



Registration of a Charge

Company name: **GENTING CASINOS UK LIMITED**

Company number: **01519689**



X9KC584Y

Received for Electronic Filing: **21/12/2020**

Details of Charge

Date of creation: **15/12/2020**

Charge code: **0151 9689 0004**

Persons entitled: **NATWEST MARKETS PLC AS SECURITY TRUSTEE**

Brief description: **PROPERTY - CROCKFORDS CASINO COMPRISED OF: FREEHOLD PROPERTY AT 30 CURZON STREET, LONDON W1Y 7AE - TITLE NO.: LN48639; FREEHOLD PROPERTY AT 31 CURZON STREET, LONDON W1Y 7AE - TITLE NO.: NGL718006); AND LEASEHOLD LAND AT THE BACK OF 31 CURZON STREET, LONDON W1Y 7AE - TITLE NO.: NGL718007; FOR MORE DETAILS PLEASE REFER TO THE CHARGING INSTRUMENT**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ASHURST LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1519689

Charge code: 0151 9689 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th December 2020 and created by GENTING CASINOS UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st December 2020 .

Given at Companies House, Cardiff on 22nd December 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



EXECUTION VERSION

Security Agreement

The Entities set out in schedule 1
as Chargors

and

NatWest Markets Plc
as Security Agent

15 December 2020

CONTENTS

CLAUSE	PAGE
1. DEFINITIONS AND INTERPRETATION	1
2. CREATION OF SECURITY.....	3
3. EXISTING SECURITY	4
4. RESTRICTIONS ON DEALINGS	4
5. LAND.....	5
6. WHEN SECURITY BECOMES ENFORCEABLE	5
7. ENFORCEMENT OF SECURITY	6
8. RECEIVER	7
9. POWERS OF RECEIVER	8
10. APPLICATION OF PROCEEDS	10
11. DELEGATION	11
12. FURTHER ASSURANCES	11
13. POWER OF ATTORNEY	11
14. MISCELLANEOUS	12
15. RELEASE.....	13
16. GOVERNING LAW.....	13
SCHEDULE 1	14
Chargors.....	14
SCHEDULE 2	15
Real Property	15

THIS DEED is dated

15 December 2020 and is made

BETWEEN:

- (1) **THE ENTITIES SET OUT IN SCHEDULE 1** (Chargors) (each a "**Chargor**" and together, the "**Chargors**"); and
- (2) **NATWEST MARKETS PLC** (the "**Security Agent**") as security trustee for the Secured Parties (as defined in the Facility Agreement defined below).

RECITALS:

- (A) Each Chargor enters into this Deed in connection with the Facility Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"Act" means the Law of Property Act 1925;

"Birmingham Resorts World Property" means the National Exhibition Centre property described in row 1 of schedule 2 (Real Property);

"Company" means Genting UK plc (registered number 01519749);

"Existing Security" means:

- (a) the security created pursuant to a security agreement dated 20 December 2017 between the Chargors and the Security Agent (then known as The Royal Bank of Scotland plc); and
- (b) the security created pursuant to a supplemental security agreement dated 24 January 2019 between Genting Solihull Limited as Chargor and the Security Agent;

"Facility Agreement" means the facilities agreement originally dated 20 December 2017 between (among others) Genting UK plc and the Security Agent, as amended and restated pursuant to an amendment and restatement agreement between the same parties (among others) dated on or about the date of this Deed;

"Mortgaged Property" means all freehold or leasehold property included in the definition of Security Asset;

"Party" means a party to this Deed;

"Receiver" means a receiver, a receiver and manager, or an administrative receiver of the whole or any part of the Security Assets, in each case appointed under this Deed;

"Secured Liabilities" means 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 Transaction Obligor to any Secured Party under each Finance Document;

"Security Asset" means any asset of any Chargor which is, or is expressed to be, subject to any Security created by this Deed; and

"Security Period" means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

1.2 Construction

- (a) Capitalised terms defined in the Facility Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (Construction) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.
- (c) Unless a contrary indication appears, a reference in this Deed to:
 - (i) a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated; and
 - (ii) the term **"this Security"** means any Security created by this Deed.
- (d) Any covenant of any Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (e) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If the Security Agent reasonably considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver may enforce and enjoy the benefit of any clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. CREATION OF SECURITY

2.1 General

- (a) Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- (b) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

2.2 Land

- (a) Each Chargor (other than the Company) charges:
 - (i) by way of legal mortgage all estates or interests in any freehold or leasehold property specified in schedule 2 (Real Property); and
 - (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of fixed charge all estates or interests in any freehold or leasehold property specified in schedule 2 (Real Property).
- (b) A reference in this clause 2 to a mortgage or charge of any freehold or leasehold property includes the interest of the relevant Chargor in:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of any Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Floating charge

- (a) Each Chargor charges by way of floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage or fixed charge under this clause 2.
- (b) Except as provided below, the Security Agent may by written notice to a Chargor convert the floating charge created by this clause 2.3 (Floating charge) into a fixed charge as regards any of that Chargor's assets specified in that notice if:
 - (i) an Event of Default is continuing; or
 - (ii) the Security Agent considers those assets 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 jeopardy.

- (c) Subject to paragraph (d) below, the floating charge created by this clause 2.3 (Floating charge) may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under Part A1 of the Insolvency Act 1986.
- (d) Paragraph (c) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The floating charge created by this clause 2.3 (Floating charge) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of any Chargor's assets if an administrator is appointed or the Security Agent receives written notice of an intention to appoint an administrator.
- (f) The floating charge created by this clause 2.3 (Floating charge) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (g) Any floating charge which has crystallised under clause 2.3(b) or 2.3(d) may by notice in writing given at any time by the Security Agent (acting on the instructions of each other Secured Party) to the relevant Chargor be reconverted into a floating charge under clause 2.3(a) (Floating Charge) in relation to the assets, rights and property specified in such notice.

3. EXISTING SECURITY

- 3.1 The security granted by each Chargor in favour of the Security Agent pursuant to this Deed will, for so long as the Existing Security remains in force, be subject to the Existing Security.
- 3.2 The satisfaction of any obligation of any Chargor under the Existing Security shall, where it is also contained in this Deed, be deemed to satisfy the same obligation of the Chargor under this Deed.
- 3.3 Any reference to security being created by this Deed "with full title guarantee" is qualified by and subject to the security created by the Existing Security in respect of the relevant Secured Asset.
- 3.4 The covenants of each Chargor contained in clause 4 (Restrictions on Dealings) are qualified by and subject to the security created by the Existing Security in respect of the Secured Assets.

4. RESTRICTIONS ON DEALINGS

4.1 Security

Except as expressly allowed under the Facility Agreement or this Deed or with the prior written consent of the Security Agent, no Chargor may create or permit to subsist any Security on any Security Asset.

4.2 Disposals

Except as expressly allowed under the Facility Agreement or this Deed, no Chargor may enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset.

5. **LAND**

5.1 **Land Registry**

- (a) Each Chargor (other than the Company) consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property (other than the Birmingham Resorts World Property) registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of [] referred to in the charges register or their conveyancer. (Standard Form P)".;

- (b) Genting Solihull Limited consents to a restriction in the following terms being entered into on the Register of Title relating to the Birmingham Resorts Wold Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of [] referred to in the charges register or their conveyancer or without a certificate signed by a conveyancer that the provisions of clause [22.2] of the Facility Agreement dated 20 December 2017 (as amended) have been complied with or that they do not apply to the disposition. (Standard Form P)".

5.2 **Deposit of title deeds**

To the extent not already deposited with the Security Agent or held to the order of the Security Agent pursuant to the Existing Security, each Chargor (other than the Company) must within three Business Days:

- (a) deposit with the Security Agent all deeds and documents necessary to show good and marketable title to any property referred to in schedule 2 (the **"Title Documents"**); or
- (b) procure that the Title Documents are held to the order of the Security Agent by a firm of solicitors regulated by the Law Society of England and Wales or such other firm of solicitors approved by the Security Agent for that purpose.

6. **WHEN SECURITY BECOMES ENFORCEABLE**

6.1 **Event of Default**

This Security will become immediately enforceable if an Event of Default occurs and is continuing.

6.2 **Discretion**

While this Security is enforceable under clause 6.1, the Security Agent may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Facility Agreement.

6.3 **Statutory powers**

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time while this Security is enforceable under clause 6.1.

7. ENFORCEMENT OF SECURITY

7.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed, provided that the Security Agent shall not exercise such powers until the security constituted by this Deed become enforceable.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.

7.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

7.3 Privileges

The Security Agent and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

7.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his/her agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied.

7.5 Redemption of prior mortgages

- (a) At any time while this Security is enforceable under clause 6.1, the Security Agent may:
 - (i) redeem any prior Security against any Security Asset; and/or
 - (ii) procure the transfer of that Security to itself; and/or

- (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on any Chargor.
- (b) Each Chargor must pay to the Security Agent, immediately on demand, the reasonable costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

7.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

7.7 Financial collateral

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of any Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Security Agent will have the right while this Security is enforceable under clause 6.1 to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.
- (b) Where any financial collateral is appropriated:
 - (i) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
 - (ii) in any other case, its value will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and each Finance Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

8. RECEIVER

8.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) this Security is enforceable under clause 6.1; or
 - (ii) any Chargor so requests in writing to the Security Agent at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.

- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

8.2 **Removal**

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

8.3 **Remuneration**

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

8.4 **Agent of the Chargors**

- (a) A Receiver will be deemed to be the agent of a Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. Each Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- (b) No Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

8.5 **Relationship with Security Agent**

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

9. **POWERS OF RECEIVER**

9.1 **General**

- (a) A Receiver has all of the rights, powers and discretions set out below in this clause 9 in addition to those conferred on it by any law at any time this Security is enforceable in accordance with clause 6.1. This includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the

powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

9.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

9.3 Carry on business

A Receiver may carry on any business of any Chargor in any manner he/she thinks fit.

9.4 Employees

(a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.

(b) A Receiver may discharge any person appointed by any Chargor.

9.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

9.6 Sale of assets

(a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.

(b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.

(c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of any Chargor.

9.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he/she thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he/she thinks fit (including the payment of money to a lessee or tenant on a surrender).

9.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset.

9.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

9.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

9.11 Subsidiaries

A Receiver may form a Subsidiary of any Chargor and transfer to that Subsidiary any Security Asset.

9.12 Delegation

A Receiver may delegate his/her powers in accordance with this Deed.

9.13 Lending

A Receiver may lend money or advance credit to any person.

9.14 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which any Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he/she thinks fit.

9.15 Other powers

A Receiver may:

- (a) do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law, subject at all times to its common law duties;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and
- (c) use the name of any Chargor for any of the above purposes.

10. APPLICATION OF PROCEEDS

10.1 All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Security Agent and applied in accordance with the Facility Agreement. This clause 10:

- (a) is subject to the payment of any claims having priority over this Security; and

- (b) does not prejudice the right of any Secured Party to recover any shortfall from any Chargor.

11. DELEGATION

11.1 Power of Attorney

The Security Agent or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

11.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

11.3 Liability

Neither the Security Agent nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate except in the case of the Security Agent in respect of any fraud, gross negligence or wilful default in the performance of its obligations.

12. FURTHER ASSURANCES

- 12.1 Each Chargor must promptly, at its own expense, take whatever action the Security Agent or a Receiver may reasonably require for:

- (a) creating, perfecting or protecting any security over any Security Asset; or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.

- 12.2 The action that may be required under paragraph (a) above includes:

- (a) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Agent or to its nominees; or
- (b) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may consider necessary to effect the matters set out in paragraph (a) above.

13. POWER OF ATTORNEY

- 13.1 Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of each Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of any Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. Each

Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause 13.

13.2 Each attorney appointed in accordance with paragraph (a) above shall only have the right to take such action following:

- (a) the occurrence of an Event of Default; or
- (b) the failure by a Chargor to comply with a request from an attorney to take any action which a Chargor is obliged to take under this Deed (where a Chargor has not complied with or taken such action within five Business Days of the date it is obliged to or requested to).

14. **MISCELLANEOUS**

14.1 **Continuing Security**

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

14.2 **Covenant to pay**

Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

14.3 **Tacking**

Each Lender must perform its obligations under the Facility Agreement (including any obligation to make available further advances).

14.4 **New Accounts**

- (a) If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with any Chargor.
- (b) If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

14.5 **Time deposits**

Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account any Chargor has with any Secured Party within the Security Period when:

- (a) this Security is enforceable under clause 6.1; and
- (b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

14.6 **Notice to Chargors**

This Deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by any Chargor to any Transaction Obligor and contained in any other Security Document.

15. **RELEASE**

At the end of the Security Period, the Finance Parties must, at the request and cost of the Chargors, take whatever action is necessary to release its Security Assets from this Security.

16. **GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1

Chargors

Chargor	Jurisdiction of incorporation	Registration number or equivalent
Genting Solihull Limited	England and Wales	06601106
Genting Casinos UK Limited	England and Wales	01519689
Genting International Investment Properties (UK) Limited	England and Wales	06563068
Genting UK plc	England and Wales	01519749

SCHEDULE 2

Real Property

Chargor	Address of the Property	Title Number
Genting Solihull Limited	National Exhibition Centre, Birmingham	MM17130
Genting Casinos UK Limited	Crockfords Casino comprised of: (i) 30 Curzon Street, London W1Y 7AE; (ii) 31 Curzon Street, London W1Y 7AE; and (iii) land at the back of 31 Curzon Street, London W1Y 7AE	LN48639 (freehold) NGL718006 (freehold) NGL718007 (leasehold)
Genting Casinos UK Limited	Casino Premises known as Mint 43/45 Cromwell Road, London SW7 2EF, held under a lease dated 24 June 2008 made between (1) Genting International Investment Properties (UK) Limited as landlord and (2) Stanley Casinos Limited (now known as Genting Casinos UK Limited) for a term expiring on 23 June 2018	BGL68591
Genting Casinos UK Limited	Albion Casino, Cromwell Road, Salford M6 6DA (the "Fifth Property")	GM103606
Genting Casinos UK Limited	Land and buildings lying to the south of Forth Street, Newcastle upon Tyne (the "Sixth Property")	TY149266
Genting International Investment Properties (UK) Limited	Cromwell Mint Casino comprised of: (i) 43 Cromwell Road, London SW7 2EF; and (ii) 45 Cromwell Road, London SW7 2ED.	NGL551855 (freehold) 217465 (freehold)

SIGNATORIES

Chargors

Executed as a deed by)
GENTING UK PLC acting by a director in)
the presence of a witness:)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

I confirm that I was physically present when
the above signatory signed this deed.

Executed as a deed by)
GENTING SOLIHULL LIMITED)
acting by a director in the presence of a)
witness:)

Signature of director

Signature of witness

Name of witness SARAH-JANE AXELBY

Address of witness

Occupation of witness

I confirm that I was physically present when
the above signatory signed this deed

Executed as a deed by)
GENTING CASINOS UK LIMITED)
acting by a director in the presence of a)
witness:)

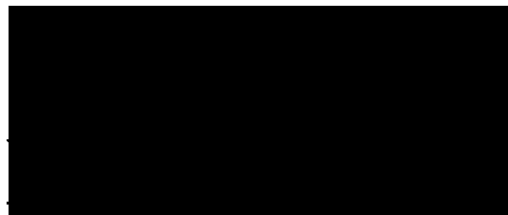
Signature of director

Signature of witness

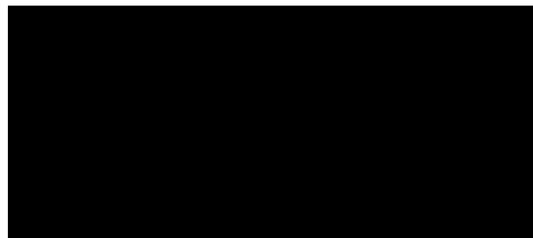
Name of witness

Address of witness

Occupation of witness



SARAH-JANE AXELBY



I confirm that I was physically present when
the above signatory signed this deed

Executed as a deed by)
GENTING INTERNATIONAL)
INVESTMENT PROPERTIES (UK))
LIMITED acting by a director in the)
presence of a witness:)

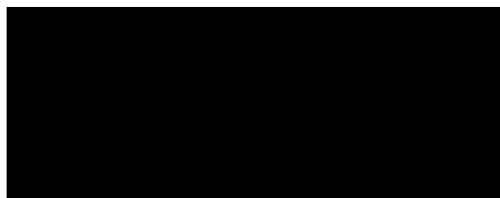
Signature of director

Signature of witness

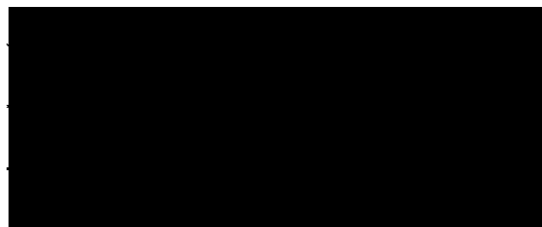
Name of witness

Address of witness

Occupation of witness



SARAH-JANE AXELBY



I confirm that I was physically present when
the above signatory signed this deed

Security Agent

NATWEST MARKETS PLC

By: