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COMPANIES FORM No. 395

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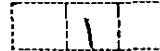
Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of Company**Particulars of a mortgage or charge****A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.**

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



04691682

Name of company

* Aspers (Northampton) Limited (the "Chargor")

Date of creation of the charge

30 November 2007

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

Debenture entered into between the Chargor and Australia and New Zealand Banking Group Limited (the "Lender") (the "Debenture")

Amount secured by the mortgage or charge

(a) All moneys from time to time due or owing, and all other actual or contingent liabilities from time to time incurred, by the Chargor to the Lender, (b) all moneys from time to time due or owing, and all other actual or contingent liabilities from time to time incurred, by Aspers Group Limited and Kerzner UK Leisure Operations Holdings Limited to the Lender under a facility agreement dated 29 October 2007 entered into between the Chargor and the Lender (the "Facility Agreement") and Finance Documents (as defined therein), and (c) interest therein

((a), (b) and (c) shall henceforth be referred to as the "Secured Liabilities")

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

Australian and New Zealand Banking Group Limited

Level 6, 100 Queen Street, Melbourne

Australia

Postcode Vic 3000

Presenter's name address and
reference (if any)Reed Smith Richards Butler LLP
Minerva House, Montague Close,
London SE1 9BB

Time critical reference

AS

For official Use (02/06)
Mortgage Section

Post room

WEDNESDAY



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LD5

19/12/2007

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 Land

As security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Lender

(a) The properties by way of first legal mortgage all of its rights as at the date of this Debenture in The Old Albion Brewery, 1 Commercial Street, Northampton, NN1 1PJ (the "Property") and the land and buildings on the south side of Foundry Street, Northampton (the "Additional Property"), and
(b) Other land by way of first fixed charge all of its other rights in any land (other than any land in Scotland),

(together the "Mortgaged Properties") in each case together with all of its rights in all buildings, structures, erections, fixtures and fittings (including trade fixtures and fittings) from time to time on any of the Mortgaged Properties and any proceeds of disposal of any of the Mortgaged Properties

Continued on Continuation Sheet 1 to this Form 395

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)

Signed REED SMITH RICHARDS BUTLER LLP Date 18 12 07

On behalf of ~~company~~ mortgagee/chargee†

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

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

COMPANY NAME: Aspers (Northampton) Limited
 COMPANY NUMBER: 04691682

CONTINUATION SHEET 1
SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

2. Assignments - Continued

As security for the payment, performance and discharge of the Secured Liabilities, the Chargor with full title guarantee assigns and agrees to assign absolutely to the Lender (in each case to the fullest extent capable of assignment) (subject to re-assignment on final and unconditional discharge of the Secured Liabilities) all of its present and future rights, title and interest in and to

- (a) Receivables any amounts payable under any occupational lease and in any guarantee contained in or relating to any occupational lease and other Receivables (to the extent such Receivables have not already been effectively charged pursuant to the Debenture;
- (b) Occupational Leases and other documents: any occupational leases, all of its rights under the agreement relating to the purchase of the Additional Property and any other contract for or relating to any of the Security Assets and all of its rights under any environmental, building, structural or other report relating to any of the Security Assets,
- (c) Insurance any contracts of insurance, including those relating to the Mortgaged Properties,
- (d) External Hedging Agreements any External Hedging Agreements, and
- (e) Contracts all material contracts required to develop and operate a casino at the Property.

3. Fixed charges

As security for the payment, performance and discharge of the Secured Liabilities and to the extent legally possible, the Chargor with full title guarantee charges to the Lender by way of first fixed charge both present and future from time to time owned by it or in which it has an interest

- (a) Property. all of the Property and other land (in which the Chargor has a freehold, leasehold or other interest) not effectively charged by way of first legal mortgage in each case together with all building and fixtures (including trade fixtures) thereon and all proceeds of sale thereof,
- (b) Chattels all of its rights in any plant, machinery, vehicles, equipment and other chattels (but excluding its stock-in-trade),
- (c) Goodwill its goodwill and uncalled capital from time to time and all of its rights to future calls in respect of capital,
- (d) Lender accounts all of its rights in any credit balances on any Lender accounts and the indebtedness represented by those accounts,
- (e) Book and other debts all of its rights in any book and other debts, revenues and claims (and their respective proceeds) and the

benefit of all security, guarantees and other rights of any nature enjoyed or held by it in relation to any of them,

(f) Shares all of its rights in any shares, stocks, debentures, bonds and other investments or securities of any kind, together with any associated dividends, interest and other assets and all of its other rights in any company, firm, consortium, joint venture or entity,

(g) Intellectual property rights: all of its rights in any intellectual property, including any present and future patents, patent applications, trade and service marks, trade names, registered designs, confidential information, know how and copyrights (including those in computer software) and in any licences and ancillary and connected rights relating to intangible property,

(h) Licences all licences, consents and authorisations (statutory or otherwise and including but not limited to those listed at Clause 3 2(e)) held in connection with its business or the use of any Security Assets and all of its rights in connection with them,

(i) Receivables all its rights and benefits (including against third parties) in and to the Receivables, and

(j) Other documents all of its rights in any agreements, reports and other documents from time to time relating to all or any part of the Security Assets, other than those assigned pursuant to the Debenture.

4. Floating charge

As security for the payment, performance and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Lender by way of first floating charge all of its undertaking, property, assets, rights both present and future from time to time not from time to time mortgaged, charged or assigned otherwise

4. Negative Pledge

The Chargor shall not create or permit to subsist any security interest over any of the Security Assets, other than pursuant to or as expressly permitted by the Facility Agreement or another Finance Document

COMPANY NAME: Aspers (Northampton) Limited
 COMPANY NUMBER: 04691682

SCHEDULE 1
DEFINITIONS

Assigned Documents means the documents the rights under which are assigned pursuant to the Debenture

Receivables means:

- (a) all book debts, both present and future, due or owing to the Chargor and all other monetary debts and claims, choses in action and other rights and benefits both present and future (including, in each case, the proceeds and all remittances in respect thereof and all damages and dividends in relation thereto) due or owing to the Chargor and the benefit of all related rights and remedies (including under negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing and liens),
- (b) all sums, both present and future, due or owing to the Chargor by way of grant, subsidy or refund by any statutory, legal or governmental body, authority or institution or by any body, authority or institution of the European Union, and
- (c) all payments representing or made in respect of paragraph (a) or (b)

Security Assets means the Mortgaged Properties, the Assigned Documents, the Shares and the other assets from time to time the subject of this Debenture, "Security Asset" means any of them and any reference to the Security Assets includes all or any of them

Shares means the shares and other assets, and the Chargor's rights in those shares and other assets, referred to in the Debenture and in relation to any Chargor "its Shares" means those Shares in respect of which it has charged its rights pursuant to that Clause, including any in which it has a beneficial interest but not legal title

External Hedging Agreements means any derivative or other transaction entered into from time to time by the Chargor for the purpose of hedging the interest payable under the Facility Agreement

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 04691682

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 30th NOVEMBER 2007 AND CREATED BY ASPERS (NORTHAMPTON) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO AUSTRALIAN AND NEW ZEALAND BANKING GROUP LIMITED ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th DECEMBER 2007

*PO
XMG*



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES