

Declaration in relation to assistance for the acquisition of shares

155(6)a

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

For official use

Company number

	-	T	-	T	-	-
I		I		I		
	-	T	-	T	-	-

2721728

Note
Please read the notes
on page 3 before
completing this form

Name of company

* Legoland Windsor Park Limited (the "Company")

* insert full name
of company

~~X~~We o Vicky Brown, Ingrid Fernandes and Andrew Carr, all of whose registered service address is at 3 Market Close, Poole, Dorset BH15 1NQ

Ø insert name(s) and address(es) of all the directors

† delete as appropriate

~~DO NOT TYPE HERE~~ [all the directors] † of the above company do solemnly and sincerely declare that

The business of the company is

§ delete whichever
is inappropriate

[illegible][illegible]

XX S

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the

[company] XXXXXXXXXXXXXXXXXXXXXXXX

~~XXXXXXXX~~

The assistance is for the purpose of ~~the acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition] †

The number and class of the shares acquired or to be acquired is 35,000,000 Ordinary shares and 42,800,000 Redeemable Ordinary shares

Presentor's name address and
reference (if any)

Ashurst
Broadwalk House
5 Appold Street
London
EC2A 2HA

639 London City
DPA/SPW/4303149

For official Use
General Section

WEDNESDAY



AEQDOPLP
A28 16/05/2007 533
COMPANIES HOUSE

The assistance is to be given to (note 2) Merlin Entertainments Group Limited (formerly
Merlin Entertainments Group Holdings Limited) (company number 5022287)

Please do not
write in this
margin

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

The assistance will take the form of

Particulars of the form of assistance to be given are set out in attachment 1

The person who [has acquired] ~~XXXXXX~~ † the shares is

† delete as
appropriate

Merlin Entertainments Group Limited (formerly Merlin Entertainments Group Holdings Limited) (company
number 5022287)

The principal terms on which the assistance will be given are

Particulars of the principal terms on which the assistance will be given are set out in attachment 2

The amount of cash to be transferred to the person assisted is £ See attachment 3

The value of any asset to be transferred to the person assisted is £ NIL

The date on which the assistance is to be given is within 8 weeks of the date hereof.

* delete either (a) or (b) as appropriate

[illegible]

Declared at Unit 5, Silverglade, Leatherhead Road,
Chessington, Surrey KT9 2QL

Declarants to sign below

Day Month Year
on 01 05 2007

before me

~~A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths~~

Lee C

V. i. k. n. i. B. r. e. n. n.

Prof. C. Jander

1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985

2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given, if a recipient is a company the registered office address should be shown

3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985

4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form

5 The address for companies registered in England and Wales or Wales is -

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland -

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

FORM 155(6)A

Attachment 1 to Form 155(6)a

- 1 The financial assistance will take the form of the execution, delivery and performance by the Company of its obligations under

1 1 **Facilities Agreement and Priority**

Accession deeds to a

- (a) facilities agreement (the "**Facilities Agreement**") dated 4 March 2007 as amended and restated from time to time between, amongst others, Merlin Entertainments Group Luxembourg 2 S a r l (the "**Parent**"), certain of the Parent's subsidiaries (the "**Obligors**") and Bayerische Hypo-und Vereinsbank AG, London Branch under which Bayerische Hypo-und Vereinsbank AG, London Branch (the "**Agent**") and the other Finance Parties (as defined in the Facilities Agreement) (herein also together the "**Finance Parties**") will provide credit facilities of up to €454,900,000, £1,063,900,000 plus \$113,700,000, and
- (b) priority and subordination arrangement entered into by the Parent with (among others) the Agent pursuant to an intercreditor agreement dated 4 March 2007 (the "**Intercreditor Agreement**"),

(the "**Facilities Agreement and Intercreditor Accession Deeds**")

1 2 **Security**

A security agreement (the "**Security Agreement**") between the Parent, the Company and the Agent pursuant to which the Company will grant fixed and floating charges over its assets and undertakings present and future in England and Wales by way of security for its respective obligations under the Facilities Agreement and Intercreditor Agreement

1 3 **Upstream Loan Facility**

An intra-group loan facility granted by the Company along with other members of the group of companies of which it is a member in favour of Charcoal Newco 2 Limited pursuant to a facility letter dated the date hereof (the "**Upstream Loan Agreement**")

Attachment 2 to Form 155(6)a

The principal terms on which the assistance will be given are

- 1 by executing the Facilities Agreement and Intercreditor Accession Deeds, the Company
- 1 1 will in relation to the Facilities Agreement
 - (a) guarantee to the Finance Parties the due and punctual performance of all the obligations of the Borrowers (as defined in the Facilities Agreement) and agree to pay on demand each amount due by the Borrowers (as defined in the Facilities Agreement) which is due but unpaid,
 - (b) grant, among other things, an indemnity to the Finance Parties in respect of certain costs, liabilities and losses incurred,
 - (c) agree that its guarantee and indemnity obligations will not be affected by (amongst other things) any act, omission, matter or thing which would otherwise reduce, release or prejudice any of such obligations,
 - (d) agree that any Finance Party set off any obligation owed by the Company to the Finance Party against any obligation owed by that Finance Party to the Company,
- 1 2 will in relation to the Intercreditor Agreement
 - (a) covenant to pay the amounts owing under the Finance Documents (as defined in the Intercreditor Agreement), and
 - (b) agree that any sums owed to it by way of intra-group loan by an Obligor (as defined in the Intercreditor Agreement) will be subordinated to sums owed by such Obligor to the Finance Parties,
- 2 by executing the Security Agreement, the Company
- 2 1 covenants to pay or discharge all present and future obligations and liabilities (whether actual or contingent) of the Obligors to the Finance Parties under the Finance Documents which are at the date of the Security Agreement or may at any time thereafter be due and payable,
- 2 2 as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Agent or any other Finance Party from time to time charges in favour of the Agent as Security Agent
 - (a)
 - (i) by way of first legal mortgage all the freehold and leasehold property now belonging to it (subject to certain exceptions detailed in the Security Agreement), or
 - (ii) to the extent the same are not the subject of an effective legal mortgage 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 Company a right to occupy or use property, wheresoever situate now or hereafter belonging to it,
 - (b) absolutely by way of first fixed charge
 - (i) (to the extent 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 and the benefit of all contracts, licences and warranties relating to them,

- (ii) 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,
- (iii) all debts and monetary claims and all rights against third parties in respect of such debts and claims,
- (iv) to the extent the same are not otherwise effectively assigned
 - (A) all rights and benefits in respect of the Insurances and all claims and returns of premiums in respect of the Insurances and
 - (B) all rights and benefits under each of the Assigned Agreements,
- (v) all of its rights and benefits under all bills of exchange, promissory notes and other negotiable instruments held by it,
- (vi) any beneficial interest, claim or entitlement of it to any assets of any pension fund,
- (vii) its present and future goodwill,
- (viii) its present and future uncalled capital,
- (ix) 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
- (x) (to the extent the same are not otherwise effectively mortgaged or charged) all Investments and Investment Rights held by it,

(c)

- (i) by way of first equitable mortgage all Group Shares held from time to time by it and/or any nominee on its behalf,
 - (ii) (to the extent the same are not the subject of an effective equitable mortgage) by way of first fixed charge all Group Shares held by it from time to time and/or any permitted nominee on its behalf, and
 - (iii) by way of first fixed charge all Group Share Rights accruing to all or any of the Group Shares held now or in the future by it and/or any nominee on its behalf,
- (d) all its present and future Intellectual Property 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, and
- (e) by way of 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 pursuant to the Security Agreement not effectively charged by way of first fixed charge under the Security Agreement

including any heritable, leasehold and other property and other assets and undertakings in Scotland,

2 3 as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Agent or any other Finance Party, assigns and agrees to assign to the Security Agent (as agent and trustee for the Beneficiaries) absolutely, all its right, title interest and benefit (if any) in or to

- (a) the Insurances,
- (b) the Acquisition Documents, and
- (c) Hedging Agreements,

save that to the extent that any such right, title and interests is not assignable or capable of assignment, such assignment purported to be effected 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 Company, and
- (b) in the case of the other Assigned Agreement, an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Company may derive from such Assigned Agreements or be awarded or entitled to in respect of such Assigned Agreements

2 4 undertakes to each Secured ROW Creditor (as defined in the Security Agreement) that, save as expressly permitted under the terms of the Finance Documents or as otherwise agreed by the Security Agent, it will not 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 Security Agreement or any other Security Document (as defined in the Security Agreement) or 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,

(where in this paragraph 2 **"Group Shares"**, **"Group Share Rights"**, **"Security Assets"**, **"Assigned Agreements"**, **"Investments"**, **"Investment Rights"**, **"Security Accounts"**, **"Insurances"**, **"Fixtures"**, **"Security Interest"**, and **"Secured Liabilities"** have the meaning given to them in the Security Agreement and **"Acquisition Documents"**, **"Finance Documents"**, **"Finance Party"**, **"Security Agent"**, **"Hedging Agreement"**, and **"Intellectual Property"** have the meaning given to them in the Facilities Agreement,

3 by executing the Upstream Loan Agreement the Company (together with the members of the Group (as defined in such agreement)) will make available to, inter alia, Charcoal Newco 2 Limited, a loan facility to enable it to make payments when due to the Finance Parties pursuant to the Facilities Agreement but on the basis that the Company will only be obliged to make advances under the Upstream Loan Agreement if, inter alia, it has the cash resources and the Company is not in liquidation, administration or the subject of a creditor's voluntary arrangement, and

4 the Company's obligations as described above continue in relation to the Finance Documents as they may be amended, modified, varied or restated from time to time

Attachment 3 to Form 155(6)a

Such amounts as the Company may be required to advance in accordance with the Upstream Loan Agreement referred to in paragraph 3 of Attachment 2 and in any event not more than the sum of €454,900,000, £1,063,900,000 and \$113,700,000



KPMG LLP

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United Kingdom

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DX 2034 Southampton
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Private & confidential

LEGOLAND Windsor Park Limited
3 Market Close
Poole
Dorset
BH15 1NQ

Our ref cll/052/rh/llwp/A

Contact Phil Cotton
02380 202090

1 May 2007

Dear Sirs

Auditors' report to the directors of LEGOLAND Windsor Park Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 1 May 2007 in connection with the proposal that the company should give financial assistance for the purchase of the company's 35,000,000 ordinary shares and 50,000,000 redeemable ordinary shares.

This report is made solely to the company's directors as a body in accordance with section 156(4) of the Companies Act 1985. Our work has been undertaken so that we as the company's auditors might state to the company's directors those matters we are required to state to them in a report under section 156(4) of that Act and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's directors as a body for our work under section 156(4) of that Act or for this report.

We have enquired into the state of the company's affairs in order to review the bases for the statutory declaration.

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

KPMG LLP
Registered Auditor