

# M

COMPANIES FORM No. 395

A/C - 00400041

## Particulars of a mortgage or charge

# 395

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

3111

FC026306

Name of company

\* WENTWORTH PROPCO 18 LIMITED (the "Company")

Date of creation of the charge

21 April 2006

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

Debenture (the "Debenture") dated 21 April 2006 and made between the Company and The Royal Bank of Scotland plc (the "Bank")

Amount secured by the mortgage or charge

Please see Rider 1

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

The Royal Bank of Scotland plc  
135 Bishopsgate  
London

Postcode EC2M 3UR

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

CMS Cameron McKenna LLP  
Mitre House  
160 Aldersgate Street  
London  
EC1A 4DD

NMP/110715.4 (21729822)

Time critical reference

For official Use (06/2005)  
Mortgage Section

Post room



A40  
COMPANIES HOUSE

668  
05/05/2006

CHFP025

Please do not  
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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

Please return via  
CH London Counter

Please see rider 2

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

Particulars as to commission allowance or discount (note 3)

Signed CMS Cameron McKenna LLP Date 5 May '06

On behalf of ~~XXXXXX~~ [mortgagee/~~XXXXXX~~]

*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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

**FORM 395 – Particulars of a Mortgage or Charge**

**NAME OF COMPANY:** WENTWORTH PROPCO 18 LIMITED (the **“Company”**)  
**COMPANY NUMBER:** FC026306  
**DOCUMENT:** Debenture dated 21 April 2006 and made between, inter alios, (1) the Company and (2) The Royal Bank of Scotland plc (the **“Bank”**) (the **“Debenture”**).

**RIDER 1**

**AMOUNT SECURED**

All present and future indebtedness, monies, obligations and liabilities of the Company to the Bank, in whatever currency denominated, whether actual or contingent, whether owed jointly or severally or as principal or as surety or in some other capacity and whether or not the Bank was an original party to the relevant transaction and in whatever name or style, including all interest, discount, commission and fees for which the Company may be or become liable to the Bank, together with all Expenses (as defined below) and all interest under Clause 2.3 (*Interest*) of the Debenture (the **“Secured Liabilities”**).

## FORM 395 – Particulars of a Mortgage or Charge

NAME OF COMPANY: WENTWORTH PROPCO 18 LIMITED (the “Company”)  
COMPANY NUMBER: FC026306  
DOCUMENT: Debenture dated 21 April 2006 and made between, inter alios, (1) the Company and (2) The Royal Bank of Scotland plc (the “Bank”) (the “Debenture”).

### RIDER 2

#### SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

##### **1. FIXED CHARGE**

- 1.1 As security for the payment, performance and discharge of all the Secured Liabilities, the Company charges in favour of the Bank by way of a first legal mortgage all its right, title and interest in and to the freehold, commonhold and leasehold property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Part 1 of Schedule 2 (*Real Property*) of the Debenture (appended hereto as Schedule 2) in respect of the Company) and other than any subject to an Exclusion (as defined below) as specified in Part 3 of Schedule 2 (*Real Property*) of the Debenture (appended hereto as Schedule 2) unless and until the same is Satisfied (as defined below) (provided that all assets situate in Scotland and all assets the rights in and to which are governed by the laws of Scotland shall be excluded from the charges created or effected by Clause 3.1 of the Debenture).
- 1.2 The Company, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Bank by way of first fixed charge (and in relation to all rights governed by the laws of Scotland, by way of assignation by way of security) all of that its right, title and interest in and to the following assets, both present and future (provided that all assets situate in Scotland and all assets the rights in and to which are governed by the laws of Scotland shall be excluded from the charges created or effected by Clause 3.2 of the Debenture);
- 1.2.1 ***Other real property*** – all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under Clause 3.1 of the Debenture) other than any subject to an Exclusion unless and until the same is Satisfied;
- 1.2.2 ***Licences on land*** - all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled other than any subject to an Exclusion unless and until the same is Satisfied;
- 1.2.3 ***Rights as tenant*** – where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee

of, the freehold or any intermediate reversionary interest in that property other than any subject to an Exclusion unless and until the same is Satisfied;

- 1.2.4 **Rental income** - any amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises other than any subject to an Exclusion unless and until the same is Satisfied;
- 1.2.5 **Fixed or other plant and machinery** - all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or (to the extent of its interest) possession (but excluding any of those items to the extent that they are part of its stock in trade) other than any subject to an Exclusion unless and until the same is Satisfied;
- 1.2.6 **Insurances** - all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances;
- 1.2.7 **Book debts** - all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same;
- 1.2.8 **Bank accounts and deposits** - all moneys from time to time deposited in or standing to the credit of any bank account with the Bank or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same)) together with all moneys from time to time deposited in or standing to the credit of the Accounts.
- 1.2.9 **Securities** - all Securities and their Related Rights;
- 1.2.10 **Goodwill and uncalled capital** - all of its goodwill and uncalled capital;
- 1.2.11 **Intellectual property** - all Intellectual Property;
- 1.2.12 **Business licences** - all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable in respect of them;
- 1.2.13 **Contracts** - each of the Specified Contracts, together with:
  - (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises other than any subject to an Exclusion unless and until the same is Satisfied;

- (b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person other than any subject to an Exclusion unless and until the same is Satisfied;
- (c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels) other than any subject to an Exclusion unless and until the same is Satisfied; and
- (d) any Hedging Arrangements,

including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them.

## 2. FLOATING CHARGE

The Company, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Bank by way of a first floating charge all of its undertaking and all its other property, assets and rights whatsoever, all the stock in trade of it and the property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to Clause 3 (*Fixed Security*) of the Debenture, declaring that the Company's undertaking and assets, present or future, situated in Scotland and the rights to which are governed by the laws of Scotland, shall be charged by the floating charge hereby created.

### **N.B The Debenture also contains the following provisions:**

#### ***Conversion by Notice***

The Bank may by notice in writing at any time to the Company convert the floating charge created by the Company pursuant to Clause 4.1 of the Debenture with immediate effect into a fixed charge (either generally or specifically) as regards any assets of the Company specified in the notice (other than Scottish Assets) if:

- (a) the security constituted by the Debenture becomes enforceable; or
- (b) the Bank reasonably considers that any of the Security Assets (other than the Scottish Assets) may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process or that it is desirable to do so in order to protect or preserve the security constituted by the Debenture.

#### ***Automatic Conversion***

Notwithstanding Clause 4.3 (*Conversion by Notice*) of the Debenture and without prejudice to any law which may have a similar effect, each floating charge created by Clause 4.1 (*Creation of Floating Charge*) of the Debenture will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets (of the Company) subject to that floating charge (other than the Scottish Assets) if:

- (i) the Company creates or attempts to create any Security Interest over any of the Security Assets (except as expressly permitted by the terms of the Loan Agreement or the Debenture);
- (ii) any person levies or attempts to levy any distress, execution or other process against any of the Security Assets; or
- (iii) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Company.

***Negative Pledge***

The Company shall not create or extend or permit to arise or subsist any Security Interest (other than any Security Interest constituted by this Deed) over the whole or any part of the Security Assets, without the prior written consent of the Bank.

***Restriction on Disposals***

The Company shall not (or shall not agree to) sell, factor, discount, transfer, assign, lease or otherwise dispose of the whole or any part of the Security Assets (whether in a single transaction or in a series of transactions whether related or not), except for any disposal in the ordinary course of trading (as conducted by the Company at the date of the Debenture) of any Security Asset which is subject only to the floating charge created by Clause 4.1 (*Creation of Floating Charge*) of the Debenture or except as expressly permitted by the terms of the Loan Agreement or the Debenture.

## **SCHEDULE OF DEFINITIONS AND INTERPRETATION**

1. All defined terms and expressions used herein shall, if not otherwise defined, have the following meanings and any terms not here defined shall have the meaning given to such term in the Debenture.

**"Accounts"** means the Realisation Account, the Debt Service Account and the Hotel Accounts;

**"Debt Service Account"** means an account (and such other account established for the same purpose) opened or to be opened and/or maintained with the Bank in England;

**"Exclusion"** a legal, valid and binding restriction in respect of any asset held by the Company which either precludes absolutely the creation of a Security Interest over that asset or requires the prior consent of any third party to the creation of a Security Interest over that asset, breach of which restriction would materially impair or destroy property or other rights of the Company in relation to or in connection with that asset;

**"Expenses"** means all costs (including legal fees), charges, expenses and damages properly sustained or incurred by the Bank or any Receiver or Delegate (as such terms are defined in the Debenture) at any time in connection with the Security Assets or the Secured Liabilities or in taking, holding or perfecting the Debenture or in protecting, preserving, defending or enforcing the security constituted by the Debenture and/or in exercising any rights, powers or remedies provided by or pursuant to the Debenture (including any right or power to make payments on behalf of the Company under the terms of the Debenture) or by law in each case on a full indemnity basis;

**"Hedging Arrangements"** any interest rate hedging agreement (including, for the avoidance of doubt, the schedule thereto) dated on or about the date of the Debenture and made between the Company and the Bank comprised of a Master Agreement (Multi-currency Cross Border) (1992 Edition) published by the International Swaps and Derivatives Association, Inc. and any confirmation in relation thereto;

**"Hotel Accounts"** means the Hotel Account under and as defined in the Non Disturbance and Attornment Agreement (as such term is defined in the Debenture);

**"Insurances"**: all of the contracts and policies of insurance or assurance (including, without limitation, life policies and the proceeds of them) from time to time taken out by or for the benefit of the Company or in which the Company from time to time has an interest, together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy;

**"Intellectual Property"** means, to the extent that such rights are vested in the Company:

- (a) all patents, trademarks, service marks, design rights and all other registered or unregistered intellectual property rights;
- (b) any applications for intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from intellectual property rights, including royalties, fees, profit sharing agreements and income from licences;



- (c) all copyrights (including rights in software), source codes, brand names and other similar intellectual property rights;
- (d) all know-how, confidential information and trade secrets; and
- (e) all physical material in which any intellectual property might be incorporated;

**“Loan Agreement”** means the inter-company loan agreement dated on or about the date hereof and entered into between the Bank and the Company;

**“Mortgaged Property”** means any freehold, commonhold or (in Scotland) heritable, or leasehold property the subject of the security constituted by the Debenture or a Standard Security and references to any **“Mortgaged Property”** shall include references to the whole or any part or parts of it;

**“Premises”** means all buildings and erections from time to time situated on or forming part of any Mortgaged Property;

**“Realisation Account”** an interest bearing blocked deposit account opened or to be opened by the Company with the Bank on or before the date of the Debenture and/or (where the context permits) any account from time to time substituted for or additional to the same (including in each case such account as redesignated and/or renumbered from time to time);

**“Related Rights”** means in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise;

**“Satisfied”** in relation to an Exclusion, the legal, valid and binding satisfaction or removal of that Exclusion as a result of the granting of consent by, or the agreement of, all relevant third parties;

**“Scottish Assets”** means such of the undertaking, property and assets present and future of the Company which is from time to time located in Scotland and such contractual and other rights and other incorporeal moveable property present and future of the Company which is governed by the law of Scotland or over which the creation or enforcement of any security is governed by the law of Scotland;

**“Securities”** all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of the Company including, without limitation, any of the same specified in Schedule 3 (*Specified Securities*) of the Debenture (appended hereto as Schedule 1), together with all property and rights of the Company in respect of any account held by or for the Company as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere;

**“Security Assets”** means all the assets of the Company which from time to time are the subject of any security created or expressed to be created in favour of the Bank by or

pursuant to the Debenture including, for the avoidance of doubt, any assets subject to an Exclusion;

**“Security Interest”** any mortgage, charge (fixed or floating), pledge, lien, assignment or hypothecation or any other type of preferential right or arrangement (including set-off, title transfer, title retention and trust arrangements), the economic or commercial effect of which is, in the reasonable opinion of the Bank, similar to conferring security;

**“Specified Contracts”** means each of the contracts specified in 4 (*Specified Contracts*) of the Debenture and each agreement in the future in force for the sale or other disposal or realisation of any Mortgaged Property by the Company including a sale by the grant of a lease at a premium; and

**“Standard Security”** means each and any Standard Security granted over a Scottish Property in substantially the form of Schedule 6 of the Debenture and **“Standard Securities”** shall be construed accordingly.

**Schedule 1**  
**Specified Securities**

<b>Name of Obligor</b>	<b>Details of company in which shares are held</b>	<b>Number of shares</b>	<b>Description of shares (class, par value etc)</b>	<b>Share certificate number(s)</b>
Fawkes Investments Limited	Condor Overseas Holdings Limited	502	Ordinary £1.00	14
Condor Overseas Holdings Limited	Wentworth Portfolio Company A Limited	10	Ordinary £1.00	1
Condor Overseas Holdings Limited	Wentworth Portfolio Company B Limited	10	Ordinary £1.00	1
Condor Overseas Holdings Limited	Wentworth Portfolio Company C Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company A Limited	Wentworth Propco 1 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company A Limited	Wentworth Propco 2 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company A Limited	Wentworth Propco 3 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company A Limited	Wentworth Propco 4 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company A Limited	Wentworth Propco 5 Limited	10	Ordinary £1.00	1

Name of Obligor	Details of company in which shares are held	Number of shares	Description of shares (class, par value etc)	Share certificate number(s)
Wentworth Portfolio Company A Limited	Wentworth Propco 6 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company A Limited	Wentworth Propco 7 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company A Limited	Wentworth Propco 8 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company A Limited	Wentworth Propco 9 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company A Limited	Wentworth Propco 10 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company A Limited	Wentworth Propco 11 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company A Limited	Wentworth Propco 12 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company A Limited	Wentworth Propco 13 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company A Limited	Wentworth Propco 14 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company A Limited	Wentworth Propco 15 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company A Limited	Wentworth Propco 16 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company A Limited	Wentworth Propco 17	10	Ordinary £1.00	1

Name of Obligor	Details of company in which shares are held	Number of shares	Description of shares (class, par value etc)	Share certificate number(s)
	Limited			
Wentworth Portfolio Company A Limited	Wentworth Propco 18 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company A Limited	Wentworth Propco 19 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company B Limited	Wentworth Propco 20 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company B Limited	Wentworth Propco 21 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company B Limited	Wentworth Propco 22 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company B Limited	Wentworth Propco 23 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company B Limited	Wentworth Propco 24 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company B Limited	Wentworth Propco 25 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company B Limited	Wentworth Propco 26 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company B Limited	Wentworth Propco 27 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company B Limited	Wentworth Propco 28 Limited	10	Ordinary £1.00	1

Name of Obligor	Details of company in which shares are held	Number of shares	Description of shares (class, par value etc)	Share certificate number(s)
Wentworth Portfolio Company B Limited	Wentworth Propco 29 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company B Limited	Wentworth Propco 30 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company B Limited	Wentworth Propco 31 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company B Limited	Wentworth Propco 32 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company B Limited	Wentworth Propco 33 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company B Limited	Wentworth Propco 34 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company B Limited	Wentworth Propco 35 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company B Limited	Wentworth Propco 36 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company B Limited	Wentworth Propco 37 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company C Limited	Wentworth Propco 38 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company C Limited	Wentworth Propco 39 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company C Limited	Wentworth Propco 40	10	Ordinary £1.00	1

Name of Obligor	Details of company in which shares are held	Number of shares	Description of shares (class, par value etc)	Share certificate number(s)
	Limited			
Wentworth Portfolio Company C Limited	Wentworth Propco 41 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company C Limited	Wentworth Propco 42 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company C Limited	Wentworth Propco 43 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company C Limited	Wentworth Propco 44 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company C Limited	Wentworth Propco 45 Limited	10	Ordinary £1.00	1
Wentworth Portfolio Company C Limited	Wentworth Propco 46 Limited	10	Ordinary £1.00	1

## Schedule 2

### Real Property

#### Part 1 - Registered Land in England and Wales

Full Description of Property	Title Number	Registered Legal Owner
London Heathrow Marriott, 120 to 138 (even), Bath Road, Heathrow	NGL522850	Wentworth Propco 9 Limited
London Kensington Marriott 147c Cromwell Road, London SW5 0TH which comprises the two rafts (including the supports and foundations thereof) constructed at street level over the District Line between Cromwell Road and Knaresborough Place and to the west of Knaresborough Place (the "Rafts") together with the deck of the bridge (excluding any bridge supports and foundations) which carries Knaresborough Place over the railway and the buildings and other erections on the Rafts and the said bridge deck	BGL36616	Wentworth Propco 7 Limited
Birmingham Marriott 12 Hagley Road, Birmingham B16 8SJ	WM333223	Wentworth Propco 2 Limited
Bournemouth Marriott Highcliff Land and buildings comprising the Marriott Hotel, 105 St Michael's Road, Bournemouth	DT118960, DT164340, DT164341, DT147340, DT163669 & DT330566	Wentworth Propco 3 Limited
Cardiff Marriott Hotel, Mill Lane, Cardiff CF10 1EZ	WA586759 and CYM72738	Wentworth Propco 4 Limited
Liverpool Marriott City Centre 1 Queen Square, Liverpool, L1 1RH	MS429070 (hotel) and MS430439 (car parking)	Wentworth Propco 8 Limited
Manchester Airport Marriott Marriott Manchester Airport, Hale Road, Altrincham	GM870009, GM870010 and GM870011	Wentworth Propco 10 Limited



Newcastle Marriott Gosforth Park Gosforth Park Hotel, Gosforth, Newcastle upon Tyne, NE3 5HN	TY237356	Wentworth Propco 6 Limited
Newcastle Marriott MetroCentre Metro Centre, Dunston, Gateshead, Tyne & Wear	TY388297	Wentworth Propco 11 Limited
Peterborough Marriott Peterborough Marriott Hotel, Peterborough Business Park, Lynch Wood, Peterborough, PE2 0GE	CB107249	Wentworth Propco 12 Limited
Sheffield Marriott	SYK192545	Wentworth Propco 14 Limited
Sunderland Marriott	TY268446	Wentworth Propco 15 Limited
Waltham Abbey Marriott	EX330081, EX747696 and EX551575	Wentworth Propco 18 Limited
York Marriott Tadcaster Road, York, Y024 1QQ	NYK114405	Wentworth Propco 19 Limited
London Marriott County Hall Riverside Building Belvedere Road London SE1 7PB	TGL122463 and TGL135415	Wentworth Propco 23 Limited
London Marriott Hotel Maida Vale Plaza Parade, Maida Vale, London NW6 5RP	NGL622120	Wentworth Propco 30 Limited
London Marriott Marble Arch 134 George Street London W1 5DN	NGL299670 together with all the right title and interest of the registered proprietor in an unregistered parcel of land more particularly referred to in a statutory declaration of Fernando Sousa dated 25 <sup>th</sup> November 2005	Wentworth Propco 31 Limited
London Marriott Regents Park Marriott Regents Park 128 King Henry Road London NW3 3ST	NGL240940	Wentworth Propco 34 Limited
Bexleyheath Marriott Hotel, 1 Broadway, Bexleyheath, Kent	SGL659785	Wentworth Propco 20 Limited

DA6 7JZ		
Bristol Marriott City Centre Land and buildings on the east side of Lower Castle Street, Bristol and land and buildings on the west side of Bond Street, Bristol	AV35733 and AV93227	Wentworth Propco 21 Limited
Bristol Marriott Royal The Royal Hotel, College Green, Bristol together with land on the north side of Anchor Road and the car park beneath 2 Trinity Street	AV57702, AV224902, AV54624 and AV205376	Wentworth Propco 22 Limited
Renaissance Derby Nottingham Mansfield Road, South Normanton, Bolsover, Derbyshire	DY296930	Wentworth Propco 35 Limited
Durham Marriott Royal County Old Elvet, City of Durham, DH1 3JN comprising: (a) Royal County Hotel, 56 – 59 Elvet, City of Durham (DU172617) (b) Land lying on the south side of Elvet, Waterside, Durham (DU194445) (c) Land adjoining Royal County Hotel, Old Elvet, City of Durham (DU193026)	DU194445, DU172617, DU193026	Wentworth Propco 24 Limited
Grantham Marriott Land on the north east side of Swingbridge Road, Grantham known as Swingbridge Hotel, Swingbridge Road, Grantham, NG31 7XT	LL79605	Wentworth Propco 26 Limited
Leeds Marriott Hotel 4 Trevelyan Square Boar Lane Leeds West Yorkshire	WYK553151	Wentworth Propco 29 Limited
Northampton Marriott Eagle Drive, Northampton, NN4 7HW	NN133140 and NN147305	Wentworth Propco 32 Limited
Preston Marriott Hotel The Marriott Hotel 418 Garstang Road Broughton Preston PR3 5JB	LA422514	Wentworth Propco 33 Limited

Slough/Windsor Marriott Marriott Slough/Windsor Hotel Ditton Road Slough Berks SL3 8PT	BK323970	Wentworth Propco 37 Limited
Renaissance Solihull Renaissance Solihull Hotel Warwick Road Solihull B91 1AT	WM543135	Wentworth Propco 36 Limited
Breadsall Priory Marriott Hotel and Country Club Marriott Breadsall Priory Moor Road Morley Derby DE7 6DL comprising: a) Land on the south side of Morley Lane Breadsall Erewash Derbyshire (DY162753) b) Land lying to the north west of Moor Road Breadsall Erewash Derbyshire (DY162754) c) Land on the north side of Morley Lane Breadsall Erewash Derbyshire (DY161691) d) Land on the south side of Moor Lane Morley Moor Breadsall Erewash Derbyshire (DY160917) e) Land lying to the south of Moor Lane Breadsall Moor Breadsall Erewash Derbyshire (DY126443)	DY162753, DY162754, DY161691, DY160917 DY126443	Wentworth Propco 38 Limited
Forest of Arden Marriott Hotel and Country Club	WYK396913	Wentworth Propco 40 Limited
Hollins Hall Marriott Hotel and Country Club	WYK226361, WYK468415, WYK603225, WYK707562 WYK603232Leasehold – WYK603227	Wentworth Propco 41 Limited
Meon Valley Marriott Hotel and Country Club	HP398663, HP492365 and HP659834	Wentworth Propco 42 Limited
Marriott Sprowston Manor Hotel Golf and Country Club Wroxham Road. Sprowston, Norwich	NK196507, NK96167, NK283668, NK293175	Wentworth Propco 44 Limited
Marriott St. Pierre Golf and Country Club	CYM168722, WA504174 and CYM223823	Wentworth Propco 43 Limited

<p>St Pierre Golf and Country Club, Chepstow, NP16 6YA comprising:</p> <p>1) St Pierre Golf and Country Club (CYM168722)</p> <p>2) Pill Cottage, St Pierre, Chepstow (WA504174)</p> <p>3) Land lying to the west of St Pierre Park, Heygate, Chepstow (CYM223823)</p>		
<p>Marriott Tudor Park Hotel and Country Club</p>	<p>K444134</p>	<p>Wentworth Propco 45 Limited</p>

## Part 2 - The Scottish Property

Full Description of Property	Title Number	Registered Legal Owner
Aberdeen Marriott ALL and WHOLE the subjects at Overton Circle, Dyce, Aberdeen AB21 7AZ, registered in the Land Register of Scotland under Title Number ABN54509 (being the tenant's interest in the said subjects).	ABN84569	Wentworth Propco 1 Limited
Edinburgh Marriott ALL and WHOLE the subjects at 111 Glasgow Road, Edinburgh EH12 8NF, registered in the Land Register of Scotland under Title Number MID86683 (being the tenant's interest in the said subjects).	MID86683	Wentworth Propco 5 Limited
Glasgow Marriott ALL and WHOLE the subjects at 500 Argyle Street, Glasgow G3 8RR registered in the Land Register of Scotland under Title Number GLA66270 (being the tenant's interest in the said subjects).	GLA66270	Wentworth Propco 25 Limited
Inverness Marriott ALL and WHOLE the subjects at Damfield Road, Inverness IV2 3LP and registered in the Land Register of Scotland under Title Numbers INV14452 and INV14453.	INV14452 and INV14453	Wentworth Propco 28 Limited
Dalmahoy Marriott Hotel and Country Club ALL and WHOLE the subjects at Marriott Dalmahoy Hotel & Country Club, Kirknewton, Midlothian EH27 8EB registered in the Land Register of Scotland (In the First Place) under Title Number MID87484 and (In the Second Place) under Title Number MID87133 (being the tenant's	MID87484 and MID87133	Wentworth Propco 39 Limited

interest in both the said subjects).		
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### Part 3 - Exclusions

Property	Title Number	Registered Legal Owner
Portsmouth Marriott	HP157070	Wentworth Propco 13 Limited
Swansea Marriott Hotel, Maritime Quarter, Swansea, South Wales SA1 3SS	WA531967	Wentworth Propco 16 Limited
Swindon Marriott Hotel Pipers Way, Swindon	WT85398 and WT115687	Wentworth Propco 17 Limited
Huntingdon Marriott	CB191308	Wentworth Propco 27 Limited
Worsley Park Marriott Hotel and Country Club, Leigh Road, Worsley, Greater Manchester.	GM827751	Wentworth Propco 46 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. FC026306

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 21st APRIL 2006 AND CREATED BY WENTWORTH PROPCO 18 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND plc 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 5th MAY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th MAY 2006.

*LC Angelo.*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES