause 3.1 of the Debenture (including policies of insurance and assurance);

- (b) execute and deliver to the Security Trustee such documents and transfers and give such instructions and perform such other acts as the Security Trustee may require at any time to constitute or perfect an equitable or legal charge (at the Security Trustee's option) over registered Securities or a pledge over bearer Securities, including any Securities eligible to participate in any paperless transfer and settlement system or held in a clearing system.
6. By clause 4.2 of the Debenture the Chargor agreed that, subject to the rights of any prior mortgage under the Prior Security, unless and until the Debenture becomes enforceable or following the occurrence of an Event of Default and for so long as it is Continuing the Security Trustee otherwise directs in any case:
- (a) all voting and other rights attaching to Securities shall continue to be exercised by the Chargor for so long as it remains their registered owner and the Chargor shall not permit any person other than a Charging Company, the Security Trustee or the Security Trustee's nominee to be registered as holder of any Securities or any part thereof;
 - (b) if Securities are registered in the name of the Security Trustee's nominee, all voting and other rights attaching to them shall be exercised by the nominee in accordance with instructions in writing from time to time received from the Chargor concerned and, in the absence of any such instructions, the nominee shall refrain from exercising any such rights.
7. By clause 6.1 of the Debenture the Chargor agreed that it shall not, without the prior written consent of the Security Trustee (and with the exception of the Prior Security and Permitted Encumbrances) or as otherwise permitted by the Deed of Priority:
- (a) create, or charge or attempt to create, or permit to subsist, any mortgage, fixed or floating charge, pledge or other security of any kind (including any security conferring power to convert a floating charge into a fixed charge in relation to any Asset) or any trust over any of its Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of its business) to arise or subsist over any such Asset;
 - (b) sell, assign, lease, license or sub-license, or grant any interest in, its Land or Intellectual Property Rights, or purport to do any such act, or part with possession or ownership of them, or allow any third party access or the right to use a copy of any such Intellectual Property Right.
8. By clause 10.2 of the Debenture the Chargor agreed that it shall not, without the prior written consent of the Security Trustee which shall not be unreasonably withheld or delayed, seek to compromise, compound, discharge, postpone, release, set-off, settle or subordinate any of its Receivables or waive its rights of action in connection with them, or do or omit to do anything which may delay or prejudice their full recovery.
9. By clause 12.2 of the Debenture the Chargor agreed that it shall not, without the prior written consent of the Security Trustee, at any time:

- (a) (which consent shall not be unreasonably withheld or delayed) erect any building or (save as permitted by clause 12.1(a) of the Debenture) make any structural alteration or apply for any planning consent for the development or change of use of any such Land, or (save in the ordinary course of repair, replacement or improvement) at any time sever, remove or dispose of any fixture on it;
 - (b) enter into onerous or restrictive obligations affecting any such Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which might adversely affect its value or the value of the security over it.
- 10. By clause 13.2 of the Debenture the Chargor shall, during the continuance of this security (unless the Security Trustee otherwise agrees in writing):
 - (a) not sell, assign, transfer, license or agree to license any Intellectual Property Rights or any interest therein or permit any third party to use such Intellectual Property Rights save as permitted by clause 14.4 (*Restrictions on Disposals*) of the Facilities Agreement or in the ordinary course of business;
 - (b) not alter any specification for which any Trade Mark has been registered or give its consent to registration by a third party of any trade mark the same or confusingly similar to any Trade Mark; and
 - (c) not without the Security Trustee's prior written consent use the Security Trustee's name in or join the Security Trustee into any proceedings relating to infringement of any Intellectual Property Rights.
- 11. By clause 14.1 of the Debenture the Chargor agreed that it shall not, without the prior written consent of the Security Trustee, exercise any power of leasing, or accepting surrenders of leases of, any Land, nor (save where obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet.
- 12. By clause 14.2 of the Debenture the Chargor agreed that it shall not part with possession (except on the determination of any lease, tenancy or licence granted to the Chargor) of any Land or share the occupation of it with any other person, or agree to do so, without the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed).

Part VI

Freehold and leasehold land to be mortgaged under clause 3.1(a) of the Debenture

Name of Company	Administrative Area	Description of Property	Title Number (if available)
Vardon Attractions Limited	Birmingham	National Sea Life Centre, The Aquarium, Brindley Place, Birmingham comprised in a lease dated 1 July 1996 and made between (1) Kounis Group Plc (2) Vardon Attractions Limited (3) Vardon plc	WM658582
Vardon Attractions Limited	Birmingham	Land outside the Aquarium, Brindley Place, Birmingham comprised in a lease dated 1 July 1996 and made between (1) Kounnis Group plc (2) Vardon Attractions Limited (3) Vardon plc	WM620515
Vardon Attractions Limited	Brighton	The Aquarium, Madeira Drive, Brighton comprised in a lease dated 21 December 1990 made between (1) Aquarium Entertainments Limited (2) Sea Life Centre (Holdings) Limited	ESX174846
Vardon Attractions Limited	Brighton	Kiosk at the Aquarium, Madeira Drive, Brighton comprised in a lease dated 31 May 1994 made between (1) Aquarium Entertainments Limited (2) Vardon Attractions Limited	ESX203045
Vardon Attractions Limited	Brighton	Kiosk on west side of beach, tunnel entrance, Aquarium, Madeira Drive, Brighton dated 3 November 1994 made between (1) Aquarium Entertainments Limited (2) Vardon Attractions Limited	ESX204632
Vardon Attractions Limited	Brighton	Kiosk on north west side of top of the Main Steps, Aquarium, Madeira Drive, Brighton dated 3 November 1994 made between (1) Aquarium Entertainments Limited (2) Vardon Attractions	ESX204631

Name of Company	Administrative Area	Description of Property	Title Number (if available)
		Limited	
Vardon Attractions Limited	Great Yarmouth	Sea Life Centre, Marine Parade, Great Yarmouth, comprised in a lease dated 26 September 1990 and made between (1) Great Yarmouth Borough Council (2) Pleasureworld Limited (3) RKJ Group plc	NK96412
Vardon Attractions Limited	Hastings	Sea Life Centre, Rock-a-Nore Road, Hastings comprised in a lease dated 29 August 1990 made between (1) Hastings Borough Council (2) Sea Life Centre (Holdings) Limited (3) Vardon Attractions Limited	ESX173392
Vardon Attractions Limited	Kings Lynn & West Norfolk	Sea Life Centre, South Promenade, Hunstanton as comprised in a lease dated 1 October 1989 made between (1) Borough Council of Kings Lynn and West Norfolk (2) Gunton Estates (Lowestoft) Limited	NK103799
Vardon Attractions Limited	Restormel	Sea Life Centre, Towan Promenade, Newquay, Cornwall comprised in a lease dated 18 April 1995 made between (1) The Council of the Borough of Restormel (2) Vardon Attractions Limited	CL109685
Vardon Attractions Limited (Leaseholder)	Poole	Ground, 1st, 2nd and 3rd Floors, Dolphine House, 3 Market Place, Poole, Dorset comprised in a lease dated 20 March 1998 made between (1) Ankers & Rawlings Developments Limited (2) Vardon Attractions Limited (3) Vardon plc	n/a
Vardon Attractions Limited	Rhuddlan	Sea Life Centre, East Parade, Rhyl, Clwyd comprised in a lease dated 12 May 1993 Parties: (1) The Council of	WA679778

Name of Company	Administrative Area	Description of Property	Title Number (if available)
		Borough of Rhuddlan (2) Sea Life Centres Limited	
Vardon Attractions Limited	Rhuddlan	Intake and outfall pipe East Parade, Rhyl, Clwyd comprised in a lease dated 12 June 1997 made between (1) The Crown Estate Commissioners (2) Vardon Attractions Limited	n/a
Vardon Attractions Limited	Southend-on-Sea	Sea Life Centre, Eastern Esplanade, Southend-on-Sea, Essex comprised in a lease dated 22 December 1993 Parties: (1) Southend-on-Sea Borough Council (2) Sea Life Centres Limited	EX501023
Vardon Attractions Limited	Portsmouth	Sea Life Centre, Clarence Esplanade, Southsea, Hampshire comprised in a lease dated 9 December 1987 Parties: (1) Portsmouth City Council (2) Sea Life Centre Limited	HP353691
Vardon Attractions Limited	Scarborough	Sea Life Centre, North Bay, Promenade, Scarborough comprised in a lease dated 19 September 1991 made between: (1) Scarborough Borough Council (2) Sea Life Centre (Holdings) Limited	NYK112885
Vardon Attractions Limited	Woodspring	Sea Life Centre, Marine Parade, Weston-Super-Mare dated 17 October 1995 made between (1) Woodspring District Council (2) Vardon Attractions Limited	AV256062
Vardon Attractions Limited	Weymouth & Portland	Sea Life Centre, Preston Road, Weymouth, Dorset comprised in a lease dated 25 June 1992 made between (1) Borough Council of Weymouth & Portland (2) Sea	DT1198101

Name of Company	Administrative Area	Description of Property	Title Number (if available)
		Life Centre (Holdings) Limited	
Vardon Attractions Limited	Weymouth & Portland	Land at Lodmoor, Weymouth, Dorset comprised in a lease dated 1 October 1984 made between (1) Borough Council of Weymouth & Portland (2) The Weymouth Butterfly Farm Limited	DT120131
Vardon Attractions Limited (Leaseholder)	North Tyneside	Sea Life Centre, Ground Parade, Whitley Bay comprised in a lease dated 29 July 1994 made between (1) The Council of the Borough of North Tyneside (2) Vardon Attractions Limited	TY299033
Vardon Attractions Limited	Southwark	The London Dungeon, 28-34 Tooley Street, London SE1 comprised in a lease dated 31 March 1989 made between (1) British Railways Board (2) The London Dungeon Ltd and (3) Kunick Plc	TGL 18356
Vardon Attractions Limited	Southwark	Arches Number 981 and 982 Stainer Street, London SE1 comprised in a lease dated 12 November 1992 made between (1) British Railways Board (2) London Dungeon Ltd and (3) Vardon plc	n/a
Vardon Attractions Limited	Southwark	Arch number 964, 34 Tooley Street, London SE1 comprised in a lease dated 7 December 1992 made between (1) British Railways Board (2) London Dungeon Ltd and (3) Vardon Plc	n/a
Vardon Attractions Limited	York	Ground and Basement Levels of 12 Clifford Street, York comprised in a lease dated 13 January 1998 made between Northern Leisure Plc (1) Vardon Attractions Limited (2) and Vardon Plc (3)	NYK200750

Name of Company	Administrative Area	Description of Property	Title Number (if available)
Vardon Attractions Limited	Kerrier	Gweek Seal Sanctuary Bonallack Lane, Gweek, Cornwall	CL 59200

Part VII
The Trade Marks
UK Registrations

Mark	Number	Class	Proprietor
JUDGEMENT DAY	UK Trademark 2125485	9, 16, 25, 28, 30, 41, 41	Vardon Attractions Limited
THE EDINBURGH DUNGEON	UK Trademark Application 2165718	41	Vardon Attractions Limited

Foreign Registrations

Mark	Country	Number	Class	Proprietor
SEA LIFE CENTRE trademark	Benelux	508936 (Device)		Vardon Attractions Limited
SEA LIFE CENTRE trademark	Benelux	512611 (Word)		Vardon Attractions Limited
SEA LIFE	European Community	trademark application (logo) 552844	25, 41, 42	Vardon Attractions Limited
DUNGEON	European Community	trademark application (word 552 844)	25, 41, 42	Vardon Attractions Limited
DUNGEON	European Community	trademark application (logo) 552 885	25, 41, 42	Vardon Attractions Limited

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03671093

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE BETWEEN LAW 1006 LIMITED, LAW 1008 LIMITED, LAW 1009 LIMITED AND VARDON ATTRACTIONS LIMITED AND CANNONS GROUP LIMITED (AS SECURITY TRUSTEE) DATED THE 23rd DECEMBER 1998 AND CREATED BY LAW 1006 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE BY THE CHARGOR AND EACH OTHER COMPANY (EXCEPT AS A GUARANTOR FOR THE CHARGOR) TO EACH BENEFICIARY (AS DEFINED) UNDER OR PURSUANT TO THE FINANCE DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th JANUARY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th JANUARY 1999.

A handwritten signature in cursive script, appearing to read 'A. J. Wakeham'.

A. J. WAKEHAM

for the Registrar of Companies

A large, stylized handwritten signature in the bottom left corner of the page.



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