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CHFP025

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

*insert full name
of Company

COMPANIES FORM No. 395

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

FC026325

Name of company

* Wentworth Portfolio Company A Limited

Date of creation of the charge

30 March 2007

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

Security Agreement dated 30 March 2007 between the Royal Bank of Scotland PLC as Security Agent and the chargors listed in Schedule 1 below (the "Chargors") (the "Security Agreement")

Amount secured by the mortgage or charge

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 Chargor to any Secured Party under each Secured Document to which that Chargor is a party, except for any obligation which, if it were so included, would result in the Security Agreement or any other Finance Document contravening Section 151 of the Companies Act 1985 (the "Secured Liabilities")

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

THE ROYAL BANK OF SCOTLAND PLC as agent and trustee for the Secured Parties (the "Security Agent") of 135 Bishopsgate, London

Postcode EC2M 3UR

Presentor's name address and
reference (if any)

Allen & Overy LLP
One Bishops Square
London
ICP/SARB/JJOK/11398-02562
BK 6199790 1

E1 6AO

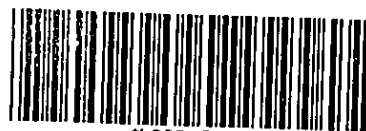
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



LD3

"L9824OOK"

13/04/2007

COMPANIES HOUSE

3

please see continuation sheets

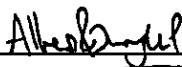
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*Please complete
legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 13 April 2007

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [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 must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

1. SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1.1 General

(a) All the security created under the Security Agreement

- (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) (except in respect of the Scottish General Property) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

(b) If the rights of a Chargor under a document cannot be secured without the consent of a party to that document

- (i) that Chargor must notify the Security Agent promptly upon becoming aware of the same,
- (ii) this Security will secure all amounts which that Chargor may receive, or has received, under that document but exclude the document itself, and
- (iii) unless the Security Agent otherwise requires, that Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Security Agreement

(c) The Security Agent holds the benefit of the Security Agreement on trust for the Secured Parties

1.2 Land

(a) Subject to Subclause 1.1 (Scottish General Property) below, each Chargor charges

- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it, this includes the real property (if any) specified opposite its name in the second and third columns of the table set out in Part 1 (Real Property) of Schedule 2 (Security Assets), and
- (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property

(b) A reference in this Subclause to a mortgage or charge of any freehold or leasehold property includes

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property in each case belonging to the relevant Chargor, and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants

1.3 Investments

- (a) Subject to Clause 1 11 (Scottish General Property) below, each Chargor charges
- (i) by way of a first legal mortgage all shares in any member of the Group owned by it or held by any nominee on its behalf, this includes the shares (if any) specified opposite its name in Part 5 of Schedule 2 (Security Assets) under the heading **Group Shares**, and
 - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf
- (b) A reference in this Subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes
- (i) any dividend or interest paid or payable in relation to it, and
 - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

1.4 Plant and machinery

Subject to Clause 1 11 (Scottish General Property) below, each Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest (if any) in any plant or machinery in its possession other than plant and machinery located on, or attached to, the Scottish General Property

1.5 Restricted credit balances

Subject to Clause 1 11 (Scottish General Property) below, each Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Restricted Account and the debt represented by it

1.6 Insurances

Subject to Clause 1 11 (Scottish General Property) below, each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or (to the extent of its interest) in which it has an interest

1.7 Other contracts

- (a) Subject to paragraph (b) and Subclause 1 11 (Scottish General Property) below, each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, (to the extent it can lawfully assign the same) all of its rights in respect of
- (i) any agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause, this includes the agreements (if any) specified in Part 3 of Schedule 2 (Security Assets) under the heading **Relevant Contracts** and any Luxco Call Option to which it is a party,
 - (ii) any letter of credit issued in its favour, and

- (iii) any bill of exchange or other negotiable instrument held by it
- (b) Paragraph (a)(i) above will not apply to an Acquisition Document other than the Acquisition Documents listed in Part 3 (Relevant Contracts) of Schedule 2 (Security Assets) under the heading "Target Acquisition Documents"

1.8 Intellectual property

Subject to Clause 1.11 (Scottish General Property) below, each Chargor charges by way of a first fixed charge, all of its rights in respect of

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right, this includes the patents and trademarks (if any) specified in Part 2 of Schedule 2 (Security Assets) opposite its name under the heading **Specific Intellectual Property Rights**,
- (b) any copyright or other intellectual property monopoly right, or
- (c) any interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same

1.9 Miscellaneous

Subject to Clause 1.11 (Scottish General Property) below, each Chargor charges by way of first fixed charge

- (a) its goodwill,
- (b) (to the extent it is lawfully able to charge the same) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset,
- (c) (to the extent it is lawfully able to charge the same) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (b) above, and
- (d) its uncalled capital

1.10 Floating charge

- (a) Each Chargor charges (to the extent it can lawfully do so) by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause and the Scottish General Property
- (b) Except as provided below, the Security Agent may (to the extent permitted by applicable law) by notice to a Chargor convert the floating charge created by that Chargor under this Subclause into a fixed charge as regards any of that Chargor's assets that are subject only to an uncrystallised floating charge under the Security Agreement (other than in respect of the Scottish General Property where it shall crystallise in accordance with the laws of Scotland) specified in that notice, if
 - (i) an Event of Default is outstanding, or
 - (ii) the Security Agent reasonably considers those assets specified in such notice to be in jeopardy or 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) The floating charge created by this Subclause 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 the Insolvency Act 2000
- (d) The floating charge created by this Subclause will automatically convert into a fixed charge over all of a Chargor's assets if an administrator is appointed in respect of that Chargor or the Security Agent receives notice of an intention to appoint an administrator in respect of that Chargor (in each case to the extent permitted by law in the relevant jurisdiction for such Security Asset)
- (e) The floating charge created by this Subclause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

1.11 Scottish General Property

Notwithstanding anything in Subclauses 1.2 (Land) to 1.9 (Miscellaneous) (inclusive) above, none of the charges or assignments created by those Subclauses will apply, or extend to, or create a fixed charge (or its equivalent) over any of the Scottish General Property

1.12 Cross border recognition

All parties hereby agree that the provisions of Section 426 of the Insolvency Act 1986, the Cross Border Insolvency Regulations 2006/1030 and all other enactments/adoption of the UNCITRAL Model Law in relevant jurisdictions are applicable with respect to this floating charge, and that any appointed administrator (whether appointed by a court or by out-of-court procedure) in England and Wales or Scotland has full authority to deal with this matter within the U K and, subject to local laws, the British Virgin Islands

1.13 Negative Pledge

- (a) No Chargor may
 - (i) create or permit to subsist any Security Interest on any Security Asset, or
 - (ii) sell, transfer, licence, lease or otherwise dispose of any Security Asset,

except as expressly allowed or required under the Credit Agreement

1.14 Secured shares – related rights

- (a) Except as provided below, no Chargor may take or allow the taking of any action on its behalf which may result in the rights attaching to any of its Investments being altered or further shares being issued
- (b) Paragraph (a) above does not apply to any action taken in respect of the shares of Newco, the Target or the Leicester Target that is permitted in accordance with the Credit Agreement
- (c) Each Chargor must promptly pay all calls or other payments due and payable in respect of any of its Investments

- (d) If a Chargor fails to do so, the Security Agent may pay the calls or other payments on behalf of that Chargor. That Chargor must forthwith on request reimburse the Security Agent for any payment made by the Security Agent under this Subclause.
- (e) Each Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments.
- (f) The Security Agent is not obliged to
 - (i) perform any obligation of a Chargor,
 - (ii) make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor, or
 - (iii) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under the Security Agreement,in respect of any Investment.
- (g) Before this Security becomes enforceable
 - (i) the voting rights, powers and other rights in respect of the Investments must (if exercisable by the Security Agent) be exercised in any manner which the relevant Chargor may direct in writing, and
 - (ii) all dividends or other income paid or payable in relation to any Investments must be paid directly to the relevant Chargor.The relevant Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of the Investments on the express direction of the Chargor.
- (h) After this Security has become enforceable, the Security Agent may exercise (in the name of the relevant Chargor and without any further consent or authority on the part of the relevant Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

2. DEFINITIONS

In this form 395, the following definitions shall apply

Account means each General Account, the Deposit Account, the Debt Service Account, each FF&E Account, the Purchase Order Account, the Disposals Account, the Operating Account and the Overdraft Account, each as designated in the Credit Agreement

Account Bank means

- (a) The Royal Bank of Scotland PLC acting through its branch at 2½ Devonshire Square, London EC2M 4XJ,
- (b) National Westminster Bank plc acting through its City of London branch, or
- (c) such other bank appointed as Account Bank in accordance with the terms of this Agreement

Acquisition Documents means the Leicester Acquisition Documents and the Target Acquisition Documents

Arranger means the Royal Bank of Scotland PLC

Company means

- (a) prior to the merger of the Initial Company and Newco, the Initial Company, and
- (b) on and from the Merger Date, Newco

Credit Agreement means the £910,347,000 credit agreement dated 30 March 2007 between (among others) the Chargors and the Security Agent

Event of Default means an event specified as such in Clause 20 (Default) or Schedule 9 (Events of Default) of the Credit Agreement

Facility Agent means the Royal Bank of Scotland PLC

Finance Document means

- (a) The Credit Agreement,
- (b) any Security Document,
- (c) any Hedging Arrangement,
- (d) the Intercreditor Agreement,
- (e) a fee letter,
- (f) the Upside Fee Agreement,
- (g) a duty of care agreement entered into by The Hospitality Asset Management Company Limited or any other asset manager appointed by the Company in respect of a Property,
- (h) a resignation request in respect of an Chargor in its capacity as Guarantor under the Credit Agreement,
- (i) a transfer certificate in respect of the Credit Agreement,
- (j) the Syndication and Securitisation Letter,
- (k) an accession agreement in respect of the Credit Agreement, or
- (l) any other document designated as such by the Facility Agent and the Company

Finance Party means a lender under the Credit Agreement, any counterparty to the Hedging Arrangements, the Security Agent, the Facility Agent or the Arranger

Group means Holdco 1, Holdco 2, Holdco 3, Holdco 4, Holdco 5, Holdco 6, Lux Holdco and its Subsidiaries

Hedging Arrangement means any interest hedging arrangement entered into by the Company in connection with interest payable under the Credit Agreement

Holdco 1 means Prominent Services Limited, a company incorporated in the British Virgin Islands with registered number 1038082

Holdco 2 means Watsons Properties Limited, a company incorporated in the British Virgin Islands with registered number 659787

Holdco 3 means Penbrook Limited, a company incorporated in the British Virgin Islands with registered number 1378277

Holdco 4 means Manford Worldwide Investment Ltd, a company incorporated in the British Virgin Islands with registered number 1387013

Holdco 5 means Apollo Gold Ltd, a company incorporated in the British Virgin Islands with registered number 138284

Holdco 6 means Primerose Limited, a company incorporated in Cyprus with registered number HE180556

Holdco (BVI) Share Security Agreement means a security agreement in the agreed form creating a Security Interest over the entire issued share capital in Holdco 1 and/or Holdco 2 and/or Holdco 3 and/or Holdco 4 and/or Holdco 5, as applicable

Holdco (Cyprus) Share Security Agreement means a security agreement in the agreed form creating a Security Interest over the entire issued share capital in Holdco 6

Hotel means the hotel business carried on at a Property

Initial Company means Fawkes Investments Limited (a company incorporated in the British Virgin Islands with registered number 1018587)

Intercreditor Agreement means the intercreditor agreement dated 30 March 2007 between, amongst others, the Chargors and the Finance Parties regulating, amongst other things, the relationship between the Credit Agreement and the Working Capital Facility

Investments means the existing or future interest of the Chargors in

- (a) the entire issued share capital of each of the Chargors,
- (b) any stocks, shares, bonds or any form of loan or other capital of or in any legal entity, or
- (c) any warrant or other right to acquire any such investment,

together with all related stocks, shares and other securities offered by way of redemption, bonus, preference or option or otherwise and any related income, offer, right or benefit and, to the extent not otherwise charged by the Security Documents, any income, offer, right or benefit in respect of any such investment

I.P. Assignments means

- (a) an assignment dated 21 April 2006 between Whitbread Group Plc and Wentworth Propco 8 Limited for the assignment of the trade mark VIVACITY,
- (b) an assignment dated 21 April 2006 between Whitbread Group Plc and Wentworth Propco 23 Limited for the assignment of the trade mark THE CLUB AT COUNTY HALL, and

- (c) an assignment of unregistered intellectual property used exclusively at the Hotels dated 21 April 2006 between the relevant assignors listed in Schedule 2 of that assignment and each relevant Guarantor that owns a Property as assignee

Leicester Acquisition Documents means

- (a) the Leicester Share Purchase Agreement, and
- (b) the deed of tax covenant dated 21 April 2006 between Whitbread Group PLC, Whitbread Hotel Company Limited and the Initial Company

Leicester Share Purchase Agreement means the share purchase agreement dated 21 April 2006 between Whitbread Group PLC, Whitbread Hotel Company Limited and the Initial Company relating to the sale and purchase of shares in the Leicester Target

Leicester Target means Wentworth Propco 47 Limited (formerly known as Whitbread Hotel (Leicester) Limited) (registered in England and Wales with company number 05374151)

Lux Holdco means Blackheath Holdings S à r l

Luxco means Greenwich Investments S à r l

Luxco Call Option means a call option to acquire a Property in the agreed form granted by the Obligor that is the owner of that Property in favour of Luxco that is expressly envisaged in accordance with the procedures set out in the PWC Part 1 Paper

Luxembourg Account Pledge means each account pledge agreement in the agreed form entered into by Luxco and Lux Holdco creating a Security Interest over bank accounts of Luxco or Lux Holdco that are maintained in Luxembourg

Luxembourg Share Pledge means a share pledge in the agreed form over the shares in a Chargor that is incorporated under the laws of Luxembourg in favour of the Security Agent

Newco means Professional Ventures Corporation (a company incorporated in the British Virgin Islands with registered number 1038083)

Property means each property listed in Schedule 3 (Properties) as more particularly described in a Security Document and, where the context so requires, includes the buildings on that Property

Restricted Account means, in respect of a Chargor, each account listed in Part 4 of Schedule 2 (Security Assets) under its name under the heading **Restricted Account** and includes

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Restricted Account is transferred, and
- (b) any account which is a successor to a Restricted Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Restricted Account is transferred for investment or administrative purposes

Secured Document means each Finance Document and the Working Capital Facility

Secured Parties means the Finance Parties, the Working Capital Lender and The Royal Bank of Scotland PLC in its capacity as fee bank under the Upside Fee Agreement

Security Agreement means a security agreement in the agreed form including but not limited to full fixed and floating security over the assets of each Chargor, a legal mortgage over the entire issued share capital of each Chargor (other than Holdco 1, Holdco 2, Holdco 3, Holdco 4, Holdco 5, Holdco 6, Lux Holdco and Luxco), a first legal mortgage over the Properties located in England and Wales, a fixed charge over the Accounts of the Company and each insurance policy in connection with a Property or Hotel, an assignment by way of security of the rights under certain relevant contracts, the Hedging Arrangements and each IP Assignment

Security Assets means all assets of each Chargor the subject of any security created by the Security Agreement, or pursuant to any provision of the Security Agreement

Security Document means

- (a) each Security Agreement,
- (b) each Standard Security,
- (c) each Luxembourg Share Pledge,
- (d) any supplemental security agreement,
- (e) each Holdco (BVI) Share Security Agreement,
- (f) the Holdco (Cyprus) Share Security Agreement,
- (g) each Luxembourg Account Pledge,
- (h) any other document evidencing or creating security over any asset to secure any obligation of any Chargor to a Finance Party under the Finance Documents, or
- (i) any other document designated as such by the Security Agent and the Company

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

Scottish General Property means such of the undertaking, property and assets, present and future, of each Chargor (including, without limitation, the Scottish Real Estate) which is from time to time located in Scotland and such contractual or other rights and other incorporeal moveable property, present and future, of each Chargor which is governed by the laws of Scotland or over which the creation or enforcement of any security is governed by the laws of Scotland

Standard Security means a standard security in the agreed form entered into or to be entered into by a Chargor in favour of the Security Agent in respect of each Property located in Scotland owned by that Chargor

Subsidiary means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital or similar right of ownership and **control** for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise

Target Acquisition Documents means

- (a) the Target Sale and Purchase Agreement,

- (b) the disclosure letter dated 21 April 2006 addressed to the Initial Company from, amongst others, Whitbread Group PLC,
- (c) the deed of tax covenant dated 21 April 2006 between, amongst others, the Initial Company and Whitbread Group PLC, and
- (d) the IP Assignments

Target means Fawkes Holdings Limited (previously known as Condor Overseas Holdings Limited) (a company incorporated in the British Virgin Islands with registered number 646146, and with a place of business registered in England and Wales with company number FC025934)

Target Sale and Purchase Agreement means the share purchase agreement dated 21 April 2006 between the Initial Company and Whitbread Group PLC (amongst others) relating to the sale and purchase of shares in the Target

Upside Fee Agreement means the upside fee agreement in the agreed form dated 30 March 2007 between (among others) Holdco 1, Holdco 2, Holdco 3, Holdco 4 and Holdco 5 and The Royal Bank of Scotland PLC as fee bank

Working Capital Facility means the £16,000,000 working capital facility dated 26 April 2006 provided by the Working Capital Lender to the Initial Company as amended and restated on 30 march 2007

Working Capital Lender means The Royal Bank of Scotland PLC

SCHEDULE 1**CHARGORS**

Name of Chargor	Registration number (or equivalent, if any)
Prominent Services Limited	1038082
Watsons Properties Limited	659787
Penbrook Limited	1378277
Manford Worldwide Investment Limited	1387013
Apollo Gold Limited	138284
Primerose Limited	HE 180556
Blackheath Holdings S à r l	B 119330
Greenwich Investments S à r l	B 119665
Fawkes Investments Limited	1018587
Professional Ventures Corporation	1038083
Fawkes Holdings Limited (previously known as Condor Overseas Holdings Limited)	1064260/FC025934
Wentworth Portfolio Company A Limited	1064141/FC026325
Wentworth Portfolio Company B Limited	1064143/FC026326
Wentworth Portfolio Company C Limited	1064149/FC026327
Wentworth Propco 1 Limited	1064146/FC026279
Wentworth Propco 2 Limited	1064152/FC026280
Wentworth Propco 3 Limited	1064151/FC026281
Wentworth Propco 4 Limited	1064198/FC026282
Wentworth Propco 5 Limited	1064155/FC026283
Wentworth Propco 6 Limited	1064199/FC026284
Wentworth Propco 7 Limited	1064200/FC026285
Wentworth Propco 8 Limited	1064089/FC026287
Wentworth Propco 9 Limited	1064201/FC026288
Wentworth Propco 10 Limited	1064090/FC026289

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Wentworth Propco 11 Limited	1064115/FC026286
Wentworth Propco 12 Limited	1064186/FC026291
Wentworth Propco 13 Limited	1064188/FC026292
Wentworth Propco 14 Limited	1064189/FC026294
Wentworth Propco 15 Limited	1064088/FC026298
Wentworth Propco 16 Limited	1064190/FC026299
Wentworth Propco 17 Limited	1064192/FC026305
Wentworth Propco 18 Limited	1064191/FC026306
Wentworth Propco 19 Limited	1064193/FC026307
Wentworth Propco 20 Limited	1064194/FC026308
Wentworth Propco 21 Limited	1064157/FC026290
Wentworth Propco 22 Limited	1064159/FC026293
Wentworth Propco 23 Limited	1064163/FC026295
Wentworth Propco 24 Limited	1064166/FC026296
Wentworth Propco 25 Limited	1064173/FC026297
Wentworth Propco 26 Limited	1064167/FC026300
Wentworth Propco 27 Limited	1064168/FC026301
Wentworth Propco 28 Limited	1064170/FC026302
Wentworth Propco 29 Limited	1064171/FC026303
Wentworth Propco 30 Limited	1064175/FC026304
Wentworth Propco 31 Limited	1064176/FC026309
Wentworth Propco 32 Limited	1064205/FC026310
Wentworth Propco 33 Limited	1064206/FC026311
Wentworth Propco 34 Limited	1064207/FC026312
Wentworth Propco 35 Limited	1064208/FC026313
Wentworth Propco 36 Limited	1064118/FC026314
Wentworth Propco 37 Limited	1064116/FC026315

Form 395 Continuation Sheet

Wentworth Propco 38 Limited	1064122/FC026316
Wentworth Propco 39 Limited	1064119/FC026317
Wentworth Propco 40 Limited	1064124/FC026318
Wentworth Propco 41 Limited	1064126/FC026319
Wentworth Propco 42 Limited	1064129/FC026320
Wentworth Propco 43 Limited	1064127/FC026321
Wentworth Propco 44 Limited	1064133FC026322
Wentworth Propco 45 Limited	1064131/FC026323
Wentworth Propco 46 Limited	1064135/FC026324
Wentworth Propco 47 Limited	05374151

SCHEDULE 2**SECURITY ASSETS****PART 1****REAL PROPERTY**

Chargor	Details of Property	Title Number
Wentworth Propco 2 Limited	All that leasehold land known as Marriott Birmingham, 12 Hagley Road, Five Ways, Birmingham B16 8SJ	WM333223
Wentworth Propco 3 Limited	All that freehold land known as Marriott Bournemouth, 105 St Michael's Road, Bournemouth	DT164341 DT118960 DT164340 DT147340 DT163669 DT330566
Wentworth Propco 4 Limited	All that leasehold land known as Marriott Cardiff, Mill Lane, Cardiff CF10 1EZ	WA586759 CYM72738
Wentworth Propco 6 Limited	All that freehold land known as Marriott Gosforth Park, Gosforth Park Hotel, Gosforth, Newcastle upon Tyne NE3 5HN	TY237356
Wentworth Propco 7 Limited	All that leasehold land known as Marriott Kensington, 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 (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 8 Limited	All that leasehold land known as Marriott Liverpool City Centre, 1 Queen Square, Liverpool L1 1RH	MS429070 MS430439

Chargor	Details of Property	Title Number
Wentworth Propco 9 Limited	All that freehold land known as Marriott London Heathrow, 120-138 (even) Bath Road, Heathrow	NGL522850
Wentworth Propco 10 Limited	All that freehold land known as Marriott Manchester Airport, Hale Road, Altrincham	GM870009 GM870010 GM870011
Wentworth Propco 11 Limited	All that leasehold land known as Marriott Newcastle Metro Centre, Metro Centre, Dunston, Gateshead, Tyne & Wear	TY388297
Wentworth Propco 12 Limited	All that freehold land known as Marriott Peterborough, Peterborough Business Park, Lynch Wood, Peterborough PE2 0GE	CB107249
Wentworth Propco 13 Limited	All that leasehold land known as Marriott Portsmouth, North Harbour, Southampton Road, Portsmouth	HP157070
Wentworth Propco 14 Limited	All that freehold land known as Marriott Sheffield, Fenwood Road, Sheffield	SYK192545
Wentworth Propco 15 Limited	All that freehold land known as Marriott Sunderland, Queens Parade, Seaburn, Sunderland	TY268446
Wentworth Propco 16 Limited	All that leasehold land known as Marriott Swansea, Maritime Quarter	WA531967
Wentworth Propco 17 Limited	All that leasehold land known as Marriott Swindon, Pipers Way Swindon	WT85398 WT115687
Wentworth Propco 18 Limited	All that leasehold land known as Marriott Waltham Abbey, Old Shire Lane, Waltham Abbey, Essex	EX330081 EX551575 EX747696
Wentworth Propco 19 Limited	All that freehold land known as Marriott York, Tadcaster Road, York YO24 1QQ	NYK114405

Chargor	Details of Property	Title Number
Wentworth Propco 20 Limited	All that leasehold land known as Marriott Bexleyheath, 1 Broadway, Bexleyheath, Kent DA6 7JZ	SGL659785
Wentworth Propco 21 Limited	All that leasehold land known as Marriott Bristol City, Lower Castle Street (east side), Bristol and Bond Street (west side), Bristol	AV35733 AV93227
Wentworth Propco 22 Limited	All that freehold and leasehold land known as Marriott Bristol Royal, College Green, Bristol, Anchor Road (north side), Bristol, and 2 Trinity Street (car park beneath), Bristol	AV57702 AV54624 AV224902 AV205376
Wentworth Propco 23 Limited	All that leasehold land known as Marriott County Hall, London County Hall Riverside Building, Belvedere Road, London SE1 7PB	TGL122463 TGL135415 Unregistered Car Park Licence
Wentworth Propco 24 Limited	All that freehold land known as Marriott Durham Royal County, Old Elvet, City of Durham DH1 3JN comprising (a) Royal County Hotel, 56-59 Elvet, City of Durham (b) Land lying on the south side of Elvet, Waterside, Durham (c) Land adjoining Royal County Hotel, Old Elvet, City of Durham	DU193026 DU172617 DU194445
Wentworth Propco 26 Limited	All that freehold land known as Marriott Grantham, Swingbridge Road (north east side), Grantham known as Swingbridge Hotel, Swingbridge Road, Grantham NG31 7XT	LL79605
Wentworth Propco 27 Limited	All that leasehold land known as Marriott Huntingdon, Kingfisher Way, Huntingdon	CB191308

Chargor	Details of Property	Title Number
Wentworth Propco 29 Limited	All that leasehold land known as Marriott Leeds, 4 Trevelyan Square, Boar Land, Leeds, West Yorkshire	WYK553151
Wentworth Propco 30 Limited	All that freehold land known as Marriott Maida Vale, Plaza Parade, Maida Vale, London NW6 5RP	NGL622120
Wentworth Propco 31 Limited	All that leasehold land known as Marriott Marble Arch, 134 George Street, London W1 5DN	NGL299670 and NGL135810
Wentworth Propco 32 Limited	All that leasehold land known as Marriott Northampton, Eagle Drive, Northampton NN4 7HW	NN133140 NN147305
Wentworth Propco 33 Limited	All that freehold land known as Marriott Preston, The Marriott Hotel, 418 Garstang Road, Broughton, Preston PR3 5JB	LA422514
Wentworth Propco 34 Limited	All that freehold land known as Marriott Regent's Park, 128 King Henry Road, London NW3 3ST	NGL240940
Wentworth Propco 35 Limited	All that leasehold land known as Marriott Renaissance Derby/Nottingham, Mansfield Road, South Normanton, Bolsover, Derbyshire	DY296930
Wentworth Propco 36 Limited	All that freehold land known as Marriott Renaissance Solihull, Warwick Road, Solihull B91 1AT	WM543135
Wentworth Propco 37 Limited	All that leasehold land known as Marriott Slough/Windsor, Ditton Road, Slough, Berkshire SL3 8PT	BK323970
Wentworth Propco 38 Limited	<p>All that freehold land known as Marriott Breadsall Priory, and comprising -</p> <p>(a) land lying to the north west of Moor Road, Breadsall, Erewash, Devonshire</p> <p>(b) land lying on the north</p>	<p>DY162753 DY162754 DY161691 DY160917 DY126443</p>

Chargor	Details of Property	Title Number
	side of Morley Lane Breadsall (c) land on the south side of Moor Land, Breadsall (d) land on the south side of Morley Land, Breadsall	
Wentworth Propco 40 Limited	All that leasehold land known as Marriott Forest of Arden Hotel & Country Club, Packington near Morden Warwickshire	WK396913 Unregistered Compound Licence and Fishery Lodge lease
Wentworth Propco 41 Limited	All that leasehold land known as Marriott Hollins Hall, Baildon Shipley, West Yorkshire	WYK226361 WYK468415 WYK603225 WYK707562 WYK603232 WYK603227
Wentworth Propco 42 Limited	All that leasehold land known as Marriott Meon Valley, Sandy Lane, Shedfield near Southampton, Hampshire	HP659834 HP398663 HP492365 Unregistered sewage pipe leases
Wentworth Propco 43 Limited	All that freehold land known as Marriott St Pierre Hotel & Country Club, Chepstow NP16 6YA comprising (a) St Pierre Golf and Country Club (b) Pill Cottage, St Pierre, Chepstow (c) Land lying to the west of St Pierre Park, Heygate, Chepstow	CYM168722 WA504174 CYM223823
Wentworth Propco 44 Limited	All that freehold land known as Marriott Sprowston Manor, Wroxham Road, Sprowston, Norwich	NK196507 NK96167 NK283668 NK293175
Wentworth Propco 45 Limited	All that freehold land known as Marriott Tudor Park, Ashford Road, Bearstead, Maidstone, Kent	K444134
Wentworth Propco 46 Limited	All that leasehold land known as Marriott Worsley Park, Leigh	GM827751

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Chargor	Details of Property	Title Number
	Road, Worsley, Grenkel, Manchester	
Wentworth Propco 47 Limited	All that freehold land known as Marriott Hotel, Grove Park, Leicester	LT322035

PART 2

SPECIFIC INTELLECTUAL PROPERTY RIGHTS

Chargor	Details of Intellectual Property Rights
	Registered rights
Wentworth Propco 8 Limited	Registered trade mark "Vivacity", registered in class 42 with registration number 2283377
Wentworth Propco 23 Limited	Registered trade mark "The Club at County Hall", registered in class 41 with registration number 2141712
	Unregistered rights
Wentworth Propco 1 Limited	Clavell's Restaurant
Wentworth Propco 2 Limited	West 12 Restaurant and Bar
Wentworth Propco 3 Limited	Highcliffe Hotel Sea Breezes Restaurant Mountbatten Lounge Old Harry's Bar
Wentworth Propco 6 Limited	The Gosforth Park Hotel The Park Restaurant
Wentworth Propco 8 Limited	Olivier's Restaurant
Wentworth Propco 9 Limited	Barhemia
Wentworth Propco 10 Limited	Players Restaurant Mendlessohns Restaurant
Wentworth Propco 11 Limited	Chester's Bar & Restaurant
Wentworth Propco 12 Limited	Laurels Restaurant
Wentworth Propco 14 Limited	8/10 Restaurant Lakeside Café Bar
Wentworth Propco 15 Limited	Promenade Restaurant & Bar
Wentworth Propco 16 Limited	Abernethy Restaurant
Wentworth Propco 18 Limited	Seasons Restaurant

Chargor	Details of Intellectual Property Rights
Wentworth Propco 19 Limited	Ridings Restaurant Cook's Bar
Wentworth Propco 20 Limited	Copper Restaurant Planter's Bar
Wentworth Propco 22 Limited	Royal Hotel
Wentworth Propco 23 Limited	County Hall The County Hall Restaurant
Wentworth Propco 24 Limited	Royal County Hotel County Restaurant Cruz Brasserie
Wentworth Propco 27 Limited	Brooke's
Wentworth Propco 28 Limited	Kingsmills Restaurant The Conservatory
Wentworth Propco 29 Limited	John T's Restaurant John T's Bar
Wentworth Propco 30 Limited	Café Maurice
Wentworth Propco 33 Limited	Broughton Brasserie
Wentworth Propco 35 Limited	Chatterley's Restaurant
Wentworth Propco 36 Limited	Warwick Bar 651 Restaurant
Wentworth Propco 37 Limited	Pizza da Marco
Wentworth Propco 38 Limited	Breadsall Priory The Priory Restaurant
Wentworth Propco 39 Limited	Dalmahoy Pentland Restaurant James Braid Bar

Chargor	Details of Intellectual Property Rights
Wentworth Propco 40 Limited	Broadwater Restaurant
Wentworth Propco 41 Limited	Hollins Hall
Wentworth Propco 42 Limited	Treetops Restaurant
Wentworth Propco 43 Limited	Orangery Restaurant Old Course and Mathern Course
Wentworth Propco 44 Limited	Sprowston Park Golf Club Manor Restaurant
Wentworth Propco 45 Limited	Tudor Park Fairviews Restaurant
Wentworth Propco 46 Limited	Brindleys Restaurant The Chimney Bar Sports & Spikes Bar

PART 3

RELEVANT CONTRACTS

Hotel Management Agreements

- 1 The side letter dated 21 April 2006 between Marriott Hotels Limited and Fawkes Investments Limited
- 2 The side letter dated 21 April 2006 between Marriott Hotels Limited and Fawkes Investments Limited
- 3 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 1 Limited with Marriott International Holding Company B V as guarantor
- 4 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 2 Limited with Marriott International Holding Company B V as guarantor
- 5 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 3 Limited with Marriott International Holding Company B V as guarantor
- 6 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 4 Limited with Marriott International Holding Company B V as guarantor
- 7 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 5 Limited with Marriott International Holding Company B V as guarantor
- 8 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 6 Limited with Marriott International Holding Company B V as guarantor
- 9 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 7 Limited with Marriott International Holding Company B V as guarantor
- 10 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 8 Limited with Marriott International Holding Company B V as guarantor
- 11 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 9 Limited with Marriott International Holding Company B V as guarantor
- 12 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 10 Limited with Marriott International Holding Company B V as guarantor
- 13 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 11 Limited with Marriott International Holding Company B V as guarantor
- 14 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 12 Limited with Marriott International Holding Company B V as guarantor
- 15 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 13 Limited with Marriott International Holding Company B V as guarantor
- 16 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 14 Limited with Marriott International Holding Company B V as guarantor

- 17 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 15 Limited with Marriott International Holding Company B V as guarantor
- 18 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 16 Limited with Marriott International Holding Company B V as guarantor
- 19 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 17 Limited with Marriott International Holding Company B V as guarantor
- 20 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 18 Limited with Marriott International Holding Company B V as guarantor
- 21 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 19 Limited with Marriott International Holding Company B V as guarantor
- 22 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 20 Limited with Marriott International Holding Company B V as guarantor
- 23 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 21 Limited with Marriott International Holding Company B V as guarantor
- 24 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 22 Limited with Marriott International Holding Company B V as guarantor
- 25 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 23 Limited with Marriott International Holding Company B V as guarantor
- 26 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 24 Limited with Marriott International Holding Company B V as guarantor
- 27 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 25 Limited with Marriott International Holding Company B V as guarantor
- 28 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 26 Limited with Marriott International Holding Company B V as guarantor
- 29 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 27 Limited with Marriott International Holding Company B V as guarantor
- 30 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 28 Limited with Marriott International Holding Company B V as guarantor
- 31 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 29 Limited with Marriott International Holding Company B V as guarantor
- 32 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 30 Limited with Marriott International Holding Company B V as guarantor
- 33 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 31 Limited with Marriott International Holding Company B V as guarantor
- 34 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 32 Limited with Marriott International Holding Company B V as guarantor

- 35 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 33 Limited with Marriott International Holding Company B V. as guarantor
- 36 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 34 Limited with Marriott International Holding Company B V as guarantor
- 37 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 35 Limited with Marriott International Holding Company B V as guarantor
- 38 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 36 Limited with Marriott International Holding Company B V as guarantor
- 39 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 37 Limited with Marriott International Holding Company B V as guarantor
- 40 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 38 Limited with Marriott International Holding Company B V as guarantor
- 41 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 39 Limited with Marriott International Holding Company B V as guarantor
- 42 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 40 Limited with Marriott International Holding Company B V as guarantor
- 43 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 41 Limited with Marriott International Holding Company B V as guarantor
- 44 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 42 Limited with Marriott International Holding Company B V as guarantor
- 45 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 43 Limited with Marriott International Holding Company B V as guarantor
- 46 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 44 Limited with Marriott International Holding Company B V as guarantor
- 47 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 45 Limited with Marriott International Holding Company B V as guarantor
- 48 The hotel management agreement dated 21 April 2006 between Marriott Hotels Limited and Wentworth Propco 46 Limited with Marriott International Holding Company B V as guarantor
- 49 The amended and restated hotel management agreement dated 16 June 2006 between Marriott Hotels Limited and Wentworth Propco 47 Limited (formerly known as Whitbread Hotel (Leicester) Limited) with Marriott International Holding Company B V as guarantor

Side letters to Hotel Management Agreements

- 1 The side letter dated 21 April 2006 between Marriott Hotels Limited, Marriott International Holding Company B V and Fawkes Investments Limited with respect to certain additional rights and obligations of the parties
- 2 The side letter dated 21 April 2006 between Marriott Hotels Limited, Marriott International Holding Company B V and Fawkes Investments Limited on behalf of itself and each of the Owners (as defined therein) with respect to certain additional rights and obligations of the parties

- 3 The side letter dated 21 April 2006 between Marriott Hotels Limited, Marriott International Holding Company B V and Fawkes Investments Limited relating to the Hotel at Mill Lane, Cardiff
- 4 The side letter dated 21 December 2006 between Wentworth Propco 36 Limited and Marriott Hotels Limited relating to the Hotel at Warwick Road, Solihull
- 5 The side letter dated 21 December 2006 between Wentworth Propco 14 Limited and Marriott Hotels Limited relating to the Hotel at Fenwood Road, Sheffield
- 6 The side letter dated 21 December 2006 between Wentworth Propco 26 Limited and Marriott Hotels Limited relating to the Hotel at Swingbridge Road, Grantham
- 7 The side letter dated 21 December 2006 between Wentworth Propco 35 Limited and Marriott Hotels Limited relating to the Hotel at Mansfield Road, Derbyshire
- 8 The side letter dated 21 December 2006 between Wentworth Propco 28 Limited and Marriott Hotels Limited relating to the Hotel at Inverness, Scotland

Asset Manager Agreements

- 1 The asset manager agreement between the Initial Company and The Hospitality Asset Management Company Limited dated 16 August 2006, as amended on 22 December 2006
- 2 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 1 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement
- 3 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 2 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement
- 4 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 3 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement
- 5 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 4 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement
- 6 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 5 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement
- 7 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 6 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement
- 8 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 7 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement
- 9 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 8 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement

- 10 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 9 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement
- 11 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 10 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement
- 12 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 11 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement
- 13 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 12 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement
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- 25 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 24 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement
- 26 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 25 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement
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- 33 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 32 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement
- 34 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 33 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement
- 35 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 34 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement

- 36 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 35 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement
- 37 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 36 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement
- 38 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 37 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement
- 39. The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 38 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement
- 40 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 39 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement
- 41 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 40 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement
- 42 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 41 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement
- 43 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 42 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement
- 44 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 43 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement
- 45 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 44 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement
- 46 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 45 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement
- 47 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 46 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement
- 48 The asset manager agreement to be entered into between The Hospitality Asset Management Company Limited and Wentworth Propco 47 Limited in accordance with paragraph 5(e) of Part 1 (Property and Hotel Business Covenants) of Schedule 8 (Covenants) of the Credit Agreement

Target Acquisition Documents

- 1 Intellectual property assignment agreement dated 21 April 2006 between Whitbread Group PLC and Wentworth Propco 8 Limited for the assignment of the trade mark "VIVACITY"
- 2 Intellectual property assignment agreement dated 21 April 2006 between Whitbread Group PLC and Wentworth Propco 23 Limited for the assignment of the trade mark "THE CLUB AT COUNTY HALL"
- 3 Assignment of unregistered intellectual property used in connection with certain hotels dated 21 April 2006 between certain affiliates of Whitbread Group PLC named therein as assignors and certain of the Chargors named therein as assignees

Hedging Arrangements

- 1 ISDA Master Agreement between Fawkes Investments Limited and The Royal Bank of Scotland plc dated as of 25 April 2006 (the **Master Agreement**)
- 2 Schedule to the Master Agreement relating to Facility A1 hedge between Fawkes Investments Limited and The Royal Bank of Scotland plc dated as of 25 April 2006
- 3 Schedule to the Master Agreement relating to Facility A2 hedge between Fawkes Investments Limited and The Royal Bank of Scotland plc dated as of 25 April 2006
- 4 Schedule to the Master Agreement relating to Facility B hedge between Fawkes Investments Limited and The Royal Bank of Scotland plc dated as of 25 April 2006
- 5 Schedule to the Master Agreement relating to Facility C hedge between Fawkes Investments Limited and The Royal Bank of Scotland plc dated as of 25 April 2006

International Services Agreement

- 1 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 1 Limited
- 2 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 2 Limited
- 3 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 3 Limited
- 4 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 4 Limited
- 5 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 5 Limited
- 6 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 6 Limited
- 7 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 7 Limited
- 8 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 8 Limited

- 9 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 9 Limited
- 10 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 10 Limited
- 11 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 11 Limited
- 12 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 12 Limited
- 13 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 13 Limited
- 14 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 14 Limited
- 15 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 15 Limited
- 16 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 16 Limited
- 17 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 17 Limited
- 18 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 18 Limited
- 19 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 19 Limited
- 20 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 20 Limited
- 21 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 21 Limited
- 22 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 22 Limited
- 23 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 23 Limited
- 24 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 24 Limited
- 25 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 25 Limited
- 26 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 26 Limited

- 27 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 27 Limited
- 28 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 28 Limited
- 29 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 29 Limited
- 30 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 30 Limited
- 31 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 31 Limited
- 32 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 32 Limited
- 33 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 33 Limited
- 34 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 34 Limited
- 35 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 35 Limited
- 36 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 36 Limited
- 37 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 37 Limited
- 38 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 38 Limited
- 39 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 39 Limited
- 40 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 40 Limited
- 41 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 41 Limited
- 42 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 42 Limited
- 43 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 43 Limited
- 44. The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 44 Limited

- 45 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 45 Limited
- 46 The international services agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 46 Limited
- 47 The international services agreement dated 16 June 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 47 Limited (formerly known as Whitbread Hotel (Leicester) Limited)

Side letters to the international services agreements

- 1 The side letter to an international services agreement dated 21 December 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 7 Limited
- 2 The side letter to an international services agreement dated 21 December 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 9 Limited
- 3 The side letter to an international services agreement dated 21 December 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 23 Limited
- 4 The side letter to an international services agreement dated 21 December 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 30 Limited
- 5 The side letter to an international services agreement dated 21 December 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 31 Limited
- 6 The side letter to an international services agreement dated 21 December 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 34 Limited
- 7 The side letter to an international services agreement dated 21 December 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 39 Limited
- 8 The side letter to an international services agreement dated 21 December 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 40 Limited
- 9 The side letter to an international services agreement dated 21 December 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 41 Limited
- 10 The side letter to an international services agreement dated 21 December 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 42 Limited
- 11 The side letter to an international services agreement dated 21 December 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 43 Limited
- 12 The side letter to an international services agreement dated 21 December 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 44 Limited
- 13 The side letter to an international services agreement dated 21 December 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 45 Limited
- 14 The side letter to an international services agreement dated 21 December 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 46 Limited

Licence and Royalty Agreements

- 1 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 1 Limited
- 2 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 2 Limited
- 3 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 3 Limited
- 4 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 4 Limited
- 5 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 5 Limited
- 6 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 6 Limited
- 7 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 7 Limited
- 8 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 8 Limited
- 9 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 9 Limited
- 10 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 10 Limited
- 11 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 11 Limited
- 12 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 12 Limited
- 13 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 13 Limited
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- 15 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 15 Limited
- 16 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 16 Limited
- 17 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 17 Limited
- 18 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 18 Limited

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- 19 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 19 Limited
- 20 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 20 Limited
- 21 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 21 Limited
- 22 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 22 Limited
- 23 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 23 Limited
- 24 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 24 Limited
- 25 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 25 Limited
- 26 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 26 Limited
- 27 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 27 Limited
- 28 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 28 Limited
- 29 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 29 Limited
- 30 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 30 Limited
- 31 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 31 Limited
- 32 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 32 Limited
- 33 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 33 Limited
- 34 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 34 Limited
- 35 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 35 Limited
- 36 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 36 Limited

- 37 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 37 Limited
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- 43 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 43 Limited
- 44 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 44 Limited
- 45 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 45 Limited
- 46 The licence and royalty agreement dated 21 April 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 46 Limited.
- 47 The licence and royalty agreement dated 16 June 2006 between International Hotel Licensing Company S à r l and Wentworth Propco 47 Limited (formerly known as Whitbread Hotel (Leicester) Limited)

Headleases**Chargor****Details of Headlease**

Wentworth Propco 2 Limited

Main Lease dated 25 August 1960 between Sir Richard Hamilton Anstrugher Gough Calthorpe (1) Baron Luke of Pavenham and Others (2) City of Birmingham Real Property Company Limited (3)

Supplemental Lease dated 28 March 1973 between Birmingham Corporation (1) Sir Richard Hamilton Anstrugher Gough Calthorpe and Others (2) Legal & General Assurance Society Limited (3) Ravenseft Properties Limited (4) TI Group Services Limited (5) Midland Electricity Board (6)

Wentworth Propco 4 Limited

Main Lease dated 21 March 1991 between The Council of The City of Cardiff (1) and Cymric Hotel Company Limited (2)

Supplemental Lease dated 8 May 2002 between Cardiff City Council (1) and Cymric Hotel Company Limited (2)

Wentworth Propco 7 Limited

Lease dated 22 November 2000 between London Underground Limited

Chargor**Details of Headlease**

(1) and Norwich Union Life and Pensions Limited (2)

Wentworth Propco 8 Limited	Lease dated 10 August 1998 between Liverpool City Council (1) and Neptune Swallow Hotel Limited (2)
Wentworth Propco 11 Limited	Lease dated 7 November 1990 between Cameron Hall Developments Limited (1) and Briotel Limited and Allied Innkeepers (UK) Limited (2)
Wentworth Propco 13 Limited	Lease dated 26 July 1979 between The Portsmouth City Council (1) and Commonwealth Holiday Inns of Canada Limited (2)
Wentworth Propco 16 Limited	Lease dated 2 February 1990 between The Council of the City of Swansea (1) and Allied Innkeepers (UK) Limited and Briotel Limited (2)
Wentworth Propco 17 Limited	Lease dated 23 January 1989 between The Council of the Borough of Thamesdown (1) Allied Innkeepers (UK) Limited and Briotel Limited (2)
Wentworth Propco 18 Limited	Lease dated 19 February 1996 between Tower Hill Property Investments (10) Limited (1) and Vaux Group Plc (2)
Wentworth Propco 20 Limited	Lease dated 27 October 2004 between The Mayor and Burgesses of The London Borough of Bexley (1) and Swift Hotels Limited (2)
Wentworth Propco 21 Limited	First Lease dated 27 June 1978 between The City Council of Bristol (1) and AP Bank Limited (2) Second Lease dated 5 June 1984 between The City Council of Bristol (1) and Commonwealth Holiday Inns of Canada Limited (2)
Wentworth Propco 22 Limited	Lease dated 18 December 1992 between The Master Wardens and Commonalty of Merchant Venturers of The City of Bristol as Trustees of the St Monica Trust (1) and Vaux Group Plc (2)
Wentworth Propco 23 Limited	Main Lease dated 24 June 1996 between Shirayama Shokusan Company Limited, Takashi Shirayama, Miyako Shirayama, Ayako Shirayama, Yuichi Shirayama (1) and Whitbread Plc (2) Supplemental Lease dated 10 July 1997 between Shirayama Shokusan Company Limited, Takashi Shirayama, Miyako Shirayama, Ayako Shirayama, Yuichi Shirayama (1) and Whitbread Plc (2) Car Park Licence dated 22 December 2004 between MC Parking Limited (1) and Whitbread Group Plc (2)
Wentworth Propco 27 Limited	Lease dated 29 December 1995 between Frogmore Developments Limited (1) and Swallow Hotels (Properties) Limited (2)
Wentworth Propco 40 Limited	Main Lease dated 12 December 1994 between Lord Guernsey (1) Lord Guernsey, R V Stone Esq and Others (2) and Country Club Hotels Limited (3) Reversionary Lease dated 12 December 1994 between Lord Guernsey

Chargor**Details of Headlease**

(1) Lord Guernsey and Others (2) and Country Club Hotels Limited (3)

Fishery Lodge Lease dated 30 October 1997 between Packington Estate Enterprises Limited (1) and Country Club Hotels Limited (2)

Compound Licence dated 19 December 2005 between Roger Vincent Stone, Hugh Bampffield Carslake and Lord Guernsey (1) and Wentworth Propco 40 Limited

Wentworth Propco 41 Limited Lease dated 29 January 1997 between City of Bradford Metropolitan District Council (1) and Whitbread Plc (2)

Wentworth Propco 29 Limited Lease dated 3 June 1994 between Nonpareil Securities Limited (1) and Scott's Hotels Limited (2)

Wentworth Propco 31 Limited Lease dated 28 January 1977 between Heron Hotels Limited (1) and Commonwealth Holiday Inns of Canada Limited (2)

Wentworth Propco 42 Limited **Club House Lease** dated 19 February 1973 made between Richard Augustus Bagot Phillimore (1) John Clayton and Associates (Leisure Developments) Limited (2) and John Clayton (3)

Groundsman's Lease dated 10 November 1994 between Richard Augustus Bagot Phillimore, Peter Richard Phillimore, Mark Augustus Phillimore, Charles Robert Phillimore (1) and Country Club Hotels Limited (2)

Golf Course Lease dated 19 December 1989 between Richard Augustus Bagot Phillimore, Peter Richard Phillimore, Mark Augustus Phillimore, Charles Robert Phillimore (1) and Country Club Hotels Limited (2)

Sewerage Pipe Leases dated 20 December 1989 between Marguerite Sara Smith (1) and Country Club Hotels Limited (2)

Lease dated 20 December 1989 between James Thomas Dinsdale and Annette Patricia Dinsdale (1) and Country Club Hotels Limited (2)

Wentworth Propco 32 Limited Lease dated 31 October 1989 between Northampton Borough Council (1) and Swallow Hotels Limited (2)

Wentworth Propco 35 Limited Lease dated 30 September 1997 between Tower Hill Property Investments Limited (1) and Swallow Hotels Limited (2)

Wentworth Propco 37 Limited Lease dated 10 April 1972 between The Mayor Aldermen and Burgesses of the Borough of Slough (1) and Commonwealth Hotel Inns of Canada Limited (2)

Wentworth Propco 46 Limited **Initial Lease** dated 23 September 1999 between Peel Investments (North) Limited (1) and Whitbread Plc (2)

Reversionary Lease dated 23 September 1999 between Peel Investments (North) Limited (1) and Whitbread plc (2)

Other

- 1 Development agreement dated 8 May 2006 between Wentworth Propco 4 Limited, St David's Limited Partnership, The County Council of the City and County of Cardiff and LS Cardiff Limited
- 2 Underlease dated 8 May 2006 and made between St David's (No 1) Limited and St David's (No 2) Limited as nominees for The St David's Limited Partnership and Wentworth Propco 4 Limited

PART 4
RESTRICTED ACCOUNTS

Name	Restricted Account	Account Number	Sort Code
Fawkes Investments Limited	General Account	31256072	16-04-00
	Deposit Account	31256145	16-04-00
	Debt Service Account	31256102	16-04-00
	Purchase Orders Account	31256374	16-04-00
	Disposals Account	31256242	16-04-00
	Overdraft Account	31257486	16-04-00
	FF&E Account	31256285	16-04-00
Fawkes Holdings Limited	Operating Account	39234940	60-00-01
Wentworth Propco 1 Limited	General Account	39233413	60-00-01
	FF&E Account	39233421	60-00-01
Wentworth Propco 2 Limited	General Account	39233448	60-00-01
	FF&E Account	39233456	60-00-01
Wentworth Propco 3 Limited	General Account	39233464	60-00-01
	FF&E Account	39233472	60-00-01
Wentworth Propco 4 Limited	General Account	39233480	60-00-01
	FF&E Account	39233499	60-00-01
Wentworth Propco 5 Limited	General Account	39233502	60-00-01
	FF&E Account	39233510	60-00-01
Wentworth Propco 6 Limited	General Account	39233529	60-00-01
	FF&E Account	39233537	60-00-01
Wentworth Propco 7 Limited	General Account	39233545	60-00-01
	FF&E Account	39233553	60-00-01

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Name	Restricted Account	Account Number	Sort Code
Wentworth Propco 8 Limited	General Account	39233561	60-00-01
	FF&E Account	39233588	60-00-01
Wentworth Propco 9 Limited	General Account	39233596	60-00-01
	FF&E Account	39233618	60-00-01
Wentworth Propco 10 Limited	General Account	39233626	60-00-01
	FF&E Account	39233634	60-00-01
Wentworth Propco 11 Limited	General Account	39233650	60-00-01
	FF&E Account	39233669	60-00-01
Wentworth Propco 12 Limited	General Account	39233677	60-00-01
	FF&E Account	39233685	60-00-01
Wentworth Propco 13 Limited	General Account	39233693	60-00-01
	FF&E Account	39233707	60-00-01
Wentworth Propco 14 Limited	General Account	39233715	60-00-01
	FF&E Account	39233723	60-00-01
Wentworth Propco 15 Limited	General Account	39233731	60-00-01
	FF&E Account	39233766	60-00-01
Wentworth Propco 16 Limited	General Account	39233774	60-00-01
	FF&E Account	39233782	60-00-01
Wentworth Propco 17 Limited	General Account	39233790	60-00-01
	FF&E Account	39233804	60-00-01
Wentworth Propco 18 Limited	General Account	39233812	60-00-01
	FF&E Account	39233820	60-00-01
Wentworth Propco 19 Limited	General Account	39233839	60-00-01
	FF&E Account	39233847	60-00-01
Wentworth Propco 20 Limited	General Account	39233855	60-00-01
	FF&E Account	39233863	60-00-01

Name	Restricted Account	Account Number	Sort Code
Wentworth Propco 21 Limited	General Account	39233928	60-00-01
	FF&E Account	39233936	60-00-01
Wentworth Propco 22 Limited	General Account	39233944	60-00-01
	FF&E Account	39233952	60-00-01
Wentworth Propco 23 Limited	General Account	39233960	60-00-01
	FF&E Account	39233979	60-00-01
Wentworth Propco 24 Limited	General Account	39233987	60-00-01
	FF&E Account	39233995	60-00-01
Wentworth Propco 25 Limited	General Account	39234002	60-00-01
	FF&E Account	39234029	60-00-01
Wentworth Propco 26 Limited	General Account	39234037	60-00-01
	FF&E Account	39234045	60-00-01
Wentworth Propco 27 Limited	General Account	39234053	60-00-01
	FF&E Account	39234061	60-00-01
Wentworth Propco 28 Limited	General Account	39234088	60-00-01
	FF&E Account	39234096	60-00-01
Wentworth Propco 29 Limited	General Account	39234118	60-00-01
	FF&E Account	39234126	60-00-01
Wentworth Propco 30 Limited	General Account	39234134	60-00-01
	FF&E Account	39234142	60-00-01
Wentworth Propco 31 Limited	General Account	39234207	60-00-01
	FF&E Account	39234215	60-00-01
Wentworth Propco 32 Limited	General Account	39234223	60-00-01
	FF&E Account	39234231	60-00-01
Wentworth Propco 33 Limited	General Account	39234258	60-00-01
	FF&E Account	39234266	60-00-01

Name	Restricted Account	Account Number	Sort Code
Wentworth Propco 34 Limited	General Account	39234274	60-00-01
	FF&E Account	39234282	60-00-01
Wentworth Propco 35 Limited	General Account	39234290	60-00-01
	FF&E Account	39234304	60-00-01
Wentworth Propco 36 Limited	General Account	39234320	60-00-01
	FF&E Account	39234339	60-00-01
Wentworth Propco 37 Limited	General Account	39234347	60-00-01
	FF&E Account	39234355	60-00-01
Wentworth Propco 38 Limited	General Account	39234363	60-00-01
	FF&E Account	39234371	60-00-01
Wentworth Propco 39 Limited	General Account	39234398	60-00-01
	FF&E Account	39234401	60-00-01
Wentworth Propco 40 Limited	General Account	39234428	60-00-01
	FF&E Account	39234436	60-00-01
Wentworth Propco 41 Limited	General Account	39234444	60-00-01
	FF&E Account	39234452	60-00-01
Wentworth Propco 42 Limited	General Account	39234460	60-00-01
	FF&E Account	39234479	60-00-01
Wentworth Propco 43 Limited	General Account	39234487	60-00-01
	FF&E Account	39234495	60-00-01
Wentworth Propco 44 Limited	General Account	39234509	60-00-01
	FF&E Account	39234517	60-00-01
Wentworth Propco 45 Limited	General Account	39234525	60-00-01
	FF&E Account	39234533	60-00-01
Wentworth Propco 46 Limited	General Account	39234541	60-00-01
	FF&E Account	39234568	60-00-01

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Name	Restricted Account	Account Number	Sort Code
Wentworth Propco 47 Limited	General Account	39228924	60-00-01
	FF&E Account	39228932	60-00-01

PART 5

GROUP SHARES

Chargor	Details of charged shares
Blackheath Holdings S à r l	50,000 ordinary shares in Professional Ventures Corporation
Fawkes Investments Limited	502 ordinary shares in Fawkes Holdings Limited
Fawkes Holdings Limited	10 ordinary shares in Wentworth Portfolio Company A Limited
	10 ordinary shares in Wentworth Portfolio Company B Limited
	10 ordinary shares in Wentworth Portfolio Company C Limited
Wentworth Portfolio Company A Limited	10 ordinary shares in Wentworth Propco 1 Limited
	10 ordinary shares in Wentworth Propco 2 Limited
	10 ordinary shares in Wentworth Propco 3 Limited
	10 ordinary shares in Wentworth Propco 4 Limited
	10 ordinary shares in Wentworth Propco 5 Limited
	10 ordinary shares in Wentworth Propco 6 Limited
	10 ordinary shares in Wentworth Propco 7 Limited
	10 ordinary shares in Wentworth Propco 8 Limited
	10 ordinary shares in Wentworth Propco 9 Limited
	10 ordinary shares in Wentworth Propco 10 Limited
	10 ordinary shares in Wentworth Propco 11 Limited
	10 ordinary shares in Wentworth Propco 12 Limited
	10 ordinary shares in Wentworth Propco 13 Limited
	10 ordinary shares in Wentworth Propco 14 Limited
	10 ordinary shares in Wentworth Propco 15 Limited
	10 ordinary shares in Wentworth Propco 16 Limited
	10 ordinary shares in Wentworth Propco 17 Limited
	10 ordinary shares in Wentworth Propco 18 Limited

Chargor	Details of charged shares
	10 ordinary shares in Wentworth Propco 19 Limited
	5,469,210 ordinary shares in Wentworth Propco 47 Limited
Wentworth Portfolio Company B Limited	10 ordinary shares in Wentworth Propco 20 Limited
	10 ordinary shares in Wentworth Propco 21 Limited
	10 ordinary shares in Wentworth Propco 22 Limited
	10 ordinary shares in Wentworth Propco 23 Limited
	10 ordinary shares in Wentworth Propco 24 Limited
	10 ordinary shares in Wentworth Propco 25 Limited
	10 ordinary shares in Wentworth Propco 26 Limited
	10 ordinary shares in Wentworth Propco 27 Limited
	10 ordinary shares in Wentworth Propco 28 Limited
	10 ordinary shares in Wentworth Propco 29 Limited
	10 ordinary shares in Wentworth Propco 30 Limited
	10 ordinary shares in Wentworth Propco 31 Limited
	10 ordinary shares in Wentworth Propco 32 Limited
	10 ordinary shares in Wentworth Propco 33 Limited
	10 ordinary shares in Wentworth Propco 34 Limited
	10 ordinary shares in Wentworth Propco 35 Limited
	10 ordinary shares in Wentworth Propco 36 Limited
	10 ordinary shares in Wentworth Propco 37 Limited
Wentworth Portfolio Company C Limited	10 ordinary shares in Wentworth Propco 38 Limited
	10 ordinary shares in Wentworth Propco 39 Limited
	10 ordinary shares in Wentworth Propco 40 Limited
	10 ordinary shares in Wentworth Propco 41 Limited
	10 ordinary shares in Wentworth Propco 42 Limited
	10 ordinary shares in Wentworth Propco 43 Limited

Chargor	Details of charged shares
	10 ordinary shares in Wentworth Propco 44 Limited
	10 ordinary shares in Wentworth Propco 45 Limited
	10 ordinary shares in Wentworth Propco 46 Limited

SCHEDULE 3**PROPERTIES**

Owner	Details of Property	Initial Allocated Loan Amount
1 Wentworth Propco 1 Limited	All that leasehold land known as Marriott Aberdeen registered in the Land Register of Scotland with title number ABN84569	£9,720,949
2 Wentworth Propco 2 Limited	All that leasehold land known as Marriott Birmingham, registered in England and Wales with title number WM333223	£4,612,686
3 Wentworth Propco 3 Limited	All that freehold land known as Marriott Bournemouth, registered in England and Wales with title numbers DT164341, DT118960, DT164340, DT147340, DT163669, DT330566	£14,867,334
4 Wentworth Propco 4 Limited	All that leasehold land known as Marriott Cardiff, registered in England and Wales with title numbers WA586759, CYM72738	£19,213,170
5 Wentworth Propco 5 Limited	All that heritable land known as Marriott Edinburgh, registered in the Land Register of Scotland with title number MID86683	£23,520,884
6 Wentworth Propco 6 Limited	All that freehold land known as Marriott Gosforth Park, Newcastle, registered in England and Wales with title number TY237356	£16,849,645
7 Wentworth Propco 7 Limited	All that leasehold land known as Marriott Kensington, registered in England and Wales with title number BGL36616	£41,742,899
8 Wentworth Propco 8 Limited	All that leasehold land known as Marriott Liverpool City Centre, registered in England and Wales with the title numbers MS429070, MS430439	£12,503,809

Owner	Details of Property	Initial Allocated Loan Amount
9 Wentworth Propco 9 Limited	All that freehold land known as Marriott London Heathrow, registered in England and Wales with title number NGL522850	£75,060,975
10 Wentworth Propco 10 Limited	All that freehold land known as Marriott Manchester Airport, registered in England and Wales with title numbers GM870009, GM870010, GM870011	£31,716,979
11 Wentworth Propco 11 Limited	All that leasehold land known as Marriott Newcastle Metro Centre, registered in England and Wales with title number TY388297	£15,477,276
12 Wentworth Propco 12 Limited	All that freehold land known as Marriott Peterborough, registered in England and Wales with title number CB107249	£10,254,648
13 Wentworth Propco 13 Limited	All that leasehold land known as Marriott Portsmouth, registered in England and Wales with title number HP157070	£11,665,139
14 Wentworth Propco 14 Limited	All that freehold land known as Marriott Sheffield, registered in England and Wales with title number SYK192545	£8,844,158
15 Wentworth Propco 15 Limited	All that freehold land known as Marriott Sunderland, registered in England and Wales with title number TY268446	£4,612,686
16 Wentworth Propco 16 Limited	All that leasehold land known as Marriott Swansea, registered in England and Wales with title number WA531967	£11,474,532
17 Wentworth Propco 17 Limited	All that leasehold land known as Marriott Swindon, with the title numbers WT85398, WT115687	£10,140,284
18 Wentworth Propco 18 Limited	All that leasehold land known as Marriott Waltham Abbey, registered in England and Wales with title numbers EX330081, EX551575, EX747696	£10,254,648

Owner	Details of Property	Initial Allocated Loan Amount
19 Wentworth Propco 19 Limited	All that freehold land known as Marriott York, registered in England and Wales with title number NYK114405	£20,356,811
20 Wentworth Propco 20 Limited	All that leasehold land known as Marriott Bexleyheath, registered in England and Wales with title number SGL659785	£5,718,205
21 Wentworth Propco 21 Limited	All that leasehold land known as Marriott Bristol City, registered in England and Wales with title numbers AV35733, AV93227	£26,913,686
22 Wentworth Propco 22 Limited	All that freehold and leasehold land known as Marriott Bristol Royal, registered in England and Wales with title numbers AV57702, AV54624, AV224902, AV205376	£33,623,047
23 Wentworth Propco 23 Limited	All that leasehold land known as Marriott County Hall, registered in England and Wales with title numbers TGL122463, TGL135415 and the unregistered car park licence	£24,283,312
24 Wentworth Propco 24 Limited	All that freehold land known as Marriott Durham Royal County, registered in England and Wales with title numbers DU193026, DU172617, DU194445	£11,855,746
25 Wentworth Propco 25 Limited	All that leasehold land known as Marriott Glasgow, registered in the Land Register of Scotland with title number GLA66270.	£24,283,312
26 Wentworth Propco 26 Limited	All that freehold land known as Marriott Grantham, registered in England and Wales with title number LL79605	£2,668,496
27 Wentworth Propco 27 Limited	All that leasehold land known as Marriott Huntingdon, registered in England and Wales with title number CB191308	£14,028,664

Owner	Details of Property	Initial Allocated Loan Amount
28 Wentworth Propco 28 Limited	All that heritable property known as Marriott Inverness, registered in the Land Register of Scotland with title numbers INV14452, INV14453	£4,688,928
29 Wentworth Propco 29 Limited	All that leasehold land known as Marriott Leeds, registered in England and Wales with title number WYK553151	£25,160,103
30 Wentworth Propco 30 Limited	All that freehold land known as Marriott Maida Vale, registered in England and Wales with title number NGL622120	£16,964,009
31 Wentworth Propco 31 Limited	All that leasehold land known as Marriott Marble Arch, registered in England and Wales with title numbers NGL299670 and NGL135810	£9,720,949
32 Wentworth Propco 32 Limited	All that leasehold land known as Marriott Northampton, registered in England and Wales with title numbers NN133140, NN147305	£10,064,041
33 Wentworth Propco 33 Limited	All that freehold land known as Marriott Preston, registered in England and Wales with title number LA422514	£12,618,173
34 Wentworth Propco 34 Limited	All that freehold land known as Marriott Regent's Park, registered in England and Wales with title number NGL240940	£40,789,864
35 Wentworth Propco 35 Limited	All that leasehold land known as Marriott Renaissance Derby/Nottingham, registered in England and Wales with title number DY296930	£5,756,326
36 Wentworth Propco 36 Limited	All that freehold land known as Marriott Renaissance Solihull, registered in England and Wales with title number WM543135	£13,799,934

Owner	Details of Property	Initial Allocated Loan Amount
37 Wentworth Propco 37 Limited	All that leasehold land known as Marriott Slough/Windsor, registered in England and Wales with title number BK323970	£39,493,738
38 Wentworth Propco 38 Limited	All that freehold land known as Marriott Breadsall Priory, with the title numbers DY162753, DY162754, DY161691, DY160917, DY126443	£16,392,189
39 Wentworth Propco 39 Limited	All that leasehold land known as Marriott Dalmahoy Hotel & Country Club, registered in Scotland under MID87484 (original subjects) and MID87133 (additional subjects)	£25,121,982
40 Wentworth Propco 40 Limited	All that leasehold land known as Marriott Forest of Arden Hotel & Country Club, registered in England and Wales with title number WK396913 and unregistered compound licence	£27,904,842
41 Wentworth Propco 41 Limited	All that leasehold land known as Marriott Hollins Hall, registered in England and Wales with title numbers WYK226361, WYK468415, WYK603225, WYK707562, WYK603232, WYK603227	£11,779,503
42 Wentworth Propco 42 Limited	All that leasehold land known as Marriott Meon Valley, registered in England and Wales with title numbers HP659834, HP398663, HP492365 and the unregistered sewage pipe leases	£6,976,210
43 Wentworth Propco 43 Limited	All that freehold land known as Marriott St Pierre Hotel & Country Club, registered in England and Wales with title numbers CYM168722, WA504174, CYM223823	£9,454,099

Owner	Details of Property	Initial Allocated Loan Amount
44 Wentworth Propco 44 Limited	All that freehold land known as Marriott Sprowston Manor, registered in England and Wales with title numbers NK196507, NK96167, NK283668, NK293175	£8,386,701
45 Wentworth Propco 45 Limited	All that freehold land known as Marriott Tudor Park, registered in England and Wales with title number K444134	£9,492,221
46 Wentworth Propco 46 Limited	All that leasehold land known as Marriott Worsley Park, registered in England and Wales with title number GM827751	£11,703,260
47 Wentworth Propco 47 Limited	All that freehold land known as Marriot Hotel, Grove Park, Leicester registered in England and Wales with title number LT322035	£24,168,948

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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 FC026325

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 30th MARCH 2007 AND CREATED BY WENTWORTH PORTFOLIO COMPANY A LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH CHARGOR TO ANY SECURED PARTY 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 13th APRIL 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th APRIL 2007

Langeb



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —