



Registration of a Charge

Company name: **Rose Diamond D Leicester 2005 Ltd**

Company number: **05374151**



X6C4919K

Received for Electronic Filing: **04/08/2017**

Details of Charge

Date of creation: **03/08/2017**

Charge code: **0537 4151 0004**

Persons entitled: **CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK,
BROADWALK HOUSE, 5 APPOLD STREET, LONDON, EC2A 2DA (AS
SECURITY TRUSTEE FOR EACH OF THE SECURED PARTIES)**

Brief description: **THE MORTGAGED PROPERTY BEING THE LONDON EDITION WITH TITLE
NUMBER LN112332, LONDON COUNTY HALL MARRIOTT HOTEL WITH
TITLE NUMBERS TGL122463 AND TGL135415, LONDON HEATHROW
MARRIOTT HOTEL WITH TITLE NUMBER NGL522850, LONDON
KENSINGTON MARRIOTT HOTEL WITH TITLE NUMBERS BGL62395
AND BGL36616, LONDON MAIDA VALE MARRIOTT HOTEL WITH TITLE
NUMBER NGL622120, LONDON MARBLE ARCH MARRIOTT HOTEL WITH
TITLE NUMBERS NGL299670 AND NGL858423, LONDON REGENTS
PARK MARRIOTT HOTEL WITH TITLE NUMBER NGL240940, TUDOR
PARK MARRIOTT HOTEL & COUNTRY CLUB WITH TITLE NUMBER
K444134, BEXLEYHEATH MARRIOTT HOTEL WITH TITLE NUMBER
SGL659785, WALTHAM ABBEY MARRIOTT HOTEL WITH TITLE NUMBERS
EX551575, EX330081 AND EX747696, MEON VALLEY MARRIOTT HOTEL
& COUNTRY CLUB WITH TITLE NUMBERS HP659834, HP398663,
HP492365, BOURNEMOUTH HIGHCLIFF MARRIOTT HOTEL WITH TITLE
NUMBERS DT118960, DT164340, DT164341, DT147340, DT163669 AND
DT330566, PORTSMOUTH MARRIOTT HOTEL WITH TITLE NUMBER
HP157070, SLOUGH WINDSOR MARRIOTT HOTEL WITH TITLE NUMBER
BK323970, ST PIERRE MARRIOTT HOTEL & COUNTRY CLUB WITH
TITLE NUMBERS CYM168722, WA504174, CYM223823, BRISTOL CITY
CENTRE MARRIOTT HOTEL WITH TITLE NUMBERS AV35733, AV93227,
CAR PARK, 1 CATHEDRAL SQUARE WITH TITLE NUMBER BL141708,
BRISTOL ROYAL MARRIOTT HOTEL WITH TITLE NUMBERS AV57702,**

AV54624, AV205376 AND AV224902, CARDIFF MARRIOTT HOTEL WITH TITLE NUMBERS WA586759 AND YM72738, SWANSEA MARRIOTT HOTEL WITH TITLE NUMBER WA531967, SWINDON MARRIOTT HOTEL WITH TITLE NUMBERS WT115687 AND WT85398, SPROWSTON MANOR MARRIOTT HOTEL & COUNTRY CLUB WITH TITLE NUMBERS NK283668, NK96167, NK293175 AND NK196507, HUNTINGDON MARRIOTT HOTEL WITH TITLE NUMBER CB191308, PETERBOROUGH MARRIOTT HOTEL WITH TITLE NUMBER CB107249, BREADSALL PRIORY MARRIOTT HOTEL & COUNTRY CLUB WITH TITLE NUMBERS DY162753, DY162754, DY161691, DY160917 AND DY126433, FOREST OF ARDEN MARRIOTT HOTEL & COUNTRY CLUB WITH TITLE NUMBERS WK396913, WK972617 (FISHING LODGE), BIRMINGHAM MARRIOTT HOTEL WITH TITLE NUMBER WM333223, NORTHAMPTON MARRIOTT HOTEL WITH TITLE NUMBERS NN133140 AND NN147305, LEICESTER MARRIOTT HOTEL WITH TITLE NUMBER LT322035, HOLLINS HALL MARRIOTT HOTEL & COUNTRY CLUB WITH TITLE NUMBERS WYK226361, WYK603227, WYK468415, WYK603225, WYK707562 AND WYK603232, WORSLEY PARK MARRIOTT HOTEL & COUNTRY CLUB WITH TITLE NUMBER GM827751, LIVERPOOL CITY CENTRE MARRIOTT HOTEL WITH TITLE NUMBERS MS429070, MS430439, MANCHESTER AIRPORT MARRIOTT HOTEL WITH TITLE NUMBERS GM870009, GM870010, GM870011, LEEDS MARRIOTT HOTEL WITH TITLE NUMBER WYK553151, PRESTON MARRIOTT HOTEL WITH TITLE NUMBER LA422514, DURHAM ROYAL COUNTY MARRIOTT HOTEL WITH TITLE NUMBERS DU172617, DU194445, DU193026, NEWCASTLE GOSFORTH PARK MARRIOTT HOTEL WITH TITLE NUMBER TY237356, NEWCASTLE METROCENTRE MARRIOTT HOTEL WITH TITLE NUMBER TY388297, SUNDERLAND MARRIOTT HOTEL WITH TITLE NUMBER TY268446, YORK MARRIOTT HOTEL WITH TITLE NUMBER NYK114405. FOR MORE DETAILS, PLEASE REFER TO SCHEDULE 2 OF THE INSTRUMENT.

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5374151

Charge code: 0537 4151 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd August 2017 and created by Rose Diamond D Leicester 2005 Ltd was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th August 2017 .

Given at Companies House, Cardiff on 8th August 2017

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



Companies House



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

DATED 3 AUGUST 2017

THE PERSONS LISTED IN SCHEDULE 1
AS CHARGORS
IN FAVOUR OF
CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK
AS THE SECURITY TRUSTEE

DEBENTURE
WITH FLOATING CHARGE

CONTENTS

Clause	Page
1. Definitions and Interpretation	1
2. Covenant to Pay.....	7
3. Common Provisions	7
4. Representations	7
5. Fixed Security.....	8
6. Floating Charge	11
7. Provisions as to Security and Perfection	12
8. Further Assurance.....	18
9. Shares and Investments	19
10. Accounts	21
11. Enforcement of Security.....	21
12. Extension of Powers and Right of Appropriation	22
13. Appointment of Receiver or Administrator.....	23
14. Powers of Receivers	24
15. Application of Moneys.....	24
16. Protection of Purchasers.....	25
17. Power of Attorney	25
18. Effectiveness of Security.....	26
19. Prior Security Interests	29
20. Subsequent Security Interests.....	29
21. Suspense Accounts	30
22. Release of Security.....	30
23. Set-Off.....	30
24. Discretion and Delegation	30
25. Successors	31
26. Governing Law.....	31
27. Jurisdiction	31
Schedule 1 Chargors	32
Schedule 2 Mortgaged Property.....	36
Schedule 3 Relevant Shares PART A Obligors' Agent Shares.....	39
Part B Outgoing Propco Shares	40
Schedule 4 Accounts.....	41
Schedule 5 Development Documents	45
Schedule 6 Leases and Insurances	90

Part A Notice of Security.....	90
Part B Acknowledgement of Notice of Security.....	92
Schedule 7 Control Accounts.....	94
Part A Notice of Security to Account Bank.....	94
Part B Acknowledgement of Security by Account Bank.....	96
Schedule 8 Assigned Loans	97
Part A Notice of Assignment	97
Part B Acknowledgement of Assignment.....	99
Schedule 9 Hedge Documents	100
Part A Notice of Assignment	100
Part B Acknowledgement of Assignment.....	102
Schedule 10 Form of Share Transfer	104
Schedule 11 Director's Letters	105
Part A Form of Director's Letter of Resignation.....	105
Part B Form of Director's Letter of Authority	106
Schedule 12 Form of Letter to Registered Agent	107
Schedule 13 Contracts.....	109
Part A Notice of Security.....	109
Part B Acknowledgement of Notice of Security.....	110

THIS DEBENTURE is made by way of deed on 3 August 2017 by:

- (1) THE PERSONS listed in Schedule 1 (*Chargors*) (each a "**Chargor**") in favour of:
- (2) **CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK** as security trustee for each of the Secured Parties (the "**Security Trustee**").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture:

"**Act**" means the Conveyancing and Law of Property Act 1961 (Chapter 220 of Revised Laws of the Virgin Islands, 1991) of the laws of the British Virgin Islands.

"**Account**" means each account listed in Schedule 4 (*Accounts*).

"**Acquisition Documents**" means all documents relating to the acquisition of the share capital of each Borrower by the Obligors' Agent including, but not limited to, the Share Purchase Agreement and the Warranty Indemnity Insurance.

"**Assigned Loans**" means each and every sum paid or payable from time to time to a Chargor pursuant to an Inter-company Loan Agreement and any other sum from time to time paid or payable by any member of the Group for the time being to any Chargor.

"**BVI Companies**" means those Chargors which are incorporated in the British Virgin Islands.

"**Charged Assets**" means each of the assets and undertaking of each Chargor which from time to time are, or are expressed to be, the subject of any Security created or expressed to be created by it in favour of Security Trustee by or pursuant to this Debenture.

"**Collateral Warranties**" means each of the collateral warranties as listed in Part I (*Collateral Warranties*) of Schedule 5 (*Development Documents*).

"**Companies Act**" means the BVI Business Companies Act (No 16 of 2004) of the laws of the British Virgin Islands, as amended.

"**Contracts**" means each Marriott Agreement, the Hamilton Asset Management Agreement and the Property Management Agreement.

"**Development Documents**" means each of:

- (a) each Collateral Warranty;
- (b) the JCT Design and Build Contract;
- (c) the Parent Company Guarantee;

- (d) the Retention Bond;
- (e) the Settlement Agreement;
- (f) each document as listed in Part II (*Building contracts*) of Schedule 5 (*Development Documents*); and
- (g) each other contract, collateral warranty or other document to which a Chargor may, from time to time, be party relating to the development, refurbishment or construction of any Mortgaged Property.

"Facility Agreement" means the facility agreement dated 28 July 2017 between, amongst others, Silver Diamond TEHC24 S.à r.l. as the Obligors' Agent, Crédit Agricole Corporate and Investment Bank as Facility Agent and Security Trustee, HSBC Bank plc and Crédit Agricole Corporate and Investment Bank as Mandated Lead Arrangers, and the Original Lenders (each as defined in that agreement as amended, varied, novated or supplemented from time to time).

"Fulcrum Asset Management Agreement" means the New York law governed asset management agreement relating to the Edition portfolio dated 13 April 2015 and made between, amongst others, Green Agate D 2010 Limited and Fulcrum Hospitality LLC as asset manager.

"Hamilton Asset Management Agreement" means the asset management agreement dated 19 September 2013 made between each Chargor (other than Green Agate D 2010 Limited and Silver Diamond TEHC24 S.à r.l.) and Hamilton Hotel Partners Limited, together with (and as varied by) deeds of variation in respect of that asset management agreement dated 20 January 2014, 6 February 2014, 27 January 2015, 29 March 2016, 22 August 2016 and 13 April 2017 and each made between each Chargor (other than Green Agate D 2010 Limited and Silver Diamond TEHC24 S.à r.l.) and Hamilton Hotel Partners Limited.

"Inter-company Loan Agreement" means each of:

- (a) the up to £200,000,000 interest bearing loan agreement dated 17 April 2014 and made between Silver Diamond TEHC24 S.à r.l. as lender and certain of the Chargors as borrowers;
- (b) the up to £50,000,000 interest bearing loan agreement dated 17 April 2014 and made between Silver Diamond TEHC24 S.à r.l. as lender and certain of the Chargors as borrowers;
- (c) the up to £191,235,395 interest bearing loan agreement dated 17 April 2014 and made between Silver Diamond TEHC24 S.à r.l. as lender and certain of the Chargors as borrowers;
- (d) a revolving facility agreement dated on or about the date of this Debenture and made between Gold Diamond D Cash Manager 2005 Ltd as lender and each other Chargor (except Silver Diamond TEHC24 S.à r.l.) as borrower; and
- (e) any other subordinated loan agreement between a member of the Group as debtor and a Chargor as lender.

"Investment" means all Shares, securities, certificates of deposit and other investments, all interests in collective investment schemes and partnerships and all warrants, options and rights to subscribe for any investment whether held directly by or to the order of any Chargor or by any trustee, nominee, custodian, fiduciary or clearance system on its behalf (including all rights against any such trustee, nominee, custodian, fiduciary or clearance system).

"JCT Design and Build Contract" means the agreement between BHL Hotel Company Ltd (now known as Green Agate D 2010 Limited) and Shepherd Construction Limited dated 4 January 2012.

"Marriott Agreement" means:

- (a) each hotel management agreement dated 21 April 2006 (or, in the case of the hotel management agreement relating to the Mortgaged Property owned by Rose Diamond E Leicester 2005 Limited, 6 June 2006) between Marriott Hotels Limited and a Chargor;
- (b) the hotel management agreement dated 7 January 2014 between Marriott Hotels Limited and Green Agate D 2010 Limited (together with the side letter thereto dated 7 January 2014);
- (c) each license and royalty agreement and each international services agreement entered into between International Hotel Licensing Company S.à r.l. or Global Hospitality Licensing S.à r.l. (as the case may be) and a Chargor;
- (d) the supplemental agreement dated 23 December 2011 and entered into between, amongst others, Marriott Hotels Limited, International Hotel Licensing Company S.à r.l. and certain of the Chargors;
- (e) the cash handling agreement relating to certain hotel management agreements and certain of the bank accounts dated 4 July 2013 and made between certain of the Chargors and Marriott Hotels Limited; and
- (f) the notional FF&E reserve letter agreement dated 10 March 2016 from the Marriott Hotels Limited to Silver Diamond TEHC24 S.à r.l..

"Mortgaged Property" means the freehold, heritable and leasehold property specified in Schedule 2 (*Mortgaged Property*).

"New PropCo" means each of Gold Diamond D Kensington 2013 Ltd, Gold Diamond D Swindon 2013 Limited, Gold Diamond D County Hall 2013 Ltd and Gold Diamond D Worsley Park 2013 Ltd.

"Obligors' Agent" means Silver Diamond TEHC24 S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated under Luxembourg law with registered office at 2C, rue Albert Borschette, L-1246 Luxembourg, Grand Duchy of Luxembourg and registered with the register of commerce and companies of Luxembourg under number B174.525 appointed to act as Obligors' Agent on behalf of each Obligor under the Facility Agreement.

"Outgoing PropCo Share" means any Relevant Share listed in Part B of Schedule 3 (*Relevant Shares*).

"Parent Company Guarantee" means the guarantee between Shepherd Building Group Limited and BHL Hotel Company Ltd (now known as Green Agate D 2010 Limited) dated 20 November 2013.

"Property Management Agreement" means the property management agreement dated 12 October 2011 made between each Chargor (other than Green Agate D 2010 Limited and Silver Diamond TEHC24 S.à r.l.) and Gerald Eve LLP.

"Real Property" means (including as provided in Clause 1.5 (*Real Property*)), the Mortgaged Property and any present or future freehold or leasehold or immovable property and any other interest in land or buildings and all rights relating thereto in which any Chargor has an interest.

"Receiver" means a receiver, receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Security Assets and that term will include any appointee made under a joint or several appointment.

"Registered Agent" means the registered agent of each BVI Company under section 91 of the Companies Act.

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale or rental of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

"Relevant Share" means any Share listed in Part A and Part B of Schedule 3 (*Relevant Shares*) and all of any Chargor's other present and future Shares in any member of the Group for the time being.

"Retention Bond" means the retention bond provided by HCC International Insurance Company Limited to BHL Hotel Company Ltd (now known as Green Agate D 2010 Limited) dated 13 January 2014, together with the letter amending the retention bond from HCC International Insurance Company Limited, dated 27 January 2014.

"Share Purchase Agreement" means the share purchase agreement in relation to the purchase of the issued shares of Wentworth Portfolio Company A Limited, Wentworth Portfolio Company B Limited and Wentworth Portfolio Company C Limited dated 15 February 2013 between, amongst others, Fawkes Holdings Limited (in receivership), acting by its joint administrative receivers Alan Bloom of Ernst &

Young LLP and Christopher Hill of Ernst & Young Limited as vendor and Silver Diamond TEHC24 S.à r.l. as purchaser.

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by an Obligor or by some other person) of each Obligor to the Secured Parties (or any of them) under each of the Finance Documents.

"Secured Parties" means the Security Trustee, the Facility Agent, any Receiver or Delegate, each Lender and each Mandated Lead Arranger from time to time party to the Facility Agreement.

"Security Period" means the period beginning on the date of this Debenture and ending on the date on which the Security Trustee is satisfied that the Secured Obligations have been irrevocably and unconditionally paid or discharged in full and no Finance Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to any Chargor or any other person under any of the Finance Documents.

"Settlement Agreement" means the settlement agreement between BHL Hotel Company Ltd (now known as Green Agate D 2010 Limited) and Shepherd Construction Limited dated 7 February 2014.

"Share" means any stock, share, debenture or other security.

"Warranty and Indemnity Insurance" means the warranty indemnity insurance in the name of Silver Diamond TEHC24 S.à r.l. in respect of the purchases effected under the Share Purchase Agreement and placed on 15 February 2013 (policy number AMB00161).

1.2 Terms defined in other Finance Documents

Unless defined in this Debenture, or the context otherwise requires, a term defined in the Facility Agreement or in any other Finance Document has the same meaning in this Debenture or any notice given under or in connection with this Debenture, as if all references in those defined terms to the Facility Agreement or other Finance Document were a reference to this Debenture or that notice.

1.3 Construction

Clauses 1.2 (*Construction*), 1.3 (*Luxembourg terms*), 1.4 (*Jersey terms*) and 1.5 (*Currency symbols and definitions*) of the Facility Agreement will apply as if incorporated in this Debenture or in any notice given under or in connection with this Debenture, as if all references in that Clause to the Facility Agreement were a reference to this Debenture or that notice.

1.4 Application of provisions in Facility Agreement

Clauses 1.6 (*Third party rights*), 8.3 (*Default interest*), 10.5 (*Break Costs*), 12 (*Tax Gross-Up and Indemnities*), 13 (*Increased Costs*), 14 (*Other Indemnities*), 16 (*Costs and Expenses*), 28.1 (*Assignments and transfers by Obligors*), 30.1 (*Trust*), 33

(*Payment mechanics*), 35 (*Notices*), 36.1 (*Accounts*), 36.2 (*Certificates and determinations*), 39 (*Amendments and Waivers*) and 44 (*Enforcement*) of the Facility Agreement are deemed to form part of this Debenture as if expressly incorporated into it and as if all references in those clauses to the Facility Agreement were references to this Debenture.

1.5 Real Property

A reference in this Debenture to a mortgage, assignment or charge of any freehold, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights.

1.6 Present and future assets

- (a) A reference in this Debenture to any Mortgaged Property, Charged Asset or other asset includes, unless the contrary intention appears, present and future Mortgaged Property, Charged Assets and other assets.
- (b) The absence of or incomplete details of any Charged Assets in any Schedule shall not affect the validity or enforceability of any Security under this Debenture.

1.7 Disposition of Property

The terms of the Facility Agreement and each other Finance Document and of any side letters between the Parties in relation to the Finance Documents are incorporated into this Debenture and each other Finance Document to the extent required for any purported disposition, or any agreement for the disposition, of any Real Property contained in any Finance Document to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.8 Fixed Security

Clauses 5.1 (*Mortgage*) to 5.3 (*Fixed charges*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment by way of security over each relevant asset within any particular class of assets defined under this Debenture and the failure to create an effective mortgage, fixed charge or assignment by way of security (whether arising out of this Debenture or any act or omission by any party) on any one asset shall not affect the nature of any mortgage, fixed charge or assignment imposed on any other asset whether within that same class of assets or not.

1.9 No obligation

The Security Trustee shall not be under any obligation in relation to the Charged Assets as a consequence of this Debenture and each Chargor shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of the Charged Assets.

2. COVENANT TO PAY

Each Chargor covenants with the Security Trustee (as trustee for the Secured Parties) that it shall, on demand of the Security Trustee, pay, discharge and satisfy the Secured Obligations in accordance with their respective terms and to indemnify the Secured Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Obligations in accordance with their respective terms (which indemnified sums shall be treated as Secured Obligations for the purposes of this Debenture).

3. COMMON PROVISIONS

3.1 Common provisions as to all Security

All the Security constituted by or pursuant to this Debenture is:

- (a) created with full title guarantee;
- (b) created in favour of the Security Trustee as trustee for the Secured Parties and the Security Trustee shall hold the benefit of this Debenture and the Security created by or pursuant to it on trust for the Secured Parties; and
- (c) continuing security for the payment and discharge of all the Secured Obligations.

4. REPRESENTATIONS

- (a) Each Chargor makes the representations and warranties set out in this Clause 4 to each Finance Party. Each of the representations and warranties set out in this Clause 4 are deemed to be made by each Chargor by reference to the facts and circumstances then existing on the date of this Deed, on the date of the Utilisation Request, on the Utilisation Date and on each Interest Payment Date.
- (b) The shares in the BVI Companies are fully paid and non-assessable.
- (c) The Obligors' Agent:
 - (i) is the sole legal and beneficial owner of the Relevant Shares (except for the Outgoing PropCo Shares); and
 - (ii) has good and marketable title to the Relevant Shares (except for the Outgoing PropCo Shares).
- (d) The New PropCos:
 - (i) are the sole legal and beneficial owners of the relevant Outgoing PropCo Shares; and
 - (ii) have good and marketable title to the relevant Outgoing PropCo Shares.
- (e) In the case of the Relevant Shares of a BVI Company, those Relevant Shares represent 100% of the shares issued by that BVI Company.

- (f) None of the BVI Companies has granted any warrants, options or other analogous rights to any person relating to shares issued by that chargor.
- (g) The Relevant Shares of each BVI Company are freely transferable on the books of the relevant BVI Company and no consents or approvals are required in order to register a transfer of those Shares.
- (h) The Relevant Shares in the BVI Companies are free from any Security except those created by this Debenture.
- (i) As at the date of this Debenture, no BVI Company has received any notice of any adverse claim by any person in respect of the ownership of any shares in it or any interest in it, nor has any acknowledgement been given to any person in respect of any shares in the relevant BVI Company.
- (j) As at the date of this Debenture, nothing has arisen or has been created or is outstanding which would be an overriding interest, or an unregistered interest which overrides first registration or registered dispositions, over the shares in the BVI Companies.

5. **FIXED SECURITY**

5.1 **Mortgage**

Each Chargor charges, by way of first legal mortgage, the Mortgaged Property (other than any Mortgaged Property located in Scotland).

5.2 **Assignment by way of Security**

Each Chargor assigns and agrees to assign absolutely (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 5.1 (*Mortgage*)) and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same, all of its right, title and interest from time to time in and to each of the following assets:

- (a) each Contract to which it is a party (or which otherwise benefits that Chargor) and all notices and other documents given under or in connection with the Contracts and all Related Rights;
- (b) each franchising agreement, hotel management agreement, asset management agreement, property management agreement, licensing agreement and each and any other agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting that Chargor in respect of the Real Property and all other Related Rights;
- (c) each of the Acquisition Documents and all notices and other documents given under or in connection with the Acquisition Documents and all Related Rights;
- (d) any sums paid or payable to or for the benefit of that Chargor arising from the letting, use or occupation of all or any part of any Real Property and all sums paid or payable and any other consideration given or to be given for the

disposal of an interest in all or part of any Real Property or of any shares in any person which owns or whose subsidiary owns all or any part of any Real Property and the right to make demand for and receive the same;

- (e) any policy of insurance in which that Chargor may at any time have an interest and all proceeds paid or payable to a Chargor thereunder and all other Related Rights;
- (f) book and other debts and monetary claims owing to it and any proceeds of those debts and claims (including any claims or sums of money deriving from or in relation to any court order or judgment, any contract or agreement to which any Chargor is a party and any other assets, property, rights or undertaking of that Chargor) and all Related Rights;
- (g) any master agreement, confirmation, transaction, schedule or other agreement entered into or to be entered into by that Chargor and a counterparty evidencing or relating to any swap, cap, floor, collar or option transaction or any other treasury transaction or any combination of the same or any other transaction entered into in connection with protection against or benefit from fluctuation or movement in interest or currency rates or in any other rate, index or return howsoever described and all proceeds paid or payable thereunder and all other Related Rights; and
- (h) the Assigned Loans, together with all Related Rights.

5.3 Fixed charges

Each Chargor charges (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 5.1 (*Mortgage*) or assigned pursuant to Clause 5.2 (*Assignment by way of Security*)) by way of first fixed charge all of its rights, title and interest from time to time in and to each of the following assets:

- (a) the Real Property and all Related Rights;
- (b) each Account and each account maintained by that Chargor in England and Wales and designated as a net operating income account, cash trap account, insurance proceeds account, disposal proceeds account, an owner's internal account, an owner's external account, a hedge collateral account, a hotel trading receipts account, a hotel operating account, a capital account, an FF&E reserve account, a hotel reserve account, an FF&E concentration account or an operating consolidation account (and in each case, its interest in any replacement account or sub-account or sub-division of that account) and the debt or debts represented thereby and all other Related Rights;
- (c) each of its accounts in England and Wales with any bank, building society, financial institution or other person (including any replacement account or sub-division or sub-account of that account) and the debt or debts represented thereby and all other Related Rights;

- (d) each Development Document to which it is a party (or otherwise benefitting the Chargor) and all notices and other documents given under or in connection with a Development Document and all Related Rights;
- (e) any master agreement, confirmation, transaction, schedule or other agreement entered into or to be entered into by any Chargor and a counterparty evidencing or relating to any swap, cap, floor, collar or option transaction or any other treasury transaction or any combination of the same or any other transaction entered into in connection with protection against or benefit from fluctuation or movement in interest or currency rates or any other rate, index or return howsoever described and all proceeds paid or payable thereunder and all Related Rights;
- (f) patents, trademarks, service marks, designs, business and trade names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests to which it is entitled, whether registered or unregistered, the benefit of all applications and its rights to use such assets and all Related Rights;
- (g) plant, machinery, office equipment, computers, vehicles, furniture, fittings and other chattels (excluding any for the time being forming part of any Chargor's stock-in-trade or work-in-progress) and all Related Rights;
- (h) the benefit of any authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration held in connection with its use of any Charged Asset;
- (i) goodwill and rights and claims in relation to its uncalled share capital;
- (j) rights to recover any VAT on any supplies made to it relating to the Charged Assets and any sums so recovered;
- (k) in respect of the Obligors' Agent only, the Relevant Shares (excluding the Outgoing PropCo Shares) and all dividends, interest and other moneys payable in respect of the Relevant Shares (excluding the Outgoing PropCo Shares) and all other Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise);
- (l) in respect of the New PropCos only, the Outgoing PropCo Shares and all dividends, interest and other moneys payable in respect of the Outgoing PropCo Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise);
- (m) Investments and all Related Rights (including all rights against any trustee, nominee, fiduciary or clearance system in respect of those Investments) to the extent not charged pursuant to (j) above; and
- (n) each of the assets which are specified in Clause 5.2 (*Assignment by way of Security*).

6. FLOATING CHARGE

6.1 Floating charge

- (a) Each Chargor charges, by way of first floating charge, all present and future assets and undertaking of that Chargor.
- (b) The floating charge created by paragraph (a) above shall be deferred in point of priority to all fixed Security validly and effectively created by that Chargor under the Finance Documents in favour of the Security Trustee (as trustee for the Secured Parties) as security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraph (a) above.

6.2 Conversion of floating charge to fixed Security

- (a) The Security Trustee may at any time, while this Debenture is enforceable in accordance with Clause 11 (*Enforcement of Security*), by notice to any Chargor convert the floating charge constituted under Clause 6.1 (*Floating charge*) with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge or which is specified in the notice.
- (b) In addition, without prejudice to any law which may have a similar effect, the floating charge constituted under Clause 6.1 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all assets the subject of the floating charge if:
 - (i) any Chargor creates or attempts to create any Security (other than any Security permitted under the terms of the Facility Agreement), over any of the Charged Assets;
 - (ii) an Event of Default is continuing under clause 25.9 (*Creditors' Process*) of the Facility Agreement in relation to any Chargor;
 - (iii) a Receiver is appointed over all or any of the Charged Assets;
 - (iv) a meeting is convened for the passing of a resolution for the voluntary winding-up of any Chargor;
 - (v) a petition is presented for the compulsory winding-up of any Chargor (excluding for this purpose any winding-up petition which the Facility Agent is satisfied is frivolous or vexatious and which is discharged, stayed or dismissed within fourteen days of commencement);
 - (vi) a provisional liquidator is appointed to any Chargor; or
 - (vii) a resolution is passed or an order is made for the dissolution or reorganisation of any Chargor,

or any analogous procedure or step is taken in any Relevant Jurisdiction.

6.3 Reconversion to a Floating Charge

Any floating charge which crystallises under Clause 6.2 (*Conversion of floating charge to fixed Security*) may by notice in writing given at any time by the Security Trustee to the Obligors' Agent be reconverted into a floating charge under Clause 6.1 (*Floating charge*) in relation to the assets specified in such notice.

6.4 Assets situated in Scotland

The floating charge created under this Debenture may not be converted into a fixed charge as regards any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising its powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion or conversion by notice.

7. PROVISIONS AS TO SECURITY AND PERFECTION

7.1 Negative pledge and restriction on dealings

Except where agreed in writing by the Security Trustee or as permitted under the Finance Documents, no Chargor will at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets.

7.2 Implied covenants for title

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to this Security.
- (b) It shall be implied in respect of this Security that each Chargor is disposing of the Charged Assets free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

7.3 Notices of Security: Insurance Policies

- (a) Promptly:
 - (i) upon the date of this Debenture, in relation to all Insurance Policies in existence on the date of this Debenture and the Warranty and Indemnity Insurance; or
 - (ii) if later, upon any Chargor entering into an Insurance Policy with any insurer,

each Chargor will give notice to all insurers party to any Insurance Policy or the Warranty Indemnity Insurance, of the Security constituted under this Debenture in respect of any such Insurance Policy or the Warranty Indemnity Insurance, such notices being in the form set out in Part A of Schedule 6 (*Notice of Security*).

- (b) Each Chargor will use reasonable endeavours to procure from each of the insurers and other persons referred to in paragraph (a) above an acknowledgement in the form set out in Part B of Schedule 6 (*Acknowledgement of Notice of Security*) or otherwise in the form set out in the relevant notice of assignment.

7.4 Notices of Security: Leases

- (a) Promptly upon the date of this Debenture, in relation to all Leases (other than a Lease in respect of Real Property located in Scotland) relating to the Real Property in existence on that date, and thereafter promptly upon any Chargor entering into a Lease (other than a Lease in respect of Real Property located in Scotland) with any person, each Chargor will prepare signed but undated notices in the form set out in Part A of Schedule 4 (*Notice of Security*) to all landlords, tenants and other persons which are parties to such Leases, of the Security constituted under this Debenture in respect of any such Lease and deliver those notices to the Security Trustee.
- (b) Following an Event of Default which is continuing, the Security Trustee may in its sole discretion date and serve the notices prepared and signed in accordance with paragraph (a) above on the relevant landlords, tenants and other persons.

7.5 Notice of Security: Control Accounts

- (a) Each Chargor will promptly upon the date of this Debenture in relation to each Control Account located in England and Wales and each other account maintained by it and located in England and Wales, or if later, upon the opening of any other Control Account or any other account (in each case, if located in England and Wales), give notice to the relevant bank, building society, financial institution or other person of the assignment constituted under this Debenture, the notice being in the form set out in Part A of Schedule 5 (*Notice of Security to Account Bank*).
- (b) Each Chargor will procure from the relevant Account Bank and use reasonable endeavours to procure from any other such bank, building society or other financial institution, an acknowledgement of receipt of such notice substantially in the form set out in Part B of Schedule 7 (*Acknowledgement of Security by Account Bank*).

7.6 Notice of Security: Assigned Loans

- (a) Each Chargor acknowledges the security granted under this Debenture over each Assigned Loan in respect of which it is a debtor.
- (b) Promptly:
 - (i) upon the date of this Debenture, in relation to all Assigned Loans in existence on the date of this Debenture (other than any Assigned Loan in respect of which a Chargor is the debtor); or
 - (ii) upon its entry into any such Assigned Loan if later,

each Chargor shall ensure delivery to the Security Trustee of notices of security in the form set out in Schedule 8 (*Assigned Loans*) (or in such other form as may be agreed by the Security Trustee) duly executed by or on behalf of each Chargor and acknowledged by the relevant third party in the form set out therein.

7.7 Notice of Security: Hedge Documents

Promptly upon the date of this Debenture, in relation to all Hedge Documents in existence on the date of this Debenture, or immediately upon the entry into of any such Hedge Document if later, each Chargor shall ensure delivery to the Security Trustee of notices of security in the form set out in Schedule 9 (*Hedge Documents*) (or in such other form as may be agreed by the Security Trustee) duly executed by or on behalf of each Chargor and shall use reasonable endeavours to obtain an acknowledgment from the relevant Counterparty in substantially the form set out therein.

7.8 Notices of Security: Contracts

(a) Promptly:

- (i) upon the date of this Debenture, in relation to each Contract to which it is a party; and
- (ii) upon the entry into of any franchising agreement, hotel management agreement, asset management agreement, property management agreement if later,

each Chargor shall ensure delivery to the Security Trustee of notices of security in the form set out in Schedule 13 (*Contracts*) (or in such other form as may be agreed by the Security Trustee) duly executed by or on behalf of each Chargor and acknowledged by the relevant third party in the form set out therein.

- (b) A Chargor may satisfy its obligations under paragraph (a) above by delivering to the Security Trustee a duty of care or non-disturbance agreement in an agreed form duly executed by the relevant third party and containing an acknowledgment from the relevant third party of the security created under this Debenture in respect of the relevant franchising agreement, management agreement, asset management agreement or property management agreement.

7.9 Notices of Security: other assets

Each Chargor will give notices of assignment or charge (in such form as may be specified by the Security Trustee) in respect of any asset (other than those specified in Clause 7.3 (*Notices of Security: Insurance Policies*), Clause 7.4 (*Notices of Security: Leases*) and Clause 7.5 (*Notices of Security: Control Accounts*) which is the subject of an assignment or charge pursuant to Clause 5 (*Fixed Security*) and including but not limited to any Development Document promptly upon the request of the Security Trustee from time to time and will use reasonable endeavours to procure from each

recipient of those notices, an acknowledgement in a form satisfactory to the Security Trustee.

7.10 Delivery of share certificates

Each Chargor shall:

- (a) on the date of this Debenture, deposit with the Security Trustee (or procure the deposit of) all certificates or other documents of title to the Relevant Shares (if any) and stock transfer forms (executed in blank by it or on its behalf) (in the case of the BVI Companies, in the form set out at Schedule 8 (*Form of Share Transfer*)); and
- (b) promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Relevant Shares (or upon acquiring any interest therein), notify the Security Trustee of that occurrence and procure the delivery to the Security Trustee of (a) all certificates or other documents of title representing such items (if any) and (b) such stock transfer forms or other instruments of transfer (executed in blank by it or on its behalf) in respect thereof as the Security Trustee may request.

7.11 Removal of directors of the BVI Companies

The Chargors shall procure that:

- (a) signed but undated letters of resignation from each director of each BVI Company in the form set out in Part I of Schedule 9 (*Directors' Letters*); and
- (b) signed and dated letters of authorisation from each director of each BVI Company in the form set out in Part II of Schedule 9 (*Directors' Letters*).

are delivered to the Security Trustee contemporaneously with the execution of this Debenture, and where any person is appointed as a director of a BVI Company after the execution of this debenture, the Chargors shall procure that they deliver such letters to the Security Trustee immediately after their appointment as a director.

7.12 Registered Agent

On the date of this Debenture, the BVI Companies shall execute and deliver to the Registered Agent an irrevocable letter of instruction in the form set out in Schedule 10 (*Form of Letter to Registered Agent*).

7.13 BVI Companies' obligations

Each BVI Company:

- (a) irrevocably waives:
 - (i) any first and paramount lien; and
 - (ii) any rights of forfeiture,

which it may have, now or in the future, under its constitutional documents, in relation to the Relevant Shares issued by it;

- (b) irrevocably consents to the transfer of the Relevant Shares issued by it pursuant to the enforcement by the Security Trustee of any of its rights under this Debenture;
- (c) shall not:
 - (i) register the transfer of any Relevant Share in it to any other person;
 - (ii) amend its memorandum of association or articles of association; or
 - (iii) change its Registered Agent,

in each case without the prior written consent of the Security Trustee for the duration of the Security Period.

7.14 Share Register

- (a) Each BVI Company shall maintain a single original share register at its registered office in the British Virgin Islands during the Security Period.
- (b) Each BVI Company shall:
 - (i) make a notation of this security in its share register under section 66(8) of the Companies Act;
 - (ii) promptly register any transfer of title to the Relevant Shares issued by it pursuant to any enforcement by the Security Trustee of its rights under this Debenture.
- (c) No BVI Company shall file a copy of its share register with the Registry of Corporate Affairs in the British Virgin Islands during the Security Period.

7.15 Deposit of title deeds

Each Chargor shall:

- (a) immediately upon the execution of this Debenture (and upon the acquisition by it of any interest in any Charged Assets at any time) deposit (or procure the deposit) with the Security Trustee all deeds, certificates and other documents constituting or evidencing title to the Charged Assets or arrange for them to be held, on the terms of an undertaking that is satisfactory to the Security Trustee, to the order of the Security Trustee by solicitors acting for the Chargors; and
- (b) deposit with the Security Trustee at any time thereafter any further such deeds, certificates, instruments of transfer and other documents, promptly upon coming into possession of any of those items or arrange for them to be held, on the terms of an undertaking that is satisfactory to the Security Trustee, to the order of the Security Trustee by solicitors acting for the Chargors.

7.16 Application to HM Land Registry

Each Chargor hereby consents to an application being made to HM Land Registry to enter the following restriction in the Proprietorship Register of any registered land at any time forming part of the Real Property.

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [•] in favour of Crédit Agricole Corporate and Investment Bank referred to in the charges register or their conveyancer."

7.17 Further advances

- (a) Subject to the terms of the Facility Agreement, each Lender is under an obligation to make further advances to each Chargor and that obligation will be deemed to be incorporated in this Debenture as if set out in this Debenture.
- (b) Each Chargor consents to an application being made to HM Land Registry to enter the obligation to make further advances on the Charges Register of any registered land forming part of the Charged Assets.

7.18 Assigned Loans

- (a) No Chargor shall take, or omit to take, any action which is reasonably likely to result in (a) the alteration or impairment of any rights under the Assigned Loans, (b) any default of any of its material obligations under any Inter-company Loan Agreement or in respect of any Assigned Loan, (c) any right to terminate any Inter-company Loan Agreement or any Assigned Loan becoming exercisable by any other party to that agreement, or (d) any counterclaims or rights of set-off arising under any Inter-company Loan Agreement or any Assigned Loan.
- (b) The Security Trustee shall not be under any obligation in relation to any Assigned Loan or any Inter-company Loan Agreement as a consequence of this Debenture and each Chargor shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of the Assigned Loans and each Inter-company Loan Agreement.
- (c) Each Chargor which is party to an Inter-company Loan Agreement hereby confirms its consent to each other Chargor which is party to that Inter-company Loan Agreement creating Security (including by way of assignment) over that Inter-company Loan Agreement pursuant to the terms of this Debenture.

8. FURTHER ASSURANCE

8.1 Further assurance

- (a) The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in paragraph (b) below.
- (b) Each Chargor shall promptly, at its own cost, do all such acts or execute all such documents (including assignments) and transfers, mortgages, standard securities, charges, notarisations, registrations, notices and instructions as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require) in favour of the Security Trustee or its nominee(s):
 - (i) to create, perfect, protect and/or maintain the Security created or intended to be created in respect of the Charged Assets in accordance with the rights vested in it under this Debenture (which may include the execution by that Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Assets) or for the exercise of any of the rights, powers and remedies of the Security Trustee provided by or pursuant to this Debenture or by law;
 - (ii) to confer on the Security Trustee Security over any asset or undertaking of that Chargor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to this Debenture (including, without limitation, if required by the Security Trustee after the date of this Debenture, Security (to be governed by New York law or otherwise) over the Fulcrum Asset Management Agreement); and/or
 - (iii) while an Event of Default is continuing, to facilitate the realisation of the Charged Assets.

8.2 Necessary action

Each Chargor shall take all such action as is available to it (including making all filings and registrations and applying for relief against forfeiture or irritancy) as may be necessary or as may reasonably be requested by the Security Trustee for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Security Trustee by or pursuant to this Debenture.

9. SHARES AND INVESTMENTS

9.1 Voting rights and dividends prior to an Event of Default

Prior to the occurrence of an Event of Default which is continuing, the relevant Chargor shall:

- (a) be entitled to receive all dividends, interest and other moneys arising from the Relevant Shares; and
- (b) exercise all voting rights and other rights in relation to the Relevant Shares.

9.2 Voting rights and dividends after an Event of Default

Upon the occurrence of an Event of Default which is continuing, the Security Trustee may, at its discretion, (in the name of the relevant Chargor or otherwise and without any further consent or authority from any Chargor):

- (a) exercise (or refrain from exercising) any voting rights in respect of the Relevant Shares;
- (b) apply all dividends, interest and other moneys arising from the Relevant Shares in accordance with Clause 15 (*Application of Moneys*);
- (c) transfer the Relevant Shares into the name of such nominee(s) of the Security Trustee as it shall require; and
- (d) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Relevant Shares, including the right, in relation to any company whose shares or other securities are included in the Relevant Shares, to concur or participate in:
 - (i) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof);
 - (ii) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
 - (iii) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

in each case in the manner and on the terms the Security Trustee thinks fit, and the proceeds of any such action shall form part of the Relevant Shares.

9.3 Shares: Voting rights

No Chargor shall exercise (and shall procure that any nominee acting on its behalf does not exercise) its voting rights in relation to the Relevant Shares or other Investments in any manner, or otherwise permit or agree to or concur or participate in any:

- (a) variation of the rights attaching to or conferred by all or any part of the Relevant Shares;
- (b) increase in the issued share capital of any company whose shares are charged pursuant to this Debenture, save where those further shares are immediately charged pursuant to this Debenture;
- (c) exercise, renunciation or assignment of any right to subscribe for any shares or securities; or
- (d) reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof), in relation to any company whose shares or other securities are included in the Relevant Shares,

which in the opinion of the Security Trustee (acting reasonably) would materially prejudice the ability of the Security Trustee to realise the security created by this Debenture, provided that the proceeds of any such action shall form part of the Relevant Shares.

9.4 Investments and Shares: Payment of calls

The relevant Chargor shall pay when due all calls or other payments which may be or may become due in respect of any of the Relevant Shares or other Investments, and in any case of default by it in such payment, the Security Trustee may, if it thinks fit, make such payment on its behalf in which case any sums paid by the Security Trustee shall be reimbursed by each Chargor to the Security Trustee within three (3) Business Days of written demand and shall carry interest from the date of demand by the Security Trustee until reimbursed at the rate from time to time applicable to unpaid sums specified in the Facility Agreement.

9.5 Shares: PSC notices

Each Chargor which is incorporated in the United Kingdom or which owns shares in a company incorporated in the United Kingdom shall:

- (a) within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 from the issuer of any Relevant Share or other Investment; and
- (b) promptly provide the Security Trustee with a copy of any such notice.

9.6 Investments: Exercise of rights

No Chargor shall exercise any of its rights and powers in relation to any of the Investments in any manner which would materially prejudice the ability of the Security Trustee to realise the Security created pursuant to this Debenture.

10. ACCOUNTS

The Security Trustee may, at any time on behalf of any Secured Party while this Debenture is enforceable in accordance with Clause 11 (*Enforcement of Security*), without prior notice:

- (a) set off, transfer or apply any Control Account and any other account which is the subject of the security created by this Debenture and any debt represented thereby in or towards satisfaction of all or any part of the Secured Obligations; and
- (b) demand and receive all and any moneys due under or arising out of each Control Account which has been assigned by this Debenture and exercise all rights that any Chargor was then entitled to exercise in relation to that Control Account or might, but for the terms of this Debenture, exercise.

11. ENFORCEMENT OF SECURITY

11.1 Enforcement

Any time after the occurrence of:

- (a) an Event of Default (as long as it is continuing); or
- (b) a request from any Chargor to the Security Trustee that it exercise any of its powers under this Debenture,

the Security created by or pursuant to this Debenture is immediately enforceable and the Security Trustee may, without notice to any Chargor or prior authorisation from any court, in its absolute discretion:

- (i) enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Assets (at the times in the manner and on the terms it thinks fit (including whether for cash or non-cash consideration)); and
- (ii) whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Debenture) on mortgagees and by this Debenture on any Receiver or otherwise conferred by law on mortgagees or Receivers.

11.2 Effect of Moratorium

The Security Trustee shall not be entitled to exercise its rights under Clause 11.1 (*Enforcement*) or Clause 6.2 (*Conversion of floating charge to fixed Security*) where the right arises as a result of an Event of Default occurring solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

12. EXTENSION OF POWERS AND RIGHT OF APPROPRIATION

12.1 Extension of powers

The power of sale or other disposal conferred on the Security Trustee and on any Receiver by this Debenture shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Debenture.

12.2 Restrictions

The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or to the exercise by the Security Trustee of its right to consolidate all or any of the security created by or pursuant to this Debenture with any other security in existence at any time or to its power of sale, which powers may be exercised by the Security Trustee without notice to any Chargor on or at any time after this Debenture has become enforceable in accordance with Clause 11 (*Enforcement of Security*).

12.3 Power of leasing

- (a) The statutory powers of leasing may be exercised by the Security Trustee at any time on or after this Debenture has become enforceable in accordance with Clause 11 (*Enforcement of Security*) and the Security Trustee and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with Sections 99 and 100 of the Law of Property Act 1925.
- (b) For the purposes of Sections 99 and 100 of the Law of Property Act 1925, the expression "Mortgagor" will include any incumbrancer deriving title under any Chargor and neither Sub-section (18) of Section 99 nor Sub-section (12) of Section 100 of the Law of Property Act 1925 will apply.
- (c) No Chargor shall have, at any time during the Security Period, the power pursuant to Section 99 of the Law of Property Act 1925, to make any Lease in respect of any Real Property without the prior written consent of the Security Trustee or as permitted pursuant to the terms of the Facility Agreement.

12.4 Right of appropriation

To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "**Regulations**") apply to a Charged Asset, the Security Trustee shall have the right to appropriate all or any part of that Charged Asset in or towards the payment or discharge of the Secured Obligations and may exercise such right to appropriate upon giving written notice to the Chargors on or at any time after this Debenture has become enforceable in accordance with Clause 11 (*Enforcement of Security*). For this purpose, a commercially reasonable method of valuing a Charged Asset shall be:

- (a) in the case of cash, the amount standing to the credit of each Control Account or to the credit of any other account with any bank, building society, financial

institution or otherwise, together with any accrued but unposted interest, at the time of appropriation; and

- (b) in the case of any Investments or Shares, their market value determined by the Security Trustee by reference to a public index, independent valuation or by such other process as the Security Trustee may select.

In each case, the parties agree that the method of valuation provided for this Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

13. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

13.1 Appointment and removal

After the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 11 (*Enforcement of Security*), the Security Trustee may by deed or otherwise (acting through an authorised officer of the Security Trustee):

- (a) without prior notice to any Chargor:
 - (i) appoint one or more persons to be a Receiver of the whole or any part of the Charged Assets; or
 - (ii) appoint two or more Receivers of separate parts of the Charged Assets; or
 - (iii) remove (so far as it is lawfully able) any Receiver so appointed; or
 - (iv) appoint another person(s) as an additional or replacement Receiver(s); or
 - (v) appoint one or more persons to be an administrator of any Chargor pursuant to paragraph 14 of Schedule B1 of the Insolvency Act 1986; and
- (b) following notice to any relevant Chargor, appoint one or more persons to be an administrator of any Chargor pursuant to paragraph 12 of Schedule B1 of the Insolvency Act 1986.

13.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 13.1 (*Appointment and removal*) shall be:

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver;
- (b) for all purposes deemed to be the agent of each Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Security Trustee; and

- (c) entitled to remuneration for his services at a rate to be fixed by the Security Trustee from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

13.3 Statutory powers of appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Trustee under the Law of Property Act 1925 (as extended by this Debenture) or otherwise and such powers shall remain exercisable from time to time by the Security Trustee in respect of any part of the Charged Assets.

14. POWERS OF RECEIVERS

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of any Chargor) have and be entitled to exercise, in relation to the Charged Assets (and any assets which, when got in, would be Charged Assets in respect of which he was appointed), and as varied and extended by the provisions of this Debenture (in the name of or on behalf of any Chargor or in his own name and, in each case, at the cost of that Chargor):

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees-in-possession and on receivers appointed under that Act;
- (b) all the powers of an administrative receiver set out in Schedule 1 and all the powers of a Scottish Receiver set out in Schedule 2 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which any Chargor itself could do or omit to do; and
- (d) the power to do all things (including bringing or defending proceedings in the name or on behalf of any Chargor) which seem to the Receiver to be incidental or conducive to:
 - (i) any of the functions, powers, authorities or discretions conferred on or vested in him;
 - (ii) the exercise of any rights, powers and remedies of the Security Trustee provided by or pursuant to this Debenture or by law (including realisation of all or any part of the assets in respect of which that Receiver was appointed); or
 - (iii) bringing to his hands any assets of any Chargor forming part of, or which when got in would be, Charged Assets.

15. APPLICATION OF MONEYS

All moneys received or recovered and any non-cash recoveries made or received by the Security Trustee or any Receiver pursuant to this Debenture or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied

first in the payment or other discharge of the costs, charges and expenses incurred and payments made by the Receiver, the payment or other discharge of his remuneration and the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by the Security Trustee (notwithstanding any purported appropriation by any Chargor) in accordance with the terms of the Facility Agreement.

16. PROTECTION OF PURCHASERS

16.1 Consideration

The receipt of the Security Trustee or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Assets or making any acquisition, the Security Trustee or any Receiver may do so for such consideration (whether cash or non-cash), in such manner and on such terms as it thinks fit.

16.2 Protection of purchasers

No purchaser or other person dealing with the Security Trustee or any Receiver shall be bound to inquire whether the right of the Security Trustee or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Security Trustee or such Receiver in such dealings.

17. POWER OF ATTORNEY

17.1 Appointment and powers

Each Chargor by way of security irrevocably appoints the Security Trustee and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on any Chargor by this Debenture or any other agreement binding on such Chargor to which the Security Trustee is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting and/or releasing the security created or intended to be created in respect of the Charged Assets) but which the relevant Chargor has failed to do on the date it is obliged to do so; and
- (b) enabling the Security Trustee and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Debenture or by law (including, after this Debenture has become enforceable in accordance with Clause 11 (*Enforcement of Security*), the exercise of any right of a legal or beneficial owner of the Charged Assets).

17.2 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

18. EFFECTIVENESS OF SECURITY

18.1 Continuing security

- (a) The Security created by or pursuant to this Debenture shall remain in full force and effect as a continuing security for the Secured Obligations until the end of the Security Period.
- (b) Until the end of the Security Period, no part of the Security from time to time intended to be constituted by this Debenture will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

18.2 Cumulative rights

The Security created by or pursuant to this Debenture shall be cumulative, in addition to and independent of every other Security which the Security Trustee or any Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security. No prior Security held by the Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Assets shall merge into the Security constituted by this Debenture.

18.3 No prejudice

The Security created by or pursuant to this Debenture shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to each Chargor or any other person, by the Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Trustee holds the security or by any other thing which might otherwise prejudice that Security.

18.4 Remedies and Waivers

No failure on the part of the Security Trustee to exercise, nor any delay on its part in exercising, any right, power or remedy under this Debenture, shall operate as a waiver of that right, power or remedy or constitute an election to affirm this Debenture. No election to affirm this Debenture on the part of the Security Trustee shall be effective unless it is in writing. The rights, powers and remedies provided in this Debenture are cumulative and not exclusive of any provided by law. No single or partial exercise of any right, power or remedy shall preclude any further or other exercise of that or any other right or remedy.

18.5 No liability

None of the Security Trustee, its nominee(s) nor any Receiver shall be liable:

- (a) to account as a mortgagee or mortgagee in possession; or

- (b) for any loss arising by reason of taking any action permitted by this Debenture or any neglect or default in connection with the Charged Assets or taking possession of or realising all or any part of the Charged Assets,

except in the case of gross negligence or wilful default upon its part.

18.6 Partial invalidity

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Debenture nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Debenture is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

18.7 Waiver of defences

The obligations of, and the Security created by, each Chargor under this Debenture and the rights and remedies provided by this Debenture will not be affected by any act, omission, matter or thing which, but for this Clause 18.7, would reduce, release or prejudice any of its obligations under, or the Security created by, this Debenture and whether or not known to that Chargor or any Secured Party including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of a Finance Document or any other document or security or of the Secured Obligations (including, without limitation, any change in the purpose of, any extension of, or any variation or increase in any facility or amount made available under any facility or the addition of any new facility under any Finance Document or other documents);
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security or of the Secured Obligations; and

- (g) any insolvency or similar proceedings.

18.8 Chargor intent

Without prejudice to the generality of Clause 18.7 (*Waiver of defences*), each Chargor expressly confirms that it intends that the Security created under this Debenture and the rights and remedies arising thereunder, shall extend from time to time to any (however fundamental and of whatsoever nature, and whether or not more onerous) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

18.9 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any other person before claiming from any Chargor under this Debenture. This waiver applies irrespective of any law or any provision of this Debenture to the contrary.

18.10 Deferral of rights

Until the end of the Security Period, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Debenture:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any guarantor of any Obligor's obligations under this Debenture;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Secured Parties under this Debenture or of any other guarantee or Security taken pursuant to, or in connection with, this Debenture by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Obligor has given a guarantee, undertaking or indemnity under any Finance Document;
- (e) to exercise any right of set-off against any Obligor; or
- (f) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

If each Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution on trust for the Security Trustee to

the extent necessary to enable all amounts which may be or become payable to any Secured Party by the Chargors under or in connection with this Debenture to be repaid in full and shall promptly pay or transfer the same to the Security Trustee or as the Security Trustee may direct for application in accordance with Clause 15 (*Application of Moneys*).

19. PRIOR SECURITY INTERESTS

- (a) In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Charged Assets or in case of exercise by the Security Trustee or any Receiver of any power of sale under this Debenture, the Security Trustee may redeem such prior Security or procure the transfer thereof to itself.
- (b) The Security Trustee may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on each Chargor.
- (c) All principal moneys, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by each Chargor to the Security Trustee on demand together with accrued interest thereon as well as before judgment at the rate from time to time applicable to unpaid sums specified in the Facility Agreement from the time or respective times of the same having been paid or incurred until payment thereof (as well as after as before judgment).

20. SUBSEQUENT SECURITY INTERESTS

If the Security Trustee acting in its capacity as trustee or otherwise or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security, assignment or transfer affecting all the Charged Assets or any part of the Charged Assets which is prohibited by the terms of any Finance Document, all payments thereafter by or on behalf of that Chargor to the Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Secured Parties will (in the absence of any express contrary appropriation by that Chargor) be credited or treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received.

21. SUSPENSE ACCOUNTS

All moneys received, recovered or realised by the Security Trustee under this Debenture (including the proceeds of any conversion of currency) may (if insufficient to discharge the Secured Obligations) in the discretion of the Security Trustee be credited to any interest bearing suspense or impersonal account(s) maintained with a bank, building society, financial institution or other person as it considers appropriate (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Security Trustee's discretion, in or towards the discharge of any of the Secured Obligations and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above.

22. RELEASE OF SECURITY

22.1 Release of Security

Upon the expiry of the Security Period, the Security Trustee shall, at the request and cost of each Chargor, release and cancel the security constituted by this Debenture and procure the reassignment to that Chargor of the property and assets assigned to the Security Trustee pursuant to this Debenture, in each case without recourse to, or any representation or warranty by, the Security Trustee or any of its nominees.

22.2 Clawback

If the Security Trustee considers that any amount paid or credited to any Secured Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of each Chargor under this Debenture and the Security constituted by that document will continue and such amount will not be considered to have been irrevocably discharged.

23. SET-OFF

Each Chargor authorises the Security Trustee (but the Security Trustee shall not be obliged to exercise such right), after the occurrence of an Event of Default which is continuing, to set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Security Trustee to each Chargor and apply any credit balance to which each Chargor is entitled on any account with the Security Trustee in accordance with Clause 15 (*Application of Moneys*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account).

24. DISCRETION AND DELEGATION

24.1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Debenture by the Security Trustee or any Receiver may, subject to the terms and conditions of the Facility Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

24.2 Delegation

Each of the Security Trustee and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Debenture (including the power of attorney) on such terms and conditions as it shall see fit (acting reasonably) which delegation shall not preclude either the subsequent exercise any subsequent delegation or any revocation of such power, authority or discretion by the Security Trustee or the Receiver itself.

25. SUCCESSORS

This Debenture shall remain in effect despite any amalgamation or merger (however effected) relating to the Security Trustee, and references to the Security Trustee shall include any transferee, assignee or successor in title of the Security Trustee and any person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Security Trustee under this Debenture or to which, under such laws, those rights and obligations have been transferred.

26. GOVERNING LAW

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

27. JURISDICTION

27.1 Jurisdiction of English courts

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Debenture) (a "**Dispute**").

27.2 Convenient forum

Each Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly that no Chargor will argue to the contrary.

27.3 Exclusive jurisdiction

Notwithstanding Clause 27.1 (*Jurisdiction of English courts*), the Security Trustee may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Trustee may take concurrent proceedings in any number of jurisdictions.

THIS DEBENTURE has been executed as, and is intended to take effect as, a deed by each Chargor and has been signed by the Security Trustee on the date written on the first page of this Debenture.

SCHEDULE 1
CHARGORS

	Chargors	Registered no.	Jurisdiction
1.	Green Agate D 2010 Limited	106815	Jersey
2.	Gold Diamond D Kensington 2013 Ltd	BVI company number 1792002; UK company number FC031715	The British Virgin Islands
3.	Gold Diamond D Swindon 2013Ltd	BVI company number 1792039; UK company number FC031717	The British Virgin Islands
4.	Gold Diamond D County Hall 2013Ltd	BVI company number 1792050; UK company number FC031713	The British Virgin Islands
5.	Gold Diamond D Worsley Park 2013Ltd	BVI company number 1792017; UK company number FC031716	The British Virgin Islands
6.	Rose Diamond D Leicester 2005 Ltd	UK company number 05374151	England
7.	Gold Diamond D Aberdeen 2005 Ltd	BVI company number 1064146; UK company number FC026279	The British Virgin Islands
8.	Gold Diamond D Birmingham 2005 Ltd	BVI company number 1064152; UK company number FC026280	The British Virgin Islands
9.	Gold Diamond D Bournemouth 2005 Ltd	BVI company number 1064151; UK company number FC026281	The British Virgin Islands
10.	Gold Diamond D Cardiff 2005 Ltd	BVI company number 1064198; UK company number FC026282	The British Virgin Islands
11.	Gold Diamond D Edinburgh 2005 Ltd	BVI company number 1064155; UK company number FC026283	The British Virgin Islands
12.	Gold Diamond D Newcastle Gosforth Park 2005 Ltd	BVI company number 1064199; UK company number FC026284	The British Virgin Islands
13.	Gold Diamond D Liverpool City Centre 2005	BVI company number	The British Virgin

	Chargors	Registered no.	Jurisdiction
	Ltd	1064089; UK company number FC026287	Islands
14.	Gold Diamond D Heathrow 2005 Ltd	BVI company number 1064201; UK company number FC026288	The British Virgin Islands
15.	Gold Diamond D Manchester Airport 2005 Ltd	BVI company number 1064090; UK company number FC026289	The British Virgin Islands
16.	Gold Diamond D Newcastle MetroCentre 2005 Ltd	BVI company number 1064115; UK company number FC026286	The British Virgin Islands
17.	Gold Diamond D Peterborough 2005 Ltd	BVI company number 1064186; UK company number FC026291	The British Virgin Islands
18.	Gold Diamond D Portsmouth 2005 Ltd	BVI company number 1064188; UK company number FC026292	The British Virgin Islands
19.	Gold Diamond D Sunderland 2005 Ltd	BVI company number 1064088; UK company number FC026298	The British Virgin Islands
20.	Gold Diamond D Swansea 2005 Ltd	BVI company number 1064190; UK company number FC026299	The British Virgin Islands
21.	Gold Diamond D Waltham Abbey 2005 Ltd	BVI company number 1064191; UK company number FC026306	The British Virgin Islands
22.	Gold Diamond D York 2005 Ltd	BVI company number 1064193; UK company number FC026307	The British Virgin Islands
23.	Gold Diamond D Bexleyheath 2005 Ltd	BVI company number 1064194; UK company number FC026308	The British Virgin Islands
24.	Gold Diamond D Bristol City Centre 2005 Ltd	BVI company number 1064157; UK company number FC026290	The British Virgin Islands

	Chargors	Registered no.	Jurisdiction
25.	Gold Diamond D Bristol 2005 Ltd	BVI company number 1064159; UK company number FC026293	The British Virgin Islands
26.	Gold Diamond D Durham 2005 Ltd	BVI company number 1064166; UK company number FC026296	The British Virgin Islands
27.	Gold Diamond D Glasgow 2005 Ltd	BVI company number 1064173; UK company number FC026297	The British Virgin Islands
28.	Gold Diamond D Huntingdon 2005 Ltd	BVI company number 1064168; UK company number FC026301	The British Virgin Islands
29.	Gold Diamond D Leeds 2005 Ltd	BVI company number 1064171; UK company number FC026303	The British Virgin Islands
30.	Gold Diamond D Maida Vale 2005 Ltd	BVI company number 1064175; UK company number FC026304	The British Virgin Islands
31.	Gold Diamond D Marble Arch 2005 Ltd	BVI company number 1064176; UK company number FC026309	The British Virgin Islands
32.	Gold Diamond D Northampton 2005 Ltd	BVI company number 1064205; UK company number FC026310	The British Virgin Islands
33.	Gold Diamond D Preston 2005 Ltd	BVI company number 1064206; UK company number FC026311	The British Virgin Islands
34.	Gold Diamond D Regents Park 2005 Ltd	BVI company number 1064207; UK company number FC026312	The British Virgin Islands
35.	Gold Diamond D Slough 2005 Ltd	BVI company number 1064116; UK company number FC026315	The British Virgin Islands
36.	Gold Diamond D Breadsall Priory 2005 Ltd	BVI company number 1064122; UK company number	The British Virgin Islands

	Chargors	Registered no.	Jurisdiction
		FC026316	
37.	Gold Diamond D Dalmahoy 2005 Ltd	BVI company number 1064119; UK company number FC026317	The British Virgin Islands
38.	Gold Diamond D Forest of Arden 2005 Ltd	BVI company number 1064124; UK company number FC026318	The British Virgin Islands
39.	Gold Diamond D Hollins Hall 2005 Ltd	BVI company number 1064126; UK company number FC026319	The British Virgin Islands
40.	Gold Diamond D Meon Valley 2005 Ltd	BVI company number 1064129; UK company number FC026320	The British Virgin Islands
41.	Gold Diamond D St. Pierre 2005 Ltd	BVI company number 1064127; UK company number FC026321	The British Virgin Islands
42.	Gold Diamond D Sprowston Manor 2005 Ltd	BVI company number 1064133; UK company number FC026322	The British Virgin Islands
43.	Gold Diamond D Tudor Park 2005 Ltd	BVI company number 1064131; UK company number FC026323	The British Virgin Islands
44.	Gold Diamond D Cash Manager 2005 Ltd	BVI company number 1064200; UK company number FC026285	The British Virgin Islands
45.	Silver Diamond TEHC24 S.à r.l., a private limited liability company (<i>société à responsabilité limitée</i>) incorporated under Luxembourg law with registered office at 2C, rue Albert Borschette, L-1246 Luxembourg, Grand Duchy of Luxembourg	B 174.525	Luxembourg

SCHEDULE 2
MORTGAGED PROPERTY

No.	Property Description	Title Number	Jurisdiction
1.	The London Edition, 10 Berners St, Fitzrovia, London W1T 3NP	LN112332	England
2.	London County Hall Marriott Hotel, Westminster Bridge Road, London, SE1 7PB	TGL122463, TGL135415	England
3.	London Heathrow Marriott Hotel, Bath Road, Middlesex, UB3 5AN	NGL522850	England
4.	London Kensington Marriott Hotel, 147 Cromwell Road, Kensington, London, SW5 0TH	BGL62395, BGL36616	England
5.	London Maida Vale Marriott Hotel, Plaza Parade, Maida Vale, London, NW6 5RP	NGL622120	England
6.	London Marble Arch Marriott Hotel, 134 George Street, London, W1H 5DN	NGL299670, NGL858423	England
7.	London Regents Park Marriott Hotel, 128 King Henry's Road, London NW3 3ST	NGL240940	England
8.	Tudor Park Marriott Hotel & Country Club, Ashford Road, Bearsted, Maidstone, Kent, ME14 4NQ	K444134	England
9.	Bexleyheath Marriott Hotel, 1 Broadway, Bexleyheath, Kent, DA6 7JZ	SGL659785	England
10.	Waltham Abbey Marriott Hotel, Old Shire Lane, Waltham Abbey, Essex, EN9 3LX	EX551575, EX330081, EX747696	England
11.	Meon Valley Marriott Hotel & Country Club, Shedfield, Nr Southampton, Hampshire, SO32 2HQ	HP659834, HP398663, HP492365	England
12.	Bournemouth Highcliff Marriott Hotel, St Michael's Road, West Cliff, Bournemouth, BH2 5DU	DT118960, DT164340, DT164341, DT147340, DT163669, DT330566	England
13.	Portsmouth Marriott Hotel, North Harbour, Portsmouth, Hampshire, PO6 4SH	HP157070	England
14.	Slough Windsor Marriott Hotel, Ditton Road, Langley, Slough, Berkshire SL3 8PT	BK323970	England
15.	St Pierre Marriott Hotel & Country Club, St Pierre Park, Chepstow, NP16 6YA	CYM168722, WA504174, CYM223823	Wales

No.	Property Description	Title Number	Jurisdiction
16.	Bristol City Centre Marriott Hotel, 2 Lower Castle Street, Bristol, BS1 3AD	AV35733, AV93227	England
17.	Car Park, 1 Cathedral Square, Bristol BS1 5DL	BL141708	England
18.	Bristol Royal Marriott Hotel, College Green, Bristol, BS1 5TA	AV57702, AV54624, AV205376, AV224902	England
19.	Cardiff Marriott Hotel, Mill Lane, Cardiff, CR10 1EZ	WA586759, CYM72738	Wales
20.	Swansea Marriott Hotel, Maritime Quarter, Swansea, SA1 3SS	WA531967	Wales
21.	Swindon Marriott Hotel, Piper's Way, Swindon, Wiltshire, SN3 1SH	WT115687, WT85398	England
22.	Sprowston Manor Marriott Hotel & Country Club, Sprowston Park, Wroxham Road, Norwich, Norfolk NR7 8RP	NK283668, NK96167, NK293175, NK196507	England
23.	Huntingdon Marriott Hotel, Kingfisher Way, Hinchingsbrooke Business Park, Huntingdon, Cambridgeshire PE29 6FL	CB191308	England
24.	Peterborough Marriott Hotel, Peterborough Business Park, Lynch Wood, Peterborough, PE2 6GB	CB107249	England
25.	Breadsall Priory Marriott Hotel & Country Club, Moor Road, Morley, Nr Derby, Derbyshire, DE7 6DL	DY162753, DY162754, DY161691, DY160917, DY126433	England
26.	Forest of Arden Marriott Hotel & Country Club, Maxstone Lane, Meriden, Warwickshire, CV7 7HR	WK396913, WK972617 (fishing lodge)	England
27.	Birmingham Marriott Hotel, 12 Hagley Road, Fiveways, Birmingham, B16 8SJ	WM333223	England
28.	Northampton Marriott Hotel, Eagle Drive, Northampton, NN4 7HW	NN133140, NN147305	England
29.	Leicester Marriott Hotel, Smith Way, Grove Park, Enderby, Leicester, LE19 1SW	LT322035	England
30.	Hollins Hall Marriott Hotel & Country Club, Hollins Hill, Baildon, Shipley, Bradford, West Yorkshire, BD17 7QW	WYK226361 WYK603227 WYK468415 WYK603225 WYK707562 WYK603232	England

No.	Property Description	Title Number	Jurisdiction
31.	Worsley Park Marriott Hotel & Country Club, Worsley Park, Manchester, M28 2QT	GM827751	England
32.	Liverpool City Centre Marriott Hotel, One Queen Square, Liverpool, Merseyside, L1 1RH	MS429070 MS430439	England
33.	Manchester Airport Marriott Hotel, Hale Road, Hale Barns, Cheshire, WA15 8XW	GM870009 GM870010 GM870011	England
34.	Leeds Marriott Hotel, 4 Trevelyan Square, Boar Lane, Leeds, LS1 6ET	WYK553151	England
35.	Preston Marriott Hotel, Garstang Road, Broughton, Preston, Lancashire, PR3 5JB	LA422514	England
36.	Durham Royal County Marriott Hotel, Old Elvet, Durham, DH1 3JN	DU172617 DU194445 DU193026	England
37.	Newcastle Gosforth Park Marriott Hotel, High Gosforth Park, Newcastle upon Tyne, NE3 5HN	TY237356	England
38.	Newcastle Metrocentre Marriott Hotel, Metrocentre, Gateshead, Tyne & Wear, NE11 9XF	TY388297	England
39.	Sunderland Marriott Hotel, Queens Parade, Seaburn, Sunderland, SR6 8DB	TY268446	England
40.	York Marriott Hotel, Tadcaster Road, Dringhouses, York, YO24 1QQ	NYK114405	England
41.	Dalmahoy Hotel & Country Club, Kirknewton, Edinburgh, Midlothian, EH27 8EB	MID87484, MID87133	Scotland
42.	Aberdeen Marriott Hotel, Overton Circle, Aberdeen, Aberdeenshire, AB21 7AZ	ABN 84569	Scotland
43.	Edinburgh Marriott Hotel, 111 Glasgow Road, Edinburgh, Midlothian, EH12 8NF	MID86683	Scotland
44.	Glasgow Marriott Hotel, 500 Argyle Street, Anderston, Glasgow, G3 8RR	GLA66270	Scotland

**SCHEDULE 3
RELEVANT SHARES**

**PART A
Obligors' Agent Shares**

1.	17,491,986 ordinary shares of £1 each fully paid in Gold Diamond D Kensington 2013 Ltd
2.	2,859,561 ordinary shares of £1 each fully paid in Gold Diamond D Swindon 2013 Ltd
3.	18,222,086 ordinary shares of £1 each fully paid in Gold Diamond D County Hall 2013 Ltd
4.	3,224,611 ordinary shares of £1 each fully paid in Gold Diamond D Worsley Park 2013 Ltd
5.	8,358,443 ordinary shares of £1 each fully paid in Rose Diamond D Leicester 2005 Ltd
6.	4,875,591 ordinary shares of £1 each fully paid in Gold Diamond D Aberdeen 2005 Ltd
7.	90,298 ordinary shares of £1 each fully paid in Gold Diamond D Birmingham 2005 Ltd
8.	2,949,435 ordinary shares of £1 each fully paid in Gold Diamond D Bournemouth 2005 Ltd
9.	3,310,589 ordinary shares of £1 each fully paid in Gold Diamond D Cardiff 2005 Ltd
10.	3,370,782 ordinary shares of £1 each fully paid in Gold Diamond D Edinburgh 2005 Ltd
11.	1,926,165 ordinary shares of £1 each fully paid in Gold Diamond D Newcastle Gosforth Park 2005 Ltd
12.	1,354,338 ordinary shares of £1 each fully paid in Gold Diamond D Liverpool City Centre 2005 Ltd
13.	18,810,123 ordinary shares of £1 each fully paid in Gold Diamond D Heathrow 2005 Ltd
14.	3,092,392 ordinary shares of £1 each fully paid in Gold Diamond D Manchester Airport 2005 Ltd
15.	2,016,454 ordinary shares of £1 each fully paid in Gold Diamond D Newcastle MetroCentre 2005 Ltd
16.	2,407,704 ordinary shares of £1 each fully paid in Gold Diamond D Peterborough 2005 Ltd
17.	2,678,570 ordinary shares of £1 each fully paid in Gold Diamond D Portsmouth 2005 Ltd
18.	421,356 ordinary shares of £1 each fully paid in Gold Diamond D Sunderland 2005 Ltd
19.	1,805,780 ordinary shares of £1 each fully paid in Gold Diamond D Swansea 2005 Ltd
20.	1,565,011 ordinary shares of £1 each fully paid in Gold Diamond D Waltham Abbey 2005 Ltd
21.	3,822,225 ordinary shares of £1 each fully paid in Gold Diamond D York 2005 Ltd
22.	2,016,454 ordinary shares of £1 each fully paid in Gold Diamond D Bexleyheath 2005 Ltd
23.	3,762,032 ordinary shares of £1 each fully paid in Gold Diamond D Bristol City Centre 2005 Ltd
24.	6,952,227 ordinary shares of £1 each fully paid in Gold Diamond D Bristol 2005 Ltd
25.	1,685,396 ordinary shares of £1 each fully paid in Gold Diamond D Durham 2005 Ltd
26.	4,965,879 ordinary shares of £1 each fully paid in Gold Diamond D Glasgow 2005 Ltd
27.	2,136,838 ordinary shares of £1 each fully paid in Gold Diamond D Huntingdon 2005 Ltd
28.	4,168,331 ordinary shares of £1 each fully paid in Gold Diamond D Leeds 2005 Ltd

29.	10,292,903 ordinary shares of £1 each fully paid in Gold Diamond D Maida Vale 2005 Ltd
30.	5,026,072 ordinary shares of £1 each fully paid in Gold Diamond D Marble Arch 2005 Ltd
31.	1,775,684 ordinary shares of £1 each fully paid in Gold Diamond D Northampton 2005 Ltd
32.	2,588,281 ordinary shares of £1 each fully paid in Gold Diamond D Preston 2005 Ltd
33.	19,381,950 ordinary shares of £1 each fully paid in Gold Diamond D Regents Park 2005 Ltd
34.	8,366,748 ordinary shares of £1 each fully paid in Gold Diamond D Slough 2005 Ltd
35.	1,324,241 ordinary shares of £1 each fully paid in Gold Diamond D Breadsall Priory 2005 Ltd
36.	2,377,608 ordinary shares of £1 each in Gold Diamond D Dalmahoy 2005 Ltd
37.	5,808,572 ordinary shares of £1 each fully paid in Gold Diamond D Forest of Arden 2005 Ltd
38.	481,548 ordinary shares of £1 each fully paid in Gold Diamond D Hollins Hall 2005 Ltd
39.	120,394 ordinary shares of £1 each fully paid in Gold Diamond D Meon Valley 2005 Ltd
40.	1,956,261 ordinary shares of £1 each fully paid in Gold Diamond D St. Pierre 2005 Ltd
41.	361,164 ordinary shares of £1 each fully paid in Gold Diamond D Sprowston Manor 2005 Ltd
42.	1,113,568 ordinary shares of £1 each fully paid in Gold Diamond D Tudor Park 2005 Ltd
43.	119 ordinary shares of £1 each fully paid in Gold Diamond D Cash Manager 2005 Ltd

PART B
Outgoing Propco Shares

1.	610 ordinary shares of £1 in Gold Diamond E Swindon 2005 Ltd
2.	18,027,622 ordinary shares of £1 in Gold Diamond E County Hall 2005 Ltd
3.	150 ordinary shares of £1 in Gold Diamond E Worsley Park 2005 Ltd

**SCHEDULE 4
ACCOUNTS**

Obligor	Account Name	Account Bank	Account Details
Gold Diamond D Cash Manager 2005 Ltd	Net Operating Income Account	Crédit Agricole Corporate and Investment Bank, London Branch	[REDACTED]
Gold Diamond D Cash Manager 2005 Ltd	Cash Trap Account	Crédit Agricole Corporate and Investment Bank, London Branch	[REDACTED]
Gold Diamond D Cash Manager 2005 Ltd	Disposal Proceeds Account	Crédit Agricole Corporate and Investment Bank, London Branch	[REDACTED]
Gold Diamond D Cash Manager 2005 Ltd	Insurance Proceeds Account	Crédit Agricole Corporate and Investment Bank, London Branch	[REDACTED]
Gold Diamond D Cash Manager 2005 Ltd	Hedge Collateral Account (CACIB)	Crédit Agricole Corporate and Investment Bank, London Branch	[REDACTED]
Gold Diamond D Cash Manager 2005 Ltd	Hedge Collateral Account (HSBC)	Crédit Agricole Corporate and Investment Bank, London Branch	[REDACTED]
Gold Diamond D Cash Manager 2005 Ltd	Owner's External Account (General Account)	JPMorgan Chase Bank N.A., London Branch	[REDACTED]
Gold Diamond D Cash Manager 2005 Ltd	Owner's Internal Account (General Account)	JPMorgan Chase Bank N.A., London Branch	[REDACTED]
Gold Diamond D Cash Manager 2005 Ltd	FF&E Concentration Account	JPMorgan Chase Bank N.A., London Branch	[REDACTED]
Gold Diamond D Cash Manager 2005 Ltd	Operating Consolidation Account	JPMorgan Chase Bank N.A., London Branch	[REDACTED]
Green Agate D 2010 Limited	Hotel Operating Account	Barclays Bank PLC, London Branch	[REDACTED]
Gold Diamond D Aberdeen 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]

Obligor	Account Name	Account Bank	Account Details
Gold Diamond D Birmingham 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Bournemouth 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Cardiff 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Edinburgh 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Newcastle Gosforth Park 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Kensington 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Liverpool City Centre 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Heathrow 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Manchester Airport 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Newcastle MetroCentre 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Peterborough 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Portsmouth 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Sunderland 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Swansea 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Swindon 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]

Obligor	Account Name	Account Bank	Account Details
Gold Diamond D Waltham Abbey 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D York 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Bexleyheath 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Bristol City Centre 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Bristol 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D County Hall 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Durham 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Glasgow 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Huntingdon 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Leeds 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Maida Vale 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Marble Arch 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Northampton 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Preston 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Regents Park 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Slough 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D	Hotel Trading	Royal Bank of Scotland	[REDACTED]

Obligor	Account Name	Account Bank	Account Details
Breadsall Priory 2005 Ltd	Receipts Account	Plc, London Branch	[REDACTED]
Gold Diamond D Forest of Arden 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Hollins Hall 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Meon Valley 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D St. Pierre 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Sprowston Manor 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Tudor Park 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Worsley Park 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Rose Diamond E Leicester 2005 Ltd	Hotel Trading Receipts Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]
Gold Diamond D Dalmahoy 2005 Ltd	Hotel Operating Account	Royal Bank of Scotland Plc, London Branch	[REDACTED]

SCHEDULE 5
DEVELOPMENT DOCUMENTS

PART I
COLLATERAL WARRANTIES

Collateral Warranty	Parties	Date
Collateral Warranty – Mechanical Electrical and Plumbing	1. BHL Hotel Company Ltd 2. Shepherd Construction Limited 3. Shepherd Engineering Services Limited	Undated
Collateral Warranty – Acoustic Slab to Function Room	1. BHL Hotel Company Ltd 2. Shepherd Construction Limited 3. Mason UK Limited	Undated
Collateral Warranty – Supply and Installation of Secondary Glazing	1. BHL Hotel Company Ltd 2. Shepherd Construction Limited 3. Granada Secondary Glazing Limited	Undated
Collateral Warranty – Steelwork and Metalwork	1. BHL Hotel Company Ltd 2. Shepherd Construction Limited 3. Ermine Engineering Company Limited	Undated
Collateral Warranty – 2 Passenger Lifts, 2 Services Lift and 1 Trash Lift	1. BHL Hotel Company Ltd 2. Shepherd Construction Limited 3. Schindler Limited	Undated
Collateral Warranty – Formation of Riser Holes through re-enforced Concrete 7 th and 8 th floors	1. BHL Hotel Company Ltd 2. Shepherd Construction Limited 3. Coffey Construction Limited	Undated
Collateral Warranty – Staircase and Balustrades	1. BHL Hotel Company Ltd 2. Shepherd Construction Limited 3. Metallic Fabrications Limited	14 May 2013
Collateral Warranty - Glass Partition and Door to Function Room	1. BHL Hotel Company Ltd 2. Shepherd Construction Limited 3. Optima Contracting Limited	Undated
Collateral Warranty – Glass Entry Box to Main Entrance	1. BHL Hotel Company Ltd 2. Shepherd Construction Limited 3. Casu Consulto Limited	Undated
Collateral Warranty – Louvers and louvered doors	1. BHL Hotel Company Ltd 2. Shepherd Construction Limited 3. Gilberts (Blackpool) Limited	Undated
Collateral Warranty – Joinery fittings and wall, floor and ceiling panels.	1. BHL Hotel Company Ltd 2. Shepherd Construction Limited	Undated

Collateral Warranty	Parties	Date
	3. EE Smith Contracts Limited	
Collateral Warranty – Roofing	1. BHL Hotel Company Ltd 2. Shepherd Construction Limited 3. Richardson Roofing Company Limited	Undated

PART II BUILDING CONTRACTS

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
FRAMEWORKS AND APPOINTMENTS			
FRAMEWORKS			
	Consultant Framework Deed (Mechanical and Electrical Engineer) (plus certified copy)	29 April 2014	(1) Gold Diamond entities (2) PSH Consulting Limited
	Consultant Framework Deed (Interior Design Consultant) (plus certified copy)	29 April 2014	(1) Gold Diamond entities (2) RPW Design Limited
	Consultant Framework Deed (Procurement Consultant)	15 August 2014	(1) Gold Diamond entities (2) Benjamin West International LLP
	Consultant Framework Deed (Asbestos Surveyor)	23 January 2015	(1) Gold Diamond entities (2) William Martin Firefly Limited
	Consultant Framework Deed (Lighting Design Consultant)	23 January 2015	(1) Gold Diamond entities (2) Elektra Lighting Limited
	Consultant Framework Deed (Approved Inspector)	12 December 2014	(1) Gold Diamond entities (2) H.C.D. Building Control Limited
	Consultant Framework Deed (CDM Co-ordinator)	12 December 2014	(1) Gold Diamond entities (2) HCD Management Limited
	Consultant Framework Deed (Architect)	27 March 2015	(1) Gold Diamond entities (2) Satellite Architects Limited
	Consultant Framework Deed (Fire Engineer)	27 March 2015	(1) Gold Diamond entities (2) HCD Specialist Services Limited T/A Fusion Fire Engineering
	Consultant Framework Deed (Architect)	14 December 2015	(1) Gold Diamond entities (2) EPR Architects Limited
	Consultant Framework Deed (Architect)	14 December 2015	(1) Gold Diamond entities (2) TP + M Limited
	Consultant Framework Deed (Implementation Architect)	26 January 2016	(1) Gold Diamond entities (2) Black Box Interiors Limited

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
	Consultant Framework Deed (Interior Design Consultant)	17 March 2016	(1) Gold Diamond entities (2) Anita Rosato Interior Design Limited
	Consultant Framework Deed (Planning Consultant)	17 March 2016	(1) Gold Diamond entities (2) Crowderete Limited (t/s Walsingham Planning)
	Consultant Framework Deed (Lead Designer)	6 October 2016	(1) Gold Diamond entities (2) HLMAD Limited
	Consultant Framework Deed (Procurement Agent)	5 April 2017	(1) Gold Diamond entities (2) FF&E GmbH Gesellschaft Für Hotelausstattung
	Deed of Professional Appointment of Services Engineer	4 December 2013	(1) Gold Diamond entities (2) PSH Consulting Engineers
	Deed of Professional Appointment of Project Manager and Quantity Surveyor	28 October 2013	(1) Gold Diamond entities (2) Tower8 Limited
KENSINGTON			
CONTRACT DOCUMENTS			
	JCT Intermediate Building Contract with Contractor's Design 2011 for refurbishment works to the Meeting Rooms, Break Out Areas, Lobby, Corridors, Circulation and Back of House areas	19 June 2014	(1) Gold Diamond D Kensington 2013 Limited (2) Vectorwell Limited
DEEDS OF INSTRUCTION			
	Deed of Instruction (refurbishment of the meeting room facilities)	1 October 2014	(1) Gold Diamond D Kensington 2013 Limited (2) Benjamin West International LLP
	Deed of Instruction (Concept Model Room)	1 October 2014	(1) Gold Diamond D Kensington 2013 Limited (2) Benjamin West International LLP
MINOR WORKS ORDERS			
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Kensington 2013 Limited (2) Quintex Systems Limited
	CHP	29 April 2014	(1) Gold Diamond D Kensington 2013 Limited (2) Cogenco Limited
	Asbestos Removal Works	9 June 2014	(1) Gold Diamond D Kensington 2013 Limited

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
			(2) Acro Environmental Limited
	Replacement of Obsolete Distribution Boards	21 April 2015	(1) Gold Diamond D Kensington 2013 Limited (2) Manstal Limited
	Flat Roof Repairs	21 April 2015	(1) Gold Diamond D Kensington 2013 Limited (2) McGoff & Byrne Limited
	Reinstatement of Ineffective Fire Stopping Throughout Hotel Within Risers	Undated	(1) Gold Diamond D Leeds 2005 Limited (2) Global HSE Solutions Limited
	Installation of Bleed Valves to Existing Pipework	Undated	(1) Gold Diamond D Kensington 2013 Limited (2) Manstal Limited
	Replacement of 2 Pairs of Hamworthy Boilers	Undated	(1) Gold Diamond D Kensington 2013 Limited (2) Manstal Limited
	Repairs to Metal Staircase	Undated	(1) Gold Diamond D Kensington 2013 Limited (2) McGoff & Byrne Limited
	Replacement of Rotten Service Doors	13 January 2015	(1) Gold Diamond D Kensington 2013 Limited (2) McGoff & Byrne Limited
	Replacement of Boiler Valves	Undated	(1) Gold Diamond D Kensington 2013 Limited (2) Manstal Limited
	Replacement of Comms. Room Air Conditioning Unit	3 August 2015	(1) Gold Diamond D Kensington 2005 Limited (2) Manstall Electrical Contractors Ltd
	S-063 Replacement of Boilers	29 September 2016	(1) Gold Diamond D Kensington 2005 Limited (<i>company no. stated in contract is for Gold Diamond D Kensington 2013 Ltd entity</i>) (2) Manstal Electrical Contractors Ltd
	S-200 Fire Detection Upgrade	29 September 2016	(1) Gold Diamond D Kensington 2005 Limited (<i>company no. stated in contract is for Gold Diamond D Kensington 2013 Ltd entity</i>) (2) Global Fire and Security Systems Ltd
	Refurbishment of Guest (2 Nr) and Service (1 Nr) Lifts	Undated	(1) Gold Diamond D Kensington 2005 Limited (<i>company no. stated in contract is for Gold Diamond D Kensington 2013 Ltd entity</i>) (2) The R & R Lift Company Ltd
	Refurbishment of 1nr guestroom and section of	Undated	(1) Rose Diamond D Leicester 2005 Ltd (<i>company no. stated in contract is for</i>

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
	corridor to create a concept model room within the stylist banding		<i>Gold Diamond D Kensington 2013 Ltd entity)</i> (2) Charnic Interiors Limited
OTHER			
	Sub-Contractor Collateral Warranty	Undated	(1) CPA Bespoke Joinery Limited (2) Gold Diamond D Kensington 2013 Limited
LEICESTER			
DEEDS OF INSTRUCTION			
	Deed of Instruction (Concept Model Room)	1 October 2014	(1) Rose Diamond D Leicester 2005 Limited (2) Benjamin West International LLP
MINOR WORKS ORDERS			
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Rose Diamond D Leicester 2005 Limited (2) Quintex Systems Limited
	Concept Model Room Refurbishment - Soft Light Banding	Undated	(1) Rose Diamond D Leicester 2005 Limited (2) Charnic Interiors Limited
	Fire stopping risers	Undated	(1) Rose Diamond D Leicester 2005 Limited (2) Global HSE Solutions Limited
REGENTS PARK			
CONTRACT DOCUMENTS			
	JCT Intermediate Building Contract with Contractor's Design 2011 (refurbishment works to ground floor lobby, reception and external works)	15 March 2016	(1) Gold Diamond D Regents Park 2005 Limited (2) Curot Contracts Ltd
	JCT Intermediate Building Contract with Contractor's Design 2011 (refurbishment works to C&B areas and external works)	6 October 2016	(1) Gold Diamond D Regents Park 2005 Limited (2) Curot Contracts Limited
	Performance Bond	6 May 2016	(1) Curot Contracts Limited t/a Dimension Shopfitting (2) Amtrust Europe Limited (3) Gold Diamond D Regents Park 2005 Limited
	Bond Guarantee	1 October 2016	(1) The Royal Bank of Scotland plc (2) Gold Diamond D Regents Park 2005 Ltd

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
	JCT Standard Building Contractor Without Quantities 2011 (refurbishment of bedrooms, bathrooms and corridors)	18 January 2017	(1) Gold Diamond D Regents Park 2005 Limited (2) Curot Contracts Ltd
DEEDS OF INSTRUCTION			
	Deed of Instruction (Concept Model Room)	1 October 2014	(1) Gold Diamond D Regents Park 2005 Limited (2) Benjamin West International LLP
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Regents Park 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Regents Park 2005 Limited (2) Quintex Systems Limited
	CHP	29 April 2014	(1) Gold Diamond D Regents Park 2005 Limited (2) Cogenco Limited
	Installation of 96 Number Secondary Glazing Units to Existing Windows	27 May 2014	(1) Gold Diamond D Regents Park 2005 Limited (2) R J Heathman (Contractors) Limited T/A County Contractors
	Replacement of Batteries to Central Emergency Light Battery Bank	Undated	(1) Gold Diamond D Regents Park 2005 Limited (2) Manstal Limited
	Replacement of 1 Boiler, Overhaul of 3 Boilers	Undated	(1) Gold Diamond D Regents Park 2005 Limited (2) Manstal Limited
	R22 Gas Replacement	21 April 2015	(1) Gold Diamond D Regents Park 2005 Limited (2) Vectorwell Ltd
	Installation of Sprinklers to Electrical and Gas Intake Rooms	Undated	(1) Gold Diamond D Regents Park 2005 Limited (2) Manstal Limited
	Fire Alarm System Replacement	7 November 2014	(1) Gold Diamond D Regents Park 2005 Limited (2) Global Fire and Security Systems Limited
	Replacement of Cold Water Booster Pump	3 August 2015	(1) Gold Diamond D Regents Park 2005 Limited (2) Manstall Electrical Contractors Ltd
	Installation of Extraction for Staff Changing Areas	3 August 2015	(1) Gold Diamond D Regents Park 2005 Limited (2) Manstall Electrical Contractors Ltd

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
	Replacement of Central Battery System Batteries and Lights	17 November 2015	(1) Gold Diamond (2) Global Fire and Security Systems Limited
	Replacement of Central Battery System Batteries and Lights	Undated	(1) Gold Diamond D Regents Park 2005 Limited (2) Global Fire and Security Systems Limited
	Replacement of Riser Pipework	Undated	(1) Gold Diamond D Regents Park 2005 Limited (2) Manstal Electrical Contractors Limited
	Casegoods Survey and Design Development	Undated	(1) Gold Diamond D Regents Park 2005 Limited (2) Castlebrook Furniture & Design Limited
	Enabling works to the Ground Floor	7 January 2016	(1) Gold Diamond D Regents Park 2005 Limited (2) Vectorwell Ltd/a A&J Interiors
	Sprinklers and Smoke Extract System	29 September 2016	(1) Gold Diamond D Regents Park 2005 Limited (2) Manstal Electrical Contractors Limited
	Distribution Boards and RCD Current Breaker	29 September 2016	(1) Gold Diamond D Regents Park 2005 Limited (2) Manstal Electrical Contractors Limited
	Emergency Lighting	29 September 2016	(1) Gold Diamond D Regents Park 2005 Limited (2) Manstal Electrical Contractors Limited
	Defensive Pump Replacement (3 Nr.)	29 September 2016	(1) Gold Diamond D Regents Park 2005 Limited (2) Manstal Electrical Contractors Limited
	Leisure Refurbishment Works	21 March 2017	(1) Gold Diamond D Regents Park 2005 Limited (2) Curot Contracts Ltd
PORTSMOUTH			
CONTRACT DOCUMENTS			
	JCT Intermediate Building Contract with Contractor's Design 2011	27 May 2016	(1) Gold Diamond D Portsmouth 2005 Ltd (2) CLC Contractors Limited
	Sub-contractor Collateral Warranty	29 June 2016	(1) Britplas Facades Limited (2) Gold Diamond D Portsmouth 2005

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
			Ltd
DEEDS OF INSTRUCTION			
	Deed of Instruction (Concept Model Room)	1 October 2014	(1) Gold Diamond D Portsmouth 2005 Limited (2) Benjamin West International LLP
MINOR WORKS ORDERS			
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Portsmouth 2005 Limited (2) Quintex Systems Limited
	R22	26 May 2014	(1) Gold Diamond D Portsmouth 2005 Limited (2) Cogenco Limited
	Fire Alarm System Replacement	7 November 2014	(1) Gold Diamond D Portsmouth 2005 Limited (2) Global Fire and Security Systems Limited
	Replacement of Roof Machinery Control Panel	Undated	(1) Gold Diamond D Portsmouth 2005 Limited (2) Manstal Limited
	Replacement of 32 Lamp Posts	Undated	(1) Gold Diamond D Portsmouth 2005 Limited (2) Manstal Limited
	Refurbishment of 1 Guestroom and Section of Corridor to Create a Concept Model Room Within the Soft Full Banding	7 November 2014	(1) Gold Diamond D Portsmouth 2005 Limited (2) CLC Contractors Limited
	Replacement of Kitchen Electrics and Distribution Boards	3 August 2015	(1) Gold Diamond D Portsmouth 2005 Limited (2) Manstall Electrical Contractors Ltd
	Replacement of Heating Pipework	17 November 2015	(1) Gold Diamond D Portsmouth 2005 Limited (2) Manstall Electrical Contractors Ltd
	Replacement of Dampers to Existing Air Handling Units	17 November 2015	(1) Gold Diamond D Portsmouth 2005 Limited (2) Manstall Electrical Contractors Ltd
	Refurbishment of 1 guestroom and section of corridor to create Concept Model Room with the Soft Full Branding	17 November 2014	(1) Gold Diamond D Portsmouth Park 2005 Limited (2) CLC Contractors Ltd
	Fire stopping to risers	Undated	(1) Gold Diamond D Portsmouth 2005 Limited (2) Global HSE Solutions Limited

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
	Defensive Pump Replacement (12 Nr.)	29 September 2016	(1) Gold Diamond D Portsmouth 2005 Limited (2) Manstal Electrical Contractors Limited
	Re-cover Low Rise Roof	29 September 2016	(1) Gold Diamond D Portsmouth 2005 Limited (2) CLC Contractors Limited
	Replacement of Consumer Units in Public Areas	29 September 2016	(1) Gold Diamond D Portsmouth 2005 Limited (2) Manstal Electrical Contractors Limited
	Replacement of Chilled Water Pipework	29 September 2016	(1) Gold Diamond D Portsmouth 2005 Limited (2) Manstal Electrical Contractors Limited
	Passive Fire Works – Compartmentation Defects	29 September 2016	(1) Gold Diamond D Portsmouth 2005 Limited (2) Global HSE Solutions Limited
	Addressable Fire Alarm Installation	29 September 2016	(1) Gold Diamond D Portsmouth 2005 Limited (2) Global Fire and Security Systems Limited
HEATHROW			
CONTRACT DOCUMENTS			
	JCT Standard Building Contract Without Quantities 2011	6 October 2016	(1) Gold Diamond D Heathrow 2005 Ltd (2) R J Heathman (Contractors) Ltd T/A County Contractors
	Site Reports and Visit Checklist (Snagging List)	25 July 2016	(1) Gold Diamond D Heathrow 2005 Ltd (2) HLM
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Heathrow 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	Relining Existing Water Storage Tanks	3 August 2015	(1) Gold Diamond D Heathrow 2005 Ltd (2) Manstall Electrical Contractors Limited
	R22 Gas Replacement	21 April 2015	(1) Gold Diamond D Heathrow 2005 Ltd (2) Vectorwell Limited
	Replacement of Leaking Water Pipe Stack Ventilation Ducting System	21 April 2015	(1) Gold Diamond D Heathrow 2005 Ltd (2) Manstal Limited
	Fire Remedial Works	7 November 2014	(1) Gold Diamond D Heathrow 2005 Ltd (2) Global HSE Solutions Limited

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
	Fire Alarm System Sounder Upgrade	7 November 2014	(1) Gold Diamond D Heathrow 2005 Ltd (2) Global Fire and Security Systems Limited
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Heathrow 2005 Ltd (2) Vectorwell Limited
	CHP	29 April 2014	(1) Gold Diamond D Heathrow 2005 Ltd (2) Cogenco Limited
	Replacement of Lighting to London Suite and Meeting Rooms	Undated	(1) Gold Diamond D Heathrow 2005 Ltd (2) Manstal Limited
	Replacement of Ineffective Chillers	Undated	(1) Gold Diamond D Heathrow 2005 Ltd (2) Manstal Limited
	Refurbishment of London Suite Lift	17 November 2015	(1) Gold Diamond D Heathrow 2005 Ltd (2) Lift Specialists Ltd
	Defensive Pump Replacement (9 Nr.)	29 September 2016	(1) Gold Diamond D Heathrow 2005 Ltd (2) Manstal Electrical Contractors Limited
	S-239 Replacement of Revolving Door	25 May 2017	(1) Gold Diamond D Heathrow 2005 Ltd (2) Vectorwell Ltd t/a Atkinson & James Interiors
	Phase 1 Heathrow Public Area Works	6 June 2017	(1) Gold Diamond D Heathrow 2005 Ltd (2) Pacy and Wheatley Ltd
WALTHAM ABBEY			
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Waltham Abbey 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Waltham Abbey 2005 Ltd (2) Quintex Systems Limited
	CHP	29 April 2014	(1) Gold Diamond D Waltham Abbey 2005 Ltd (2) Cogenco Limited
	R22 Gas Replacement	21 April 2015	(1) Gold Diamond D Waltham Abbey 2005 Ltd (2) Vectorwell Ltd
	Replacement and Redecoration of Cladding Above Pool Area	21 April 2015	(1) Gold Diamond D Waltham Abbey 2005 Ltd (2) McGoff & Byrne Limited
	Replacement Defective Fire Doors & Seals Back of	Undated	(1) Gold Diamond D Waltham Abbey 2005 Ltd

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
	House		(2) Global HSE Solutions Limited
	Replacement of Extract Fans to Public W.Cs	Undated	(1) Gold Diamond D Waltham Abbey 2005 Ltd (2) Manstal Limited
	Replacement of Vitriolic Joints	Undated	(1) Gold Diamond D Waltham Abbey 2005 Ltd (2) Manstal Limited
	Replacement of Split A/C Units	Undated	(1) Gold Diamond D Waltham Abbey 2005 Ltd (2) Manstal Limited
	Repair/Replacement to Hotels 2 Boilers	Undated	(1) Gold Diamond D Waltham Abbey 2005 Ltd (2) Manstal Limited
	Replacement and Upgrade of Kitchen Extract Motors and Controls	3 August 2015	(1) Gold Diamond D Waltham Abbey 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Replacement of Air Handling Units for Forest Suite	3 August 2015	(1) Gold Diamond D Waltham Abbey 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Replacement of Bathroom Extract Fans and Controls	3 August 2015	(1) Gold Diamond D Waltham Abbey 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Replacement of Chilled Water Pumps	3 August 2015	(1) Gold Diamond D Waltham Abbey 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Fire Remedial Works	17 November 2015	(1) <i>Unspecified</i> (2) Global HSE Solutions Ltd
	Replacement Fire Alarm Panel	17 November 2015	(1) Gold Diamond (2) Global Fire and Security Systems Ltd
	Replacement of External Doors and Frames and Associated Works	17 November 2015	(1) Gold Diamond D Waltham Abbey 2005 Ltd (2) McGoff Group Facilities Services Ltd
	Passive Fire Works – Compartmentation Defects	29 September 2016	(1) Gold Diamond D Waltham Abbey Priory 2005 Ltd (2) Global HSE Solutions Ltd
	Roof Safety Access Equipment	29 September 2016	(1) Gold Diamond D Waltham Abbey 2005 Ltd (2) McGoff Group Facilities Services Ltd
	Car Park Resurfacing	29 September 2016	(1) Gold Diamond D Waltham Abbey 2005 Ltd (2) McGoff Group Facilities Services Ltd
	Grounds Safety Fencing and Lighting Works	29 September 2016	(1) Gold Diamond D Waltham Abbey 2005 Ltd (2) Manstal Electrical Contractors Ltd

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
	Emergency Lighting Works	29 September 2016	(1) Gold Diamond D Waltham Abbey 2005 Ltd (2) Manstal Electrical Contractors Ltd
	Fire Alarm Works	29 September 2016	(1) Gold Diamond D Waltham Abbey 2005 Ltd (2) Global Fire and Security Systems Ltd
YORK			
MINOR WORKS ORDERS			
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D York 2005 Ltd (2) Quintex Systems Limited
	R22	26 April 2014	(1) Gold Diamond D York 2005 Ltd (2) Vectorwell Limited
	Replacement of Boiler and Boiler Modules	3 August 2015	(1) Gold Diamond D York 2005 Ltd (2) Integrated MEP Ltd
	Replacement of Existing Plate Heat Exchangers	3 August 2015	(1) Gold Diamond D York 2005 Ltd (2) Integrated MEP Ltd
	Replacement of Existing Metal Fire Escape Staircase	3 August 2015	(1) Gold Diamond D York 2005 Ltd (2) McGoff & Byrne Ltd
	Replacement of Kitchen Flooring	3 August 2015	(1) Gold Diamond D York 2005 Ltd (2) McGoff & Byrne Ltd
	Fire stopping roof space and risers block 1 & 2	Undated	(1) Gold Diamond D York 2005 Ltd (2) Global HSE Solutions Limited
	Replace defective fire doors rout and seal existing fire doors	Undated	(1) Gold Diamond D York 2005 Ltd (2) Global HSE Solutions Limited
	Remedial Works to Emergency Lighting	29 September 2016	(1) Gold Diamond D York 2005 Ltd (2) Integrated MEP Ltd
	Defensive Pump Replacement (25 Nr.)	29 September 2016	(1) Gold Diamond D York 2005 Ltd (2) Integrated MEP Ltd
	Replacement of Boiler and Plate Heater Exchanger Plant	29 September 2016	(1) Gold Diamond D York 2005 Ltd (2) Integrated MEP Ltd
	Passive Fire Works – Compartmentation Defects	29 September 2016	(1) Gold Diamond D York 2005 Ltd (2) Global HSE Solutions Ltd
	Replacement of Gents Changing Room DX Unit	29 September 2016	(1) Gold Diamond D York 2005 Ltd (2) Integrated MEP Ltd
	Replacement of Boiler Flue Dilution Fan	29 September 2016	(1) Gold Diamond D York 2005 Ltd (2) Integrated MEP Ltd
	Replacement of Macerator	29 September 2016	(1) Gold Diamond D York 2005 Ltd (2) Integrated MEP Ltd

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
	Fire Alarm Installation	29 September 2016	(1) Gold Diamond D York 2005 Ltd (2) Global Fire and Security Systems Ltd
NEWCASTLE GOSFORTH PARK			
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Newcastle Gosforth Park 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	Replacement of Cold Water Storage Tanks	3 August 2015	(1) Gold Diamond D Newcastle Gosforth Park 2005 Ltd (2) Integrated MEP Limited
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Newcastle Gosforth Park 2005 Ltd (2) Quintex Systems Limited
	CHP	29 April 2014	(1) Gold Diamond D Newcastle Gosforth Park 2005 Ltd (2) Cogenco Limited
	R22	26 May 2014	(1) Gold Diamond D Newcastle Gosforth Park 2005 Ltd (2) Vectorwell Limited
	Classics HVAC Replacement	Undated	(1) Gold Diamond D Newcastle Gosforth Park 2005 Ltd (2) Integrated MEP (Vectorwell Ltd)
	Fire detection replacement	17 November 2015	(1) Gold Diamond D Newcastle Gosforth Park 2005 Ltd (2) Global Fire And Security Systems Limited
	R22 gas replacement	17 November 2015	(1) Gold Diamond D Newcastle Gosforth Park 2005 Ltd (2) Vectorwell Ltd
	Fire stop breaches in risers, seals and adjust doors	Undated	(1) Gold Diamond D Newcastle Gosforth Park 2005 Ltd (2) Global HSE Solutions Limited
	New Wing Roof Surface Replacement	29 September 2016	(1) Gold Diamond D Newcastle Gosforth Park 2005 Ltd (2) McGoff Group Facilities Services Limited
	Flat Roof Repairs above Lift House	29 September 2016	(1) Gold Diamond D Newcastle Gosforth Park 2005 Ltd (2) McGoff Group Facilities Services Limited
	Main Boiler Plant Replacement	29 September 2016	(1) Gold Diamond D Newcastle Gosforth Park 2005 Ltd

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
			(2) Integrated MEP Limited
	Damp Remedial Works at the Leisure Club	Undated	(1) Gold Diamond D Newcastle Gosforth Park 2005 Ltd (2) McGoff Group Facilities Services Ltd
HOLLINS HALL			
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Hollins Hall 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	Replacement of Faulty Pumps	3 August 2015	(1) Gold Diamond D Hollins Hall 2005 Ltd (2) Integrated MEP Ltd
	R22 Gas Replacement	21 April 2015	(1) Gold Diamond D Hollins Hall 2005 Ltd (2) Vectorwell Ltd
	R22 Gas Replacement	26 May 2014	(1) Gold Diamond D Hollins Hall 2005 Ltd (2) Vectorwell Limited
	Fire Stopping to Risers	17 November 2015	(1) Gold Diamond D Hollins Hall 2005 Ltd (2) Global HSE Solutions Ltd
	Fire stopping to risers	Undated	(1) Gold Diamond D Hollins Hall 2005 Ltd (2) Global HSE Solutions Limited
	Passive Fire Works – Compartmentation Defects	29 September 2016	(1) Gold Diamond D Hollins Hall 2005 Ltd (2) Global HSE Solutions Limited
	Replacement of Emergency Lighting	29 September 2016	(1) Gold Diamond D Hollins Hall 2005 Ltd (2) Integrated MEP Limited
	Gas Shut-Off Installation and Kitchen Interface	29 September 2016	(1) Gold Diamond D Hollins Hall 2005 Ltd (2) Integrated MEP Limited
FOREST OF ARDEN			
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Forest of Arden 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	Upgrade and Replacement of Panels and Controls	3 August 2015	(1) Gold Diamond D Forest of Arden 2005 Ltd

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
			(2) Integrated MEP Limited
	Replacement of 3 Boilers	3 August 2015	(1) Gold Diamond D Forest of Arden 2005 Ltd (2) Integrated MEP Limited
	Replacement of Electrical Board in Golf Shed	3 August 2015	(1) Gold Diamond D Forest of Arden 2005 Ltd (2) Integrated MEP Limited
	Replacement of Balance Tank Lining	3 August 2015	(1) Gold Diamond D Forest of Arden 2005 Ltd (2) Integrated MEP Limited
	R22 Gas Replacement	21 April 2015	(1) Gold Diamond D Forest of Arden 2005 Ltd (2) Vectorwell Limited
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Forest of Arden 2005 Ltd (2) Quintex Systems Limited
	R22 Gas Replacement	26 May 2014	(1) Gold Diamond D Forest of Arden 2005 Ltd (2) Vectorwell Limited
	Replacement of Fire Alarm Devices – Existing Detectors	17 November 2015	(1) Gold Diamond D Forest of Arden 2005 Ltd (2) Global Fire and Security Systems Limited
	Fire stopping risers	Undated	(1) Gold Diamond D Forest of Arden 2005 Ltd (2) Global HSE Solutions Limited
	Seal vents above riser doors into corridors, fire stopping to top of risers to roof void and breaches in riser walls	Undated	(1) Gold Diamond D Forest of Arden 2005 Ltd (2) Global HSE Solutions Limited
	Risers to void space not correctly separated	Undated	(1) Gold Diamond D Forest of Arden 2005 Ltd (2) Global HSE Solutions Limited
	Bedroom Window Locks and Restrictors	29 September 2016	(1) Gold Diamond D Forest of Arden 2005 Ltd (2) McGoff Group Facilities Services Limited
	Colonnade Windows in Hotel Lobby Area	29 September 2016	(1) Gold Diamond D Forest of Arden 2005 Ltd (2) McGoff Group Facilities Services Limited
	Six Arden Suite External Fire Doors	29 September 2016	(1) Gold Diamond D Forest of Arden 2005 Ltd (2) McGoff Group Facilities Services

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
			Limited
	Handrail to Golf Lounge Upper Walkway	29 September 2016	(1) Gold Diamond D Forest of Arden 2005 Ltd (2) McGoff Group Facilities Services Limited
	Defensive Pump Replacements (12 sets)	29 September 2016	(1) Gold Diamond D Forest of Arden 2005 Ltd (2) Integrated MEP Limited
	Fire Control Panel in Green Keeper's House	29 September 2016	(1) Gold Diamond D Forest of Arden 2005 Ltd (2) Global Fire and Security Systems Limited
	Repairs to Grease Trap	29 September 2016	(1) Gold Diamond D Forest of Arden 2005 Ltd (2) Integrated MEP Limited
MARBLE ARCH			
CONTRACT DOCUMENTS			
	JCT Standard Building Contract Without Quantities 2011 Edition for the refurbishment of all current guestrooms and corridors	16 March 2017	(1) Gold Diamond D Marble Arch 2005 Ltd (2) Charnic Interiors Limited
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Marble Arch 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Marble Arch 2005 Ltd (2) Quintex Systems Limited
	CHP	29 April 2014	(1) Gold Diamond D Marble Arch 2005 Ltd (2) Cogenco Limited
	Replacement of Obsolete Panels on Mezzanine and Basement 1 Floor	Undated	(1) Gold Diamond E County Hall 2005 Ltd (2) Manstal Limited
	Replace or Combine Water Storage Tanks 3 & 4	Undated	(1) Gold Diamond D Marble Arch 2005 Ltd (2) Manstal Limited
	Installation of Roof Vent to Linen Chute	13 January 2015	(1) Gold Diamond D Marble Arch 2005 Ltd (2) McGoff & Byrne Ltd

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
	Carry Out Survey to Establish Suitability of Sprinkler System	13 January 2015	(1) Gold Diamond D Marble Arch 2005 Ltd (2) Manstal Limited
	Replacement of Asbestos Doors	3 August 2015	(1) Gold Diamond D Marble Arch 2005 Ltd (2) McGoff & Byrne Ltd
	Replace Old Pump Inverter to CW Booster Set	3 August 2015	(1) Gold Diamond D Marble Arch 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Install Level Control on Water Tanks	3 August 2015	(1) Gold Diamond D Marble Arch 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Installation of Extract Fan to Boiler Room	17 November 2015	(1) Gold Diamond E Marble Arch 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Fire Alarm Panel Replacement and Replacement of Series 90 Devices	17 November 2015	(1) Gold Diamond D Marble Arch 2005 Ltd (2) Global Fire and Security Systems Limited
	Replacement of leisure club plant	Undated	(1) Gold Diamond D Marble Arch 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Advanced guestroom and corridor refurbishment	12 July 2016	(1) Gold Diamond D Marble Arch 2005 Ltd (2) Charnic Interiors Limited
	Versatemp bedroom heating and cooling remedial engineering works	Undated	(1) Gold Diamond D Marble Arch 2005 Ltd (2) Integrated MEP Ltd
MAIDA VALE			
CONTRACT DOCUMENTS			
	Pre-Construction Services Agreement	8 October 2015	(1) Gold Diamond D Maida Vale 2005 Ltd (2) Willmot Dixon Interiors Limited
	JCT Standard Building Contract Without Quantities 2011	15 March 2016	(1) Gold Diamond D Maida Vale 2005 Ltd (2) RJ Heathman (Contractors) Ltd t/a County Contractors
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Maida Vale 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	Installation of Cheetah (Ventilation Fan Energy	29 May 2014	(1) Gold Diamond D Maida Vale 2005

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
	Management) Equipment		Ltd (2) Quintex Systems Limited
	Replacement of Switch Gear Supply to Main Kitchen	21 April 2015	(1) Gold Diamond D Maida Vale 2005 Ltd (2) Manstal Limited
	Install Flush and Filter System to DHW / CWS	21 April 2015	(1) Gold Diamond D Maida Vale 2005 Ltd (2) Manstal Limited
	Replacement of Faulty Emergency Lights Within Public Areas	21 April 2015	(1) Gold Diamond D Maida Vale 2005 Ltd (2) Manstal Limited
	Replacement of Both Sewage Pumps	21 April 2015	(1) Gold Diamond D Maida Vale 2005 Ltd (2) Manstal Limited
	Replacement of 48 AHU's to Bathrooms	21 April 2015	(1) Gold Diamond D Maida Vale 2005 Ltd (2) Manstal Limited
	Installation of Fire Stopping to Risers, Sever Room & BT Room	21 April 2015	(1) Gold Diamond D Maida Vale 2005 Ltd (2) Global HSE Solutions Limited
	R22 Gas Replacement	21 April 2015	(1) Gold Diamond D Maida Vale 2005 Ltd (2) Vectorwell Ltd
	Replacement of Covered Sprinkler Heads to Public Areas	Undated	(1) Gold Diamond D Maida Vale 2005 Ltd (2) Manstal Limited
	Replacement of Corroded Pipework to Loading Bay	Undated	(1) Gold Diamond D Maida Vale 2005 Ltd (2) Manstal Limited
	UPS to be Installed to Computer Room	Undated	(1) Gold Diamond D Maida Vale 2005 Ltd (2) Manstal Limited
	Installation of Separate HVAC Systems to Hamilton and Carlton Rooms	Undated	(1) Gold Diamond D Maida Vale 2005 Ltd (2) Manstal Limited
	Replacement of Changing Room Air Handling Unit	3 August 2015	(1) Gold Diamond D Maida Vale 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Installation of Make Up Controller	29 September 2016	(1) Gold Diamond D Maida Vale 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Hot Water Heat Exchanger and Tank	29 September 2016	(1) Gold Diamond D Maida Vale 2005 Ltd (2) Manstall Electrical Contractors Ltd

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
	External Marriott Signage Repairs	29 September 2016	(1) Gold Diamond D Maida Vale 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Fire Alarm Works	29 September 2016	(1) Gold Diamond D Maida Vale 2005 Ltd (2) Global Fire and Security Systems Ltd
TUDOR PARK			
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Tudor Park 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Tudor Park 2005 Ltd (2) Quintex Systems Limited
	Repair / Replacement of Faulty Boiler Controls to 2 Boilers	Undated	(1) Gold Diamond D Tudor Park 2005 Ltd (2) Manstal Limited
	Replacement of Chiller Pumps	Undated	(1) Gold Diamond D Tudor Park 2005 Ltd (2) Manstal Limited
	R22 Gas Replacement	21 April 2015	(1) Gold Diamond D Tudor Park 2005 Ltd (2) Vectorwell Ltd
	Replacement of Shower Pumps to Guest Rooms	Undated	(1) Gold Diamond D Tudor Park 2005 Ltd (2) Manstal Limited
	Replacement of Faulty A/C Units Within Guest Rooms	Undated	(1) Gold Diamond D Tudor Park 2005 Ltd (2) Manstal Limited
	Calorifier Replacement	17 November 2015	(1) Gold Diamond D Tudor Park 2005 Ltd (2) Manstall Electrical Contractors Limited
	Boiler Replacement	17 November 2015	(1) Gold Diamond D Tudor Park 2005 Ltd (2) Manstall Electrical Contractors Limited
	Fire Stopping to door headers and service risers on MOE	17 November 2015	(1) Gold Diamond D Leeds 2005 Ltd (2) Global HSE Solutions Limited
	Boiler pressurisation replacement	17 November 2015	(1) Gold Diamond D Tudor Park 2005 Ltd (2) Manstall Electrical Contractors Limited
	Defensive Pump Replacement (2 Nr.)	29 September 2016	(1) Gold Diamond D Tudor Park 2005 Ltd (2) Manstall Electrical Contractors Limited

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
COUNTY HALL			
CONTRACT DOCUMENTS			
	JCT Standard Building Contract Without Quantities 2011	30 March 2015	(1) Gold Diamond E County Hall 2005 Ltd (2) R J Heathman (Contractors) Ltd T/A County Contractors
	JCT Intermediate Building Contract with Contractor's Design 2011 for the replacement of 2 chillers including all associated connections and temporary scaffolding	17 February 2015	(1) Gold Diamond E County Hall 2005 Ltd (2) Trane (UK) Limited
DEEDS OF INSTRUCTION			
	Deed of Instruction (guestroom, bathroom, corridor and lift lobby refurbishment)	25 March 2014	(1) Gold Diamond E County Hall 2005 Ltd (2) RPW Design Limited
	Deed of Instruction (guestroom, bathroom, corridor, lift lobby, executive lounge, leisure club, public areas and back of house/office refurbishment)	15 August 2014	(1) Gold Diamond E County Hall 2005 Ltd (2) Benjamin West International LLP
	Deed of Instruction (technical supervision / monitoring of the 2no. chiller replacement)	15 August 2014	(1) Gold Diamond E County Hall 2005 Ltd (2) PSH Consulting Limited
	Deed of Instruction (guestroom, bathroom, corridor and lift lobby refurbishment)	14 April 2014	(1) Gold Diamond E County Hall 2005 Ltd (2) PSH Consulting Limited
	Deed of Instruction (CDMC role for the installation of 2no. chillers in replacement of the original chillers)	20 May 2015	(1) Gold Diamond E County Hall 2005 Ltd (2) HCD Management Ltd
MINOR WORKS ORDERS			
	Replacement of Water Isolation Valves to Guestrooms	13 January 2015	(1) Gold Diamond E County Hall 2005 Ltd (2) Manstal Limited
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond E County Hall 2005 Ltd (2) Quintex Systems Limited
	Construction of 2 Mock-Up Rooms, a section of Corridor and BWIC with Surveys	1 October 2014	(1) Gold Diamond E County Hall 2005 Ltd (2) R J Heathman (Contractors) Limited

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
			T/A County Contractors
	Replacement of 3 Port Valves on Affected A/C Units	Undated	(1) Gold Diamond E County Hall 2005 Ltd (2) Manstal Limited
	Replacement of Corroded Drains at Ground Floor	Undated	(1) Gold Diamond E County Hall 2005 Ltd (2) Manstal Limited
	Installation of Leak Detection System in the Sub-Basement	17 November 2015	(1) Gold Diamond E County Hall 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Replacement of 4 Nr Electrical Heaters in the Noes Lobby	17 November 2015	(1) Gold Diamond E County Hall 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Replacement of DHW Boilers	17 November 2015	(1) Gold Diamond E County Hall 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Replacement of Public Area AC Units	17 November 2015	(1) Gold Diamond E County Hall 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Fire Remedial Works	Undated	(1) Gold Diamond E County Hall 2005 Ltd (2) Global HSE Solutions Limited
	S-199 Replacement of Fire Detectors	29 September 2016	(1) Gold Diamond D County Hall 2005 Ltd (2) Global Fire and Security Systems Ltd
	S-058 Descale Heating Boilers	29 September 2016	(1) Gold Diamond D County Hall 2005 Ltd (2) Manstal Electrical Contractors Ltd
	S-060 Replacement of Basement Water Tanks	29 September 2016	(1) Gold Diamond D County Hall 2005 Ltd (2) Manstal Electrical Contractors Ltd

BRISTOL

MINOR WORKS ORDERS

	Building Fabric Repairs and Stone Survey	3 August 2015	(1) Gold Diamond D Bristol 2005 Ltd (2) CLC Contractors Limited
	Timber Repairs and Replacement to Entrance Canopy	3 August 2015	(1) Gold Diamond D Bristol 2005 Ltd (2) CLC Contractors Limited
	Replacement of Existing Pumps and Associated Works	3 August 2015	(1) Gold Diamond D Bristol 2005 Ltd (2) Manstall Electrical Contractors Limited
	Replacement of Existing Heat Exchanger	3 August 2015	(1) Gold Diamond D Bristol 2005 Ltd (2) Manstall Electrical Contractors

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
			Limited
	Replacement of Existing Hot Water Boost Set	3 August 2015	(1) Gold Diamond D Bristol 2005 Ltd (2) Manstall Electrical Contractors Limited
	Replacement of Faulty AHU Within Leisure Facility	21 April 2015	(1) Gold Diamond D Bristol 2005 Ltd (2) Manstal Limited
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Bristol 2005 Ltd (2) Quintex Systems Limited
	CHP	29 April 2014	(1) Gold Diamond D Bristol 2005 Ltd (2) Cogenco Limited
	Replacement of 6 FCU's to Conference Rooms	<i>Undated</i>	(1) Gold Diamond D Bristol 2005 Ltd (2) Manstal Limited
	Replacement of Fuse Boards Throughout Hotel	<i>Undated</i>	(1) Gold Diamond D Bristol 2005 Ltd (2) Manstal Limited
	Repairs to and Installation of RCDs to Bedroom Fuse Boards	<i>Undated</i>	(1) Gold Diamond D Bristol 2005 Ltd (2) Manstal Limited
	Replacement of 4 Boilers	<i>Undated</i>	(1) Gold Diamond D Bristol 2005 Ltd (2) Manstal Limited
	Repairs to turret rooves over guestrooms	<i>Undated</i>	(1) Gold Diamond D Bristol 2005 Ltd (2) CLC Contractors Ltd
	Replacement of 3no FCU's to reception area	29 September 2016	(1) Gold Diamond D Bristol 2005 Ltd (2) Manstal Electrical Contractors Ltd
	Works to cellar	22 July 2016	(1) Gold Diamond D Bristol 2005 Ltd (2) CLC Contractors Ltd
CARDIFF			
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Cardiff 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	R22 Gas Replacement	21 April 2015	(1) Gold Diamond D Cardiff 2005 Ltd (2) Vectorwell Limited
	Remedial Works to Flame Blower Unit Within 1 Boiler	21 April 2015	(1) Gold Diamond D Cardiff 2005 Ltd (2) Manstal Limited
	Guest Room Windows – Installation of Plastic Spacers to Head of Windows to Prevent 'Jumping' Off Guides	21 April 2015	(1) Gold Diamond D Cardiff 2005 Ltd (2) CLC Group Limited
	Flat Roof Repairs – Main Restaurant	21 April 2015	(1) Gold Diamond D Cardiff 2005 Ltd (2) CLC Group Limited

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
	Repairs to Roof Over Banqueting Area	21 April 2015	(1) Gold Diamond D Cardiff 2005 Ltd (2) CLC Group Limited
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Cardiff 2005 Ltd (2) Quintex Systems Limited
	CHP	29 April 2014	(1) Gold Diamond D Cardiff 2005 Ltd (2) Cogenco Limited
	Replacement of 6 AHU's Within Banqueting Area	<i>Undated</i>	(1) Gold Diamond D Cardiff 2005 Ltd (2) Manstal Limited
	Replacement of Riser Pipework	17 November 2015	(1) Gold Diamond D Cardiff 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Replacement of Existing Fire Alarm Control Panel	<i>Undated</i>	(1) Gold Diamond D Cardiff 2005 Ltd (2) Global Fire and Security Systems Limited
	Fire Stopping to Risers, Seals to Doors on MOE	<i>Undated</i>	(1) Gold Diamond D Cardiff 2005 Ltd (2) Global HSE Solutions Limited
	Replacement of Water Treatment Equipment and Tank	29 September 2016	(1) Gold Diamond D Cardiff 2005 Ltd (2) Manstal Electrical Contractors Limited
	Defensive Pump Replacement (15 Nr.)	29 September 2016	(1) Gold Diamond D Cardiff 2005 Ltd (2) Manstal Electrical Contractors Limited
	Investigate and re-seal windows	<i>Undated</i>	(1) Gold Diamond D Cardiff 2005 Ltd (2) CLC Contractors Ltd
NORTHAMPTON			
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Northampton 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Northampton 2005 Ltd (2) Quintex Systems Limited
	R22 Gas Replacement	21 April 2015	(1) Gold Diamond D Northampton 2005 Ltd (2) Vectorwell Ltd
	Fire Door Replacement	7 November 2014	(1) Gold Diamond D Northampton 2005 Ltd (2) Global HSE Solutions Limited
	Replacement of Faulty Dimmer Panels to Bar / Restaurant Area and Ballroom	<i>Undated</i>	(1) Gold Diamond D Northampton 2005 Ltd (2) Integrated MEP (Vectorwell Ltd)

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
	Relay External Paving to Fire Exit	3 August 2015	(1) Gold Diamond D Northampton 2005 Ltd (2) McGoff & Byrne Ltd
	Replacement of Existing Grease Trap Cover and Surround	3 August 2015	(1) Gold Diamond D Northampton 2005 Ltd (2) McGoff & Byrne Ltd
	Repairs to Roof Coverings Over Board Room, Back Office Rest Rooms and Ballroom	3 August 2015	(1) Gold Diamond D Northampton 2005 Ltd (2) McGoff & Byrne Ltd
	Flat Roof Repairs	17 November 2015	(1) Gold Diamond D Northampton 2005 Ltd (2) McGoff & Byrne Ltd
	Fire Stop Breaches in Risers, Seals and Adjust Doors	17 November 2015	(1) Gold Diamond D Northampton 2005 Ltd (2) Global HSE Solutions Ltd
	Fire Stop Breaches in Risers, Seals and Adjust Doors	<i>Undated</i>	(1) Gold Diamond D Northampton 2005 Ltd (2) Global HSE Solutions Limited
	Passive Fire Works – Compartmentation Defects	29 September 2016	(1) Gold Diamond D Northampton 2005 Ltd (2) Global HSE Solutions Limited
	Black Corridor Altro Flooring	29 September 2016	(1) Gold Diamond D Northampton 2005 Ltd (2) McGoff Group Facilities Services Limited
	Defensive Pump Replacement (6 Nr.)	29 September 2016	(1) Gold Diamond D Northampton 2005 Ltd (2) Integrated MEP Limited
ST PIERRE			
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D St Pierre 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D St Pierre 2005 Ltd (2) Quintex Systems Limited
	R22 Gas Replacement	21 April 2015	(1) Gold Diamond D St Pierre 2005 Ltd (2) Vectorwell Ltd
	Replacement of Rotten Patio Doors	21 April 2015	(1) Gold Diamond D St Pierre 2005 Ltd (2) CLC Group Limited
	Installation of Insulation to Pipework on Roof and	<i>Undated</i>	(1) Gold Diamond D St Pierre 2005 Ltd (2) Manstal Limited

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
	Within Plant Room		
	Replacement of Central Heating and Boilers in Staff Accommodation	3 August 2015	(1) Gold Diamond D St Pierre 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Investigate and Repair Stone Chimney	3 August 2015	(1) Gold Diamond D St Pierre 2005 Ltd (2) CLC Contractors Ltd
	Investigate and Remedial Works to Lakeside Sewerage System	3 August 2015	(1) Gold Diamond D St Pierre 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Replacement Emergency Lights	17 November 2015	(1) Gold Diamond (2) Global Fire and Security Systems Ltd
	Works to Dormer Windows in Manor House Office	29 September 2016	(1) Gold Diamond D St Pierre 2005 Ltd (2) CLC Contractors Ltd
	Lakeside Patio Door Replacement	29 September 2016	(1) Gold Diamond D St Pierre 2005 Ltd (2) CLC Contractors Ltd
	Relay Trophy Bar Patio	29 September 2016	(1) Gold Diamond D St Pierre 2005 Ltd (2) CLC Contractors Ltd
	Replacement of Boiler Plant	29 September 2016	(1) Gold Diamond D St Pierre 2005 Ltd (2) Manstal Electrical Contractors Ltd
	Mathern Bedroom Block Window and Door Replacement	29 September 2016	(1) Gold Diamond D St Pierre 2005 Ltd (2) CLC Contractors Ltd
	Morgans Restaurant Roof Replacement Works	29 September 2016	(1) Gold Diamond D St Pierre 2005 Ltd (2) CLC Contractors Ltd
	Fire Alarm Works	29 September 2016	(1) Gold Diamond D St Pierre 2005 Ltd (2) Global Fire and Security Systems Ltd
	Investigation and Carrying out Remedial works to Existing Floor	16 November 2016	(1) Gold Diamond D St Pierre 2005 Ltd (2) CLC Contractors Ltd
LEEDS			
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Leeds 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Leeds 2005 Ltd (2) Quintex Systems Limited
	R22 Gas Replacement	21 April 2015	(1) Gold Diamond D Leeds 2005 Ltd (2) Vectorwell Ltd
	Replace 12 Ineffective Fire Doors Throughout Hotel and Various Minor Works to	<i>Undated</i>	(1) Gold Diamond D Leeds 2005 Ltd (2) Global HSE Solutions Limited

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
	Doors		
	Installation of Heat Curtains	<i>Undated</i>	(1) Gold Diamond D Leeds 2005 Ltd (2) Integrated MEP (Vectorwell Ltd)
	Service Yard Works (New Fence and Door Entry System)	<i>Undated</i>	(1) Gold Diamond D Leeds 2005 Ltd (2) McGoff & Byrne Limited
	Repair Leaks to Pitched Roof Areas	<i>Undated</i>	(1) Gold Diamond D Leeds 2005 Ltd (2) McGoff & Byrne Limited
	Replace and Upgrade Existing BMS Installation	3 August 2015	(1) Gold Diamond D Leeds 2005 Ltd (2) Integrated MEP Ltd
	Replacement of Plate Heat Exchangers and Calorifiers	3 August 2015	(1) Gold Diamond D Leeds 2005 Ltd (2) Integrated MEP Ltd
	Pump Replacement	3 August 2015	(1) Gold Diamond D Leeds 2005 Ltd (2) Integrated MEP (Vectorwell Ltd)
	Pump replacement	17 November 2015	(1) Gold Diamond D Leeds 2005 Ltd (2) Integrated MEP (Vectorwell Ltd)
	Fire alarm panel replacement	17 November 2015	(1) Gold Diamond D Leeds 2005 Ltd (2) Global Fire And Security Systems Limited
	Riser/door headers/door seals maintenance	17 November 2015	(1) Gold Diamond D Leeds 2005 Ltd (2) Global HSE Solutions Limited
	Replace ineffective seals to riser doors, fire stopping to risers throughout hotel and various minor works to doors	<i>Undated</i>	(1) Gold Diamond D Leeds 2005 Ltd (2) Global HSE Solutions Limited
	Smoke Detection Installation	29 September 2016	(1) Gold Diamond D Leeds 2005 Ltd (2) Global Fire and Security Systems Limited
	Emergency Lighting Repairs	29 September 2016	(1) Gold Diamond D Leeds 2005 Ltd (2) Global Fire and Security Systems Limited
	Replacement of Existing HWS Pumps	29 September 2016	(1) Gold Diamond D Leeds 2005 Ltd (2) Integrated MEP Limited
	Sprinkler Works	29 September 2016	(1) Gold Diamond D Leeds 2005 Ltd (2) Integrated MEP Limited
	Lift Motor Plant Room Roof Repair Works	30 March 2017	(1) Gold Diamond D Leeds 2005 Ltd (2) Atkinson and James Ltd
	Replacement and Repair of Decayed Timberwork, Sash Windows, Render and Metalwork Repairs and Decorations	30 March 2017	(1) Gold Diamond D Leeds 2005 Ltd (2) Evora Construction Ltd
	Lighting Control Replacement Phases 2 and 3	6 June 2017	(1) Gold Diamond D Leeds 2005 Ltd

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
			(2) Integrated MEP Ltd
NEWCASTLE METRO CENTRE			
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Newcastle Metro Centre 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Newcastle Metro Centre 2005 Ltd (2) Quintex Systems Limited
	Fire Alarm System Replacement	7 November 2014	(1) Gold Diamond D Newcastle Metro Centre 2005 Ltd (2) Global Fire and Security Systems Limited
	R22 Replacement	21 April 2015	(1) Gold Diamond D Newcastle Metro Centre 2005 Ltd (2) Vectorwell Ltd
	Resurfacing Road and Car Park	29 September 2016	(1) Gold Diamond D Newcastle Metro Centre 2005 Ltd (2) McGoff Group Facilities Services Limited
	Replacement of Hot Water Calorifiers	29 September 2016	(1) Gold Diamond D Newcastle Metro Centre 2005 Ltd (2) Integrated MEP Limited
	Defensive Pump Replacement (8 Nr.)	29 September 2016	(1) Gold Diamond D Newcastle Metro Centre 2005 Ltd (2) Integrated MEP Limited
	Replacement of Roof Plant Room Pressurisation Units	29 September 2016	(1) Gold Diamond D Newcastle Metro Centre 2005 Ltd (2) Integrated MEP Limited
PRESTON			
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Preston 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Preston 2005 Ltd (2) Quintex Systems Limited
	R22 Gas Replacement	21 April 2015	(1) Gold Diamond D Preston 2005 Ltd (2) Vectorwell Ltd
	Replacement of Water Tanks	<i>Undated</i>	(1) Gold Diamond D Preston 2005 Ltd (2) Integrated MEP (Vectorwell Ltd)

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
	Replacement of Existing Boilers	3 August 2015	(1) Gold Diamond D Preston 2005 Ltd (2) Integrated MEP Ltd
	Relining to Existing Water Tanks	3 August 2015	(1) Gold Diamond D Preston 2005 Ltd (2) Integrated MEP Ltd
	Re-Pipe the Hot Water Services Installations	3 August 2015	(1) Gold Diamond D Preston 2005 Ltd (2) Integrated MEP Ltd
	Replacement of HWS Pipework to East Wing	3 August 2015	(1) Gold Diamond D Preston 2005 Ltd (2) Integrated MEP Ltd
	Replacement of Reception Lift	17 November 2015	(1) Gold Diamond D Preston 2005 Ltd (2) ANSA Elevators Ltd
	Fire compartmentation	<i>Undated</i>	(1) Gold Diamond D Preston 2005 Ltd (2) Global HSE Solutions Limited
	Fire doors and fire stopping to compartment floors of risers	<i>Undated</i>	(1) Gold Diamond D Preston 2005 Ltd (2) Global HSE Solutions Limited
	Defensive Pump Replacement (17 Nr.)	29 September 2016	(1) Gold Diamond D Preston 2005 Ltd (2) Integrated MEP Limited
	Damp proofing and Refurbishment Works to Changing Rooms	29 September 2016	(1) Gold Diamond D Preston 2005 Ltd (2) McGoff Group Facilities Services Limited
	S-127 roof refurbishment works	<i>Undated</i>	(1) Gold Diamond D Preston 2005 Ltd (2) McGoff Group Facilities Services Ltd
	Supply and Extract Fans	6 July 2017	(1) Gold Diamond D Preston 2005 Ltd (2) Integrated MEP Ltd
BRISTOL CITY CENTRE			
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Bristol City Centre 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	Replacement of Primary Heating Pump	3 August 2015	(1) Gold Diamond D Bristol City Centre 2005 Ltd (2) Manstall Electrical Contractors Limited
	Replacement of Primary Heating Pressurisation Unit	3 August 2015	(1) Gold Diamond D Bristol City Centre 2005 Ltd (2) Manstall Electrical Contractors Limited
	Replacement of Dry Cooler Circulation Pumps	3 August 2015	(1) Gold Diamond D Bristol City Centre 2005 Ltd (2) Manstall Electrical Contractors Limited

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
	Replacement of Hot Water Calorifier with Plate Exchangers	3 August 2015	(1) Gold Diamond D Bristol City Centre 2005 Ltd (2) Manstall Electrical Contractors Limited
	R22 Gas Replacement	21 April 2015	(1) Gold Diamond D Bristol City Centre 2005 Ltd (2) Vectorwell Limited
	Replacement of 60 Distribution Boards to Guestrooms	21 April 2015	(1) Gold Diamond D Bristol City Centre 2005 Ltd (2) Manstal Limited
	Repairs to Safety and Gas Valve to Faulty Boiler	21 April 2015	(1) Gold Diamond D Bristol City Centre 2005 Ltd (2) Manstal Limited
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Bristol City Centre 2005 Ltd (2) Quintex Systems Limited
	CHP	29 April 2014	(1) Gold Diamond D Bristol City Centre 2005 Ltd (2) Cogenco
	R22	26 May 2014	(1) Gold Diamond D Bristol City Centre 2005 Ltd (2) Vectorwell Limited
	Replacement of Non-Working Swimming Pool Extract Fans	<i>Undated</i>	(1) Gold Diamond D Bristol City Centre 2005 Ltd (2) Manstal Limited
	Replacement of Gym and Leisure Club Reception A/C Units	<i>Undated</i>	(1) Gold Diamond D Bristol City Centre 2005 Ltd (2) Manstal Limited
	Replacement of Main Plant Room Control Panel	<i>Undated</i>	(1) Gold Diamond D Bristol City Centre 2005 Ltd (2) Manstal Limited
	Replacement of Valves to Heat Pump	<i>Undated</i>	(1) Gold Diamond D Bristol City Centre 2005 Ltd (2) Manstal Limited
	Fire Stop Breaches in Risers	17 November 2015	(1) Gold Diamond D Bristol City Centre 2005 Ltd (2) Global HSE Solutions Limited
	Repairs to Boiler	21 April 2015	(1) Gold Diamond D Bristol City Centre 2005 Ltd (2) Manstal Limited
	Fire stop to breaches in risers	<i>Undated</i>	(1) Gold Diamond D Bristol City Centre 2005 Ltd (2) Global HSE Solutions Limited

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
MANCHESTER AIRPORT			
MINOR WORKS ORDERS			
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Manchester Airport 2005 Ltd (2) Quintex Systems Limited
	R22 Gas Replacement	26 May 2014	(1) Gold Diamond D Manchester Airport 2005 Ltd (2) Vectorwell Limited
	Replacement of Air Conditioning and Associated Loft Works	Undated	(1) Gold Diamond D Manchester Airport 2005 Ltd (2) Vectorwell Ltd
	Replacement of Warped Windows to Cheltenham and Stable Suites	21 April 2015	(1) Gold Diamond D Manchester Airport 2005 Ltd (2) McGoff & Byrne Limited
	Fire Remedial Works	7 November 2014	(1) Gold Diamond D Manchester Airport 2005 Ltd (2) Global HSE Solutions Limited
	Replacement of Float Valves	Undated	(1) Gold Diamond D Manchester Airport 2005 Ltd (2) Integrated MEP (Vectorwell Ltd)
	Replacement of AHU in Leisure / Conference Centre	Undated	(1) Gold Diamond D Manchester Airport 2005 Ltd (2) Integrated MEP (Vectorwell Ltd)
	Replacements of Couplings to Heating	Undated	(1) Gold Diamond D Manchester Airport 2005 Ltd (2) Integrated MEP (Vectorwell Ltd)
	Upgrade and Replacement of Existing Sub-Station	3 August 2015	(1) Gold Diamond D Manchester Airport 2005 Ltd (2) Integrated MEP Ltd
	Replacement of Rooflights and Upstands	3 August 2015	(1) Gold Diamond D Manchester Airport 2005 Ltd (2) McGoff & Byrne Ltd
	Replacement of Reception Lift	17 November 2015	(1) Gold Diamond D Manchester Airport 2005 Ltd (2) ANSA Elevators Ltd
	Defensive Pump Replacement (11 Nr.)	29 September 2016	(1) Gold Diamond D Manchester Airport 2005 Ltd (2) Integrated MEP Ltd
	Passive Fire Works – Compartmentation Defects	29 September 2016	(1) Gold Diamond D Manchester Airport 2005 Ltd (2) Global HSE Solutions Ltd
	Replacement of Boilers	6 June 2017	(1) Gold Diamond D Manchester Airport 2005 Ltd

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
			(2) Integrated MEP Ltd
	Blygold Treatment to Existing VRF Condenser Units	6 June 2017	(1) Gold Diamond D Manchester Airport 2005 Ltd (2) Integrated MEP Ltd
	Cold Water Storage Tank Replacement	6 May 2017	(1) Gold Diamond D Manchester Airport 2005 Ltd (2) Integrated MEP Ltd
	Bar and Reception Air-conditioning	6 May 2017	(1) Gold Diamond D Manchester Airport 2005 Ltd (2) Integrated MEP Ltd
	Corridor Heating	6 July 2017	(1) Gold Diamond D Manchester Airport 2005 Ltd (2) Integrated MEP Ltd
	Defensive Pump Replacement (3 Nr.)	6 July 2017	(1) Gold Diamond D Manchester Airport 2005 Ltd (2) Integrated MEP Ltd
SWINDON			
DEEDS OF INSTRUCTION			
	Replacement of R22 gas equipment	5 June 2015	(1) Gold Diamond E Swindon 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	R22 Gas Replacement	26 May 2014	(1) Gold Diamond E Swindon 2005 Ltd (2) Vectorwell Limited
	Replacement of Sewerage Pump	Undated	(1) Gold Diamond E Swindon 2005 Ltd (2) Manstal Limited
	R22 Gas Replacement	Undated	(1) Gold Diamond D Swindon 2013 Ltd (2) Vectorwell Ltd
	Chilled Water Pump Replacement	3 August 2015	(1) Gold Diamond D Swindon 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Replacement / Repair of Metal Frame Windows Beyond Lifespan	3 August 2015	(1) Gold Diamond D Swindon 2013 Ltd (2) CLC Group Limited
	Replacement of Existing Spa and Associated Works	17 November 2015	(1) Gold Diamond D Swindon 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Replacement / repair of metal frame windows beyond lifespan	17 November 2015	(1) Gold Diamond D Swindon 2013 Ltd (2) CLC Group Limited
	New laundry fire curtain	Undated	(1) Gold Diamond D Swindon 2013 Ltd (2) Global HSE Solutions Limited
	Fire stopping risers	Undated	(1) Gold Diamond D Swindon 2013 Ltd (2) Global HSE Solutions Limited
	Replacement of copper	Undated	(1) Gold Diamond D Swindon 2005 Ltd

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
	pipework to leisure club		(2) Manstall Electrical Contractors Ltd
	Installation of fire curtain between Chats Café and Leisure Centre	Undated	(1) Gold Diamond D Swindon 2005 Ltd (2) Global HSE Solutions Limited
	S-154 Tarmac Repair Works	29 September 2016	(1) Gold Diamond D Swindon 2005 Ltd (2) CLC Contractors Ltd
	S-151 Replacement of Lighting Control Systems in Public Areas	29 September 2016	(1) Gold Diamond D Swindon 2005 Ltd (2) Manstal Electrical Contractors Ltd
	S-153 Replacement of Pipework in Calorifier Room	29 September 2016	(1) Gold Diamond D Swindon 2005 Ltd (2) Manstal Electrical Contractors Ltd
	Guestroom Occupancy Detection	21 March 2017	(1) Gold Diamond D Swindon 2013 Ltd (2) Electronic Systems Design Ltd
WORSLEY PARK			
DEEDS OF INSTRUCTION			
	Replacement of R22 gas equipment	5 June 2015	(1) Gold Diamond E Worsley Park 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond E Worsley Park 2005 Ltd (2) Quintex Systems Limited
	R22 Gas Replacement	26 May 2014	(1) Gold Diamond E Worsley Park 2005 Ltd (2) Vectorwell Limited
	R22 Gas Replacement	21 April 2015	(1) Gold Diamond D Worsley Park 2013 Ltd (2) Vectorwell Ltd
	Repair to Rotten Timber Windows and Doors Within Restaurant	Undated	(1) Gold Diamond E Worsley Park 2005 Ltd (2) McGoff & Byrne Ltd
	Emergency Light Replacement	17 November 2015	(1) Gold Diamond (2) Global Fire and Security Systems Ltd
	Fire stopping to risers	Undated	(1) Gold Diamond E Worsley Park 2005 Ltd (2) Global HSE Solutions Limited
	S-182 Defensive Pump Replacement (15 Nr.)	29 September 2016	(1) Gold Diamond D Manchester Airport 2005 Ltd (2) Integrated MEP Ltd

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
BREADSALL PRIORY			
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Breadsall Priory 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Breadsall Priory 2005 Ltd (2) Quintex Systems Limited
	R22	26 May 2014	(1) Gold Diamond D Breadsall Priory 2005 Ltd (2) Vectorwell Limited
	R22 Gas Replacement	21 April 2015	(1) Gold Diamond D Breadsall Priory 2005 Ltd (2) Vectorwell Limited
	Fire stopping to risers	Undated	(1) Gold Diamond D Breadsall Priory 2005 Ltd (2) Global HSE Solutions Limited
	Replace ineffective fire and smoke seals and none fire rated hinges to bedroom and corridor doors	Undated	(1) Gold Diamond D Breadsall Priory 2005 Ltd (2) Global HSE Solutions Limited
	S-195 Passive Fire Works – Compartmentation Defects	29 September 2016	(1) Gold Diamond D Breadsall Priory 2005 Ltd (2) Global HSE Solutions Limited
SLOUGH			
CONTRACT DOCUMENTS			
	JCT Design and Build Contract 2011 for replacement of roof plant and associated roofing works at Marriott Hotel Windsor, Slough	14 December 2015	(1) Gold Diamond D Slough 2005 Ltd (2) Integrated MEP Ltd
MINOR WORKS ORDERS			
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Slough 2005 Ltd (2) Quintex Systems Limited
	CHP	29 April 2014	(1) Gold Diamond D Slough 2005 Ltd (2) Cogenco Limited
	Fire Alarm System Replacement	7 November 2014	(1) Gold Diamond D Slough 2005 Ltd (2) Global Fire and Security Systems Limited
	Encapsulation of Asbestos	3 August 2015	(1) Gold Diamond D Slough 2005 Ltd

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
	Tiles in Linen Cupboards		(2) McGoff & Byrne Ltd
	Replacement of changing room AHU's	Undated	(1) Gold Diamond D Slough 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Replacement of plate heat exchangers	Undated	(1) Gold Diamond E Slough 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Upgrade of chiller control panel	Undated	(1) Gold Diamond D Slough 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Hot and cold water pipes replacement	Undated	(1) Gold Diamond D Slough 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Lightning Conductor Upgrade	29 September 2016	(1) Gold Diamond D Slough 2005 Ltd (2) Integrated MEP Limited
	Replacement of Tower Block Extraction Unit	29 September 2016	(1) Gold Diamond D Slough 2005 Ltd (2) Manstal Electrical Contractors Limited
	Kitchen Ceiling and Extraction Replacement	29 September 2016	(1) Gold Diamond D Slough 2005 Ltd (2) Manstal Electrical Contractors Limited
	Replacement of LV Panels (TO BE MOVED FROM HEATHROW PACKET)	17 November 2015	(1) Gold Diamond E Slough 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Upgrade of Chiller Control Panel (TO BE MOVED FROM HEATHROW PACKET)	17 November 2015	(1) Gold Diamond E Slough 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Hot and Cold Water Pipes Replacement (TO BE MOVED FROM HEATHROW PACKET)	17 November 2015	(1) Gold Diamond E Slough 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Replacement of Plate Heat Exchangers (TO BE MOVED FROM HEATHROW PACKET)	17 November 2015	(1) Gold Diamond E Slough 2005 Ltd (2) Manstall Electrical Contractors Ltd
HUNTINGDON			
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Huntingdon 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Huntingdon 2005 Ltd (2) Quintex Systems Limited
	R22 Gas Replacement	21 April 2015	(1) Gold Diamond D Huntingdon 2005 Ltd

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
			(2) Vectorwell Ltd
	Fire Door Replacement	7 November 2014	(1) Gold Diamond D Huntingdon 2005 Ltd (2) Global HSE Solutions Limited
	Replacement of Kitchen Canopy Extract Fan	3 August 2015	(1) Gold Diamond D Huntingdon 2005 Ltd (2) Integrated MEP Ltd
	Replacement of Faulty Boiler	3 August 2015	(1) Gold Diamond D Huntingdon 2005 Ltd (2) Integrated MEP Ltd
EDINBURGH			
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Edinburgh 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	Replacement of 4 Nr HW Circulation Pumps	3 August 2015	(1) Gold Diamond D Edinburgh 2005 Ltd (2) Integrated MEP Limited
	R22 Gas Replacement	21 April 2015	(1) Gold Diamond D Edinburgh 2005 Ltd (2) Vectorwell Limited
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Edinburgh 2005 Ltd (2) Quintex Systems Limited
	Upgrade Fire Doors / Fire Compartmentation Works	Undated	(1) Gold Diamond D Edinburgh 2005 Ltd (2) Global HSE Solutions Limited
	Replace ineffective seals to riser doors throughout hotel and various minor works to doors	17 November 2015	(1) Gold Diamond D Leeds 2005 Ltd (2) Global HSE Solutions Limited
	Replacement of existing fire alarm control panel	17 November 2015	(1) Gold Diamond (2) Global Fire and Securities Systems Limited
	Window replacement and associated structural and finishes works to leisure centre	17 November 2015	(1) Gold Diamond D Edinburgh 2005 Ltd (2) McGoff Group Facilities Services Ltd
	Re-roofing works to source roof	Undated	(1) Gold Diamond D Edinburgh 2005 Ltd (2) McGoff Group Facilities Services Ltd
	Roof works and replacement of AHUs	Undated	(1) Gold Diamond D Edinburgh 2005 Ltd (2) Integrated MEP Ltd
	Installation of Boiler Interlock	29 September 2016	(1) Gold Diamond D Edinburgh 2005 Ltd (2) Integrated MEP Limited

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
LIVERPOOL CITY CENTRE			
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Liverpool City Centre 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Liverpool City Centre 2005 Ltd (2) Quintex Systems Limited
	R22 Gas Replacement	21 April 2015	(1) Gold Diamond D Liverpool City Centre 2005 Ltd (2) Vectorwell Ltd
	Fire Remedial Works	7 November 2014	(1) Gold Diamond D Liverpool City Centre 2005 Ltd (2) Global HSE Solutions Limited
	Replacement of 20 Windows Which are Unrepairable	13 January 2015	(1) Gold Diamond D Liverpool City Centre 2005 Ltd (2) McGoff & Byrne Ltd
	Replace External Ceiling Cladding Above Public Access Walkway	3 August 2015	(1) Gold Diamond D Liverpool City Centre 2005 Ltd (2) McGoff & Byrne Ltd
	Installation of Sprinkler Pump to Loft Space	3 August 2015	(1) Gold Diamond D Liverpool City Centre 2005 Ltd (2) Integrated MEP Ltd
	Installation of New Jokey Pump to Sprinkler Installation	3 August 2015	(1) Gold Diamond D Liverpool City Centre 2005 Ltd (2) Integrated MEP Ltd
	Repair Works to Merchant Roof	3 August 2015	(1) Gold Diamond D Liverpool City Centre 2005 Ltd (2) McGoff & Byrne Ltd
	Replace Kitchen Flooring	3 August 2015	(1) Gold Diamond D Liverpool City Centre 2005 Ltd (2) McGoff & Byrne Ltd
	Refurbishment of two existing lifts	17 November 2015	(1) Gold Diamond D Liverpool City Centre 2005 Ltd (2) Jackson Lift Services Ltd
	New FD60 doors and frame goods-in / refuse area	Undated	(1) Gold Diamond D Liverpool City Centre 2005 Ltd (2) Global HSE Solutions Limited
	Defensive Pump Replacement (6 Nr.)	29 September 2016	(1) Gold Diamond D Liverpool City Centre 2005 Ltd (2) Integrated MEP Ltd

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
	Replacement of 7 th Floor Plant Room Calorifier	29 September 2016	(1) Gold Diamond D Liverpool City Centre 2005 Ltd (2) Integrated MEP Ltd
	Guest Room and Hotel Door Intumescent Fire Strips	29 September 2016	(1) Gold Diamond D Liverpool City Centre 2005 Ltd (2) Integrated MEP Ltd
BIRMINGHAM			
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Birmingham 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	Replacement of 10 Nr Existing Hamworthy Boilers	3 August 2015	(1) Gold Diamond D Birmingham 2005 Ltd (2) Integrated MEP Limited
	R22 Gas Replacement	21 April 2015	(1) Gold Diamond D Birmingham 2005 Ltd (2) Vectorwell Limited
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Birmingham 2005 Ltd (2) Quintex Systems Limited
	Reinstatement of Ineffective Fire Stopping Within Risers	Undated	(1) Gold Diamond D Birmingham 2005 Ltd (2) Global HSE Solutions Limited
	Replacement of two guest lifts	17 November 2015	(1) Gold Diamond D Birmingham 2005 Ltd (2) Jackson Lift Services Ltd
	S-175 Defensive Pump Replacement (25 Nr.)	29 September 2016	(1) Gold Diamond D Birmingham 2005 Ltd (2) Integrated MEP Ltd
	S-197 Upgrades to Fire Alarm System	29 September 2016	(1) Gold Diamond D Birmingham 2005 Ltd (2) Global Fire and Security Systems Ltd
	Guestroom Occupancy Detection	21 March 2017	(1) Gold Diamond D Birmingham 2005 Ltd (2) Electronic Systems Design Ltd
ABERDEEN			
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Aberdeen 2005 Ltd (2) PSH Consulting Limited

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
MINOR WORKS ORDERS			
	Removal and Replacement of Lamp Posts and External Light Fittings	3 August 2015	(1) Gold Diamond D Aberdeen 2005 Ltd (2) McGoff & Byrne Limited
	R22 Gas Replacement	21 April 2015	(1) Gold Diamond D Aberdeen 2005 Ltd (2) Vectorwell Limited
	Repair and Replacement of Main Canopy and Sprinkler Room Roof	21 April 2015	(1) Gold Diamond D Aberdeen 2005 Ltd (2) McGoff & Byrne Limited
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Aberdeen 2005 Ltd (2) Quintex Systems Limited
BOURNEMOUTH			
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Bournemouth 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	Repairs to Roof Leaks	3 August 2015	(1) Gold Diamond D Bournemouth 2005 Ltd (2) CLC Contractors Limited
	Re-glaze Basement Canopy to Collingwood Building	3 August 2015	(1) Gold Diamond D Bournemouth 2005 Ltd (2) CLC Group Limited
	Construct Concrete Base to Compactor	3 August 2015	(1) Gold Diamond D Bournemouth 2005 Ltd (2) CLC Group Limited
	Replacement of Chiller Unit in Cellar	3 August 2015	(1) Gold Diamond D Bournemouth 2005 Ltd (2) Manstal Electrical Contractors Limited
	R22 Gas Replacement	21 April 2015	(1) Gold Diamond D Bournemouth 2005 Ltd (2) Vectorwell Limited
	Replacement of Boilers	21 April 2015	(1) Gold Diamond D Bournemouth 2005 Ltd (2) Manstal Limited
	Replacement of Booster Pump Set	21 April 2015	(1) Gold Diamond D Bournemouth 2005 Ltd (2) Manstal Limited
	Heat Exchanger Replacement	21 April 2015	(1) Gold Diamond D Bournemouth 2005 Ltd (2) Manstal Limited

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Bournemouth 2005 Ltd (2) Quintex Systems Limited
	External Works to Upgrade/Replace Lighting Protection System	Undated	(1) Gold Diamond D Bournemouth 2005 Ltd (2) Manstal Limited
	Replacement of 14no A/C Units to Cottages	Undated	(1) Gold Diamond D Bournemouth 2005 Ltd (2) Manstal Limited
	Re-glazing of basement canopy to Collingwood building	17 November 2015	(1) Gold Diamond D Bournemouth 2005 Ltd (2) CLC Group Limited
	Construction of concrete base to compactor	17 November 2015	(1) Gold Diamond D Bournemouth 2005 Ltd (2) CLC Group Limited
	Fire stopping to roof space in cottages	Undated	(1) Gold Diamond D Bournemouth 2005 Ltd (2) Global HSE Solutions Limited
	Fire door replacements	Undated	(1) Gold Diamond D Bournemouth 2005 Ltd (2) Global HSE Solutions Limited
	S-008 Pool Filters System Replacement	29 September 2016	(1) Gold Diamond D Bournemouth 2005 Ltd (2) Manstal Electrical Contractors Ltd
	S-011 Car Park Tarmac	29 September 2016	(1) Gold Diamond D Bournemouth 2005 Ltd (2) CLC Contractors Ltd
	S-012 External Painting of Building Facades	29 September 2016	(1) Gold Diamond D Bournemouth 2005 Ltd (2) CLC Contractors Ltd
	S-212 Defensive Pump Replacement (2 Nr.)	29 September 2016	(1) Gold Diamond D Bournemouth 2005 Ltd (2) Manstal Electrical Contractors Ltd
	S-211 Supply and Install 2 Nr Boilers for Cottage	29 September 2016	(1) Gold Diamond D Bournemouth 2005 Ltd (2) Manstal Electrical Contractors Ltd
	S-010 Resurfacing of Dorchester Crescent	29 September 2016	(1) Gold Diamond D Bournemouth 2005 Ltd (2) CLC Contractors Ltd
SWANSEA			
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas	5 June 2015	(1) Gold Diamond D Swansea 2005 Ltd (2) PSH Consulting Limited

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
	equipment)		
MINOR WORKS ORDERS			
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Swansea 2005 Ltd (2) Quintex Systems Limited
	CHP	29 April 2014	(1) Gold Diamond D Swansea 2005 Ltd (2) Cogenco Limited
	R22	26 May 2014	(1) Gold Diamond D Swansea 2005 Ltd (2) Vectorwell Limited
	R22 Gas Replacement	21 April 2015	(1) Gold Diamond D Swansea 2005 Ltd (2) Vectorwell Ltd
	Investigate and Carry Out Roof Repairs	3 August 2015	(1) Gold Diamond D Swansea 2005 Ltd (2) CLC Contractors Ltd
	Replacement of Water Circulation Pumps	3 August 2015	(1) Gold Diamond D Swansea 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Replacement for staff lift	17 November 2015	(1) Gold Diamond D Swansea 2005 Ltd (2) Jackson Lift Services Ltd
	Replacement of guest lift	17 November 2015	(1) Gold Diamond D Swansea 2005 Ltd (2) Jackson Lift Services Ltd
	Fire Stop Breaches Above Fire Doors and Seals to Fire Doors	Undated	(1) Gold Diamond D Swansea 2005 Ltd (2) Global HSE Solutions Limited
	Flat Roofing Works	29 September 2016	(1) Gold Diamond D Swansea 2005 Ltd (2) CLC Contractors Ltd
	Smoke Detection Upgrade	29 September 2016	(1) Gold Diamond D Swansea 2005 Ltd (2) Global Fire and Security Systems Ltd
PETERBOROUGH			
MINOR WORKS ORDERS			
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Peterborough 2005 Ltd (2) Quintex Systems Limited
	CHP	29 April 2014	(1) Gold Diamond D Peterborough 2005 Ltd (2) Cogenco Limited
	R22	26 May 2014	(1) Gold Diamond D Peterborough 2005 Ltd (2) Vectorwell Limited
	Fire Compartmentation Works	7 November 2014	(1) Gold Diamond D Peterborough 2005 Ltd (2) Global HSE Solutions Limited
	Repair of Walk-In Freezer and Walk-In Pastry Fridge	Undated	(1) Gold Diamond D Peterborough 2005 Ltd

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
			(2) Integrated MEP (Vectorwell Ltd)
	Replacement of Existing Boilers	3 August 2015	(1) Gold Diamond D Peterborough 2005 Ltd (2) Integrated MEP Ltd
	UPS Battery Back Up System Replacement	Undated	(1) Gold Diamond D Peterborough 2005 Ltd (2) Integrated MEP (Vectorwell Ltd)
	Swimming Pool Survey Works	29 September 2016	(1) Gold Diamond D Peterborough 2005 Ltd (2) McGoff Group Facilities Services Limited
	Exterior Cladding	29 September 2016	(1) Gold Diamond D Peterborough 2005 Ltd (2) McGoff Group Facilities Services Limited
	Car Park Resurfacing	29 September 2016	(1) Gold Diamond D Peterborough 2005 Ltd (2) McGoff Group Facilities Services Limited
	Fire Alarm Works	29 September 2016	(1) Gold Diamond D Peterborough 2005 Ltd (2) Global Fire and Security Systems Limited
	Replacement of Chilled Water Pipework at Junction Boxes	29 September 2016	(1) Gold Diamond D Peterborough 2005 Ltd (2) Integrated MEP Limited
	Defensive Pump Replacement (10 No.)	29 September 2016	(1) Gold Diamond D Peterborough 2005 Ltd (2) Integrated MEP Limited
	Replacement of Plate Heat Exchangers following Expansion Tank Replacement	29 September 2016	(1) Gold Diamond D Peterborough 2005 Ltd (2) Integrated MEP Limited
BEXLEYHEATH			
MINOR WORKS ORDERS			
	Replacement of Paving to Entrance Stairs and Access	3 August 2015	(1) Gold Diamond D Bexleyheath 2005 Ltd (2) CLC Contractors Limited
	Replacement of Main Boiler	21 April 2015	(1) Gold Diamond D Bexleyheath 2005 Ltd (2) Manstal Limited
	Fire Compartmentation Works	21 April 2015	(1) Gold Diamond D Bexleyheath 2005 Ltd (2) Global HSE Solutions Limited

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Bexleyheath 2005 Ltd (2) Quintex Systems Limited
	CHP	29 April 2014	(1) Gold Diamond D Bexleyheath 2005 Ltd (2) Cogenco Limited
	Replacement of Split AC to Lifts	Undated	(1) Gold Diamond D Bexleyheath 2005 Ltd (2) Manstal Limited
	Replacement of Emergency Lights	17 November 2015	(1) Gold Diamond (2) Global Fire and Security Systems Limited
	S-001 Replace Swimming Pool and Spa Filters	29 September 2016	(1) Gold Diamond D Bexleyheath 2005 Ltd (2) Manstal Electrical Contractors Ltd
	S-003 Installation of new Jacuzzi Balance Tank	29 September 2016	(1) Gold Diamond D Bexleyheath 2005 Ltd (2) Manstal Electrical Contractors Ltd
	S-204 and S-210 (inclusive) Defence Pump Replacement (13 Nr)	29 September 2016	(1) Gold Diamond D Bexleyheath 2005 Ltd (2) Manstal Electrical Contractors Ltd
	Guestroom Occupancy Detection	21 March 2017	(1) Gold Diamond D Bexleyheath 2005 Ltd (2) Electronic Systems Design Ltd
GLASGOW			
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Glasgow 2005 Ltd (2) PSH Consulting Limited
	Deed of Instruction (refurbishment of bedrooms, conference and banqueting, food and beverage and leisure facilities and lobby areas)	Undated	(1) Gold Diamond D Glasgow 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	Installation of Cheetah (Ventilation Fan Energy Management) Equipment	29 May 2014	(1) Gold Diamond D Glasgow 2005 Ltd (2) Quintex Systems Limited
	CHP	29 April 2014	(1) Gold Diamond D Glasgow 2005 Ltd (2) Cogenco Limited
	R22 Gas Replacement	17 November 2015	(1) Gold Diamond D Glasgow 2005 Ltd (2) Vectorwell Limited

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
	Upgrade Fire Doors with seals, hinges and mirror repairs	17 November 2015	(1) Gold Diamond D Glasgow 2005 Ltd (2) Global HSE Solutions Limited
SUNDERLAND			
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Sunderland 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	R22 Gas Replacement	Undated	(1) Gold Diamond D Sunderland 2005 Ltd (2) Vectorwell Ltd
	Installation of Sprinklers to Attic of New Wing	3 August 2015	(1) Gold Diamond D Sunderland 2005 Ltd (2) Integrated MEP Ltd
	Replacement of Existing Boiler	3 August 2015	(1) Gold Diamond D Sunderland 2005 Ltd (2) Integrated MEP Ltd
	Fire stopping to risers	Undated	(1) Gold Diamond D Sunderland 2005 Ltd (2) Global HSE Solution Limited
	Boiler Room Asbestos Removal	29 September 2016	(1) Gold Diamond D Sunderland 2005 Ltd (2) McGoff Group Facilities Services Ltd
DURHAM			
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Durham 2005 Ltd (2) PSH Consulting Limited
	Fire Remedial Works	7 November 2014	(1) Gold Diamond D Durham 2005 Ltd (2) Global HSE Solutions Limited
	R22 Gas Replacement	21 April 2015	(1) Gold Diamond D Durham 2005 Ltd (2) Vectorwell Ltd
	Refurbishment of Chiller (Compressor overhaul)	Undated	(1) Gold Diamond D Durham 2005 Ltd (2) Integrated MEP (Vectorwell Ltd)
	Replacement of Automatic Controls to Gate in Staff Car Park	Undated	(1) Gold Diamond D Durham 2005 Ltd (2) Vectorwell Ltd
	Retrofit kit to reception auto doors	Undated	(1) Gold Diamond E Durham 2005 Ltd (2) McGoff Group Facilities Services Ltd
	Replacement of central chiller, pump set and pressurisation unit	Undated	(1) Gold Diamond D Durham 2005 Ltd (2) Integrated MEP Ltd

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
	Defensive Pump Replacements (16 Nr)	29 September 2016	(1) Gold Diamond D Durham 2005 Ltd (2) Integrated MEP Ltd
	Service Existing Plate Heat Exchanger	29 September 2016	(1) Gold Diamond D Durham 2005 Ltd (2) Integrated MEP Ltd
	Replacement of Kitchen Extract	29 September 2016	(1) Gold Diamond D Durham 2005 Ltd (2) Integrated MEP Ltd
	Extended Kitchen Canopies	6 July 2017	(1) Gold Diamond D Durham 2005 Ltd (2) Integrated MEP Ltd
DALMAHOY			
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Dalmahoy 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	Reinstatement of Primary Sewage Treatment Plant	3 August 2015	(1) Gold Diamond D Dalmahoy 2005 Ltd (2) Integrated MEP Limited
	Repairs to Underground Drainage to Bar Area	3 August 2015	(1) Gold Diamond D Dalmahoy 2005 Ltd (2) Integrated MEP Limited
	Boiler and Calorifier Replacement in Leisure Plant Room	3 August 2015	(1) Gold Diamond D Dalmahoy 2005 Ltd (2) Integrated MEP Limited
	Installation of Fire Alarm	7 November 2014	(1) Gold Diamond D Newcastle Metro Centre 2005 Ltd (2) Global Fire and Security Systems Limited
	Upgrade fire doors	17 November 2015	(1) Gold Diamond D Dalmahoy 2005 Ltd (2) Global HSE Solutions Limited
	R22 gas replacement	17 November 2015	(1) Gold Diamond D Dalmahoy 2005 Ltd (2) Vectorwell Ltd
	Upgrade hatchway between James Braid Bar	Undated	(1) Gold Diamond D Dalmahoy 2005 Ltd (2) Global HSE Solutions Limited
	Upgrade fire doors with seals, hinges and minor repairs	Undated	(1) Gold Diamond D Dalmahoy 2005 Ltd (2) Global HSE Solutions Limited
	Sewage Treatment Bio-Disc Repairs	18 October 2016	(1) Gold Diamond D Dalmahoy 2005 Ltd (2) Integrated MEP Limited
	Replacement of Water Tank to Sewage Area	18 October 2016	(1) Gold Diamond D Dalmahoy 2005 Ltd (2) Integrated MEP Limited
	Defensive Pump Replacement and Corroded Pipework Replacement	18 October 2016	(1) Gold Diamond D Dalmahoy 2005 Ltd (2) Integrated MEP Limited

NO	CONTRACT	DATE OF DOCUMENT	PARTIES
MEON VALLEY			
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Meon Valley 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	Reinstatement of Fire Boundaries	21 April 2015	(1) Gold Diamond D Meon Valley 2005 Ltd (2) Global HSE Solutions Limited
	Replacement of External LED Lighting	3 August 2015	(1) Gold Diamond D Meon Valley 2005 Ltd (2) Manstall Electrical Contractors Ltd
	Replacement of Existing Sewage Pumps	3 August 2015	(1) Gold Diamond D Meon Valley 2005 Ltd (2) Manstall Electrical Contractors Ltd
	R22 Gas Replacement	21 April 2015	(1) Gold Diamond D Meon Valley 2005 Ltd (2) Vectorwell Ltd
	Replacement of corroded pipework in hot water system E block	Undated	(1) Gold Diamond D Meon Valley 2005 Ltd (2) Manstall Electrical Contractors Ltd
SPROWSTON MANOR			
DEEDS OF INSTRUCTION			
	Deed of Instruction (replacement of R22 gas equipment)	5 June 2015	(1) Gold Diamond D Sprowston Manor 2005 Ltd (2) PSH Consulting Limited
MINOR WORKS ORDERS			
	R22 Gas Replacement	21 April 2015	(1) Gold Diamond D Sprowston Manor 2005 Ltd (2) Vectorwell Ltd
	Replacement of Bedroom Block HWS Pump Set	3 August 2015	(1) Gold Diamond D Sprowston Manor 2005 Ltd (2) Integrated MEP Ltd
	Replacement of Isolation Valves on Water Tank	3 August 2015	(1) Gold Diamond D Sprowston Manor 2005 Ltd (2) Integrated MEP Ltd
	Replacement of CWS Booster Pump Set	3 August 2015	(1) Gold Diamond D Sprowston Manor 2005 Ltd (2) Integrated MEP Ltd
	Replacement of Boilers and Flue Modifications	3 August 2015	(1) Gold Diamond D Sprowston Manor 2005 Ltd (2) Integrated MEP Ltd

**SCHEDULE 6
LEASES AND INSURANCES**

**PART A
NOTICE OF SECURITY**

To: [Headlease holder/tenant/Insurer]

Date: [•] 2017

Dear Sirs,

We give you notice that, by a Debenture dated [•] 2017 (the "**Debenture**"), we have created security by way of equitable assignment in favour of Crédit Agricole Corporate and Investment Bank (the "**Security Trustee**") as trustee for the Secured Parties all our rights, title, interest and benefit in and to [the [*describe Lease (date/term/parties/premises)*] dated [•] between [•] relating to [•] (including all moneys payable thereunder and the proceeds of all claims and judgments for breach of covenant) (the "**Lease**").] **OR** [the [*describe Insurance Policy*] policy number effected by us or whomsoever in relation to the risk to [describe Property] (including all moneys payable thereunder, proceeds of all claims, awards and judgments) and all other insurances entered into supplemental to or in replacement of such policy of insurance (the "**Policy**").]

We will remain liable to perform all our obligations under the [Lease/Policy] and the Security Trustee is under no obligation of any kind whatsoever under the [Lease/Policy] nor under any liability whatsoever in the event of any failure by us to perform our obligations under the [Lease/Policy].

[*Leases*: We irrevocably instruct and authorise you to pay all payments under or arising under the Lease to our account called "[*Chargor Name*] - [Net Operating Income Account]", Account number [•] sort code [•]. It is very important that you make all immediate arrangements for all sums payable by you under the Lease to be paid to this account.]

[*Insurance Policies*: With effect from your receipt of this notice we irrevocably instruct and authorise you to:

1. make all payments and claims (excluding third party liability claims) [in excess of £ [250,000]] under or arising from the Policy to the account called "[*Chargor Name*] - [Insurance Proceeds Account] Account", Account number [•] sort code [•], **provided that** if the payments and claims are in respect of loss of income or business interruption they shall instead be paid to the account called "[*Chargor Name*] – Net Operating Income Account", Account number [•], sort code [•];
2. [name the Security Trustee as co-insured and loss payee]/[note the interest of the Security Trustee] on the Policy; and
3. disclose to the Security Trustee, without further approval from us, such information regarding the Policy as the Security Trustee may from time to time request and to send it copies of all notices issued by you under the Policy.]

Please note that:

1. all remedies provided for under the [Lease/Policy] or available at law or in equity are exercisable by the Security Trustee;
2. all rights to compel performance of the [Lease/Policy] are exercisable by the Security Trustee; and
3. all rights, title, interests and benefits whatsoever accruing to or for the benefit of us arising under the [Lease/Policy] (including all rights to compel performance) belong to the Security Trustee.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Would you please confirm your agreement to the above by sending the enclosed acknowledgement to the Security Trustee with a copy to us.

Yours faithfully

[*Chargor Name*]

PART B
ACKNOWLEDGEMENT OF NOTICE OF SECURITY

To: Crédit Agricole Corporate and Investment Bank

 as Security Trustee

Date: [•] 2017

Dear Sirs,

We confirm receipt from [*Chargor Name*] (the "**Chargor**") of a notice dated [•] 2017 of a charge by way of equitable assignment upon the terms of a Debenture dated [•] 2017 (the "**Debenture**") to Crédit Agricole Corporate and Investment Bank (the "**Security Trustee**") as trustee for the Secured Parties of all the Chargor's rights, title, interest and benefit in, to and under the [Lease/Policy] (as specified in that notice) to which we are a party.

We confirm that we have not received notice of:

- (a) any assignment or charge of or over any of the rights, title, interests and benefits specified in such notice; or
- (b) the interest of any third party in any of the rights, title, interests and benefits specified in such notice,

and will make all payments to the account specified in that notice.

We further confirm that:

- 2. no amendment, waiver or release of any such rights, interests and benefits will be effective without the prior written consent of the Security Trustee;
- 3. no termination of such rights, title, interests or benefits will be effective unless we have given the Security Trustee 21 days' written notice of the proposed termination and specifying the action necessary to avoid such termination;
- 4. the Chargor will remain liable to perform all its obligations under the [Lease/Policy] and the Security Trustee is under no obligation of any kind whatsoever under the [Lease/Policy] nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the [Lease/Policy]; and
- 5. no breach or default on the part of the Chargor of any of the terms of such [Lease/Policy] will be deemed to have occurred unless we have given notice of such breach to the Security Trustee specifying how to make good such breach.

We confirm that we have made all necessary arrangements for all future payments payable under such [Lease/Policy] to be made into the account specified in the notice [and for [the Security Trustee to be named as co-insured and loss payee]/[the interest of the Security Trustee to be noted on the Policy].

We unconditionally and irrevocably waive all rights of set-off, lien, combination of accounts and similar rights (however described) which we may have now or in the future to the extent

that such rights relate to amounts owed to us by the Chargor (and the proceeds thereof) and we will send you copies of all statements, orders and notices given by us relating to such debt.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Yours faithfully,

[Headlease holder/tenant/Insurer]

cc. *[Chargor Name]*

**SCHEDULE 7
CONTROL ACCOUNTS**

**PART A
NOTICE OF SECURITY TO ACCOUNT BANK**

To: [Account Bank/other financial institution]

Date: [•] 2017

Dear Sirs,

We give you notice that, by a Debenture dated [•] 2017 (the "**Debenture**"), we have created security by way of equitable assignment in favour of Crédit Agricole Corporate and Investment Bank (the "**Security Trustee**") as trustee for the Secured Parties over any accounts and all moneys (including interest) from time to time standing to the credit of those accounts with any bank, building society, financial institution or other person and the debt or debts represented thereby.

The account[s] maintained with your [bank/building society/financial institution/other] [is/are]:

Account Name[s]: [•]
Sort Code[s]: [•]
Account No[s]: [•]

(together, the "**Account[s]**")

[Accounts other than operating and general accounts:

With effect from the date of your receipt of this notice:

- (a) any existing payment instructions affecting the above Account[s] are to be terminated and all payments and communications in respect of the Accounts should be made to the Security Trustee or to its order (with a copy to us); and
- (b) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Accounts are exercisable by, or at the direction of, the Security Trustee.]

[Operating and general accounts:

We further instruct and authorise you to act only in accordance with the Security Trustee's instructions following receipt by you of a notice that the security over the *[relevant accounts]* is enforceable, issued by the Security Trustee. Until such notice is received by you, we are authorised by the Security Trustee to receive, withdraw or otherwise transfer any credit balance from time to time on *[specify account]*.]

We irrevocably instruct and authorise you to disclose to the Security Trustee without any reference to or further authority from us and without any inquiry by you as to the justification for such disclosure, such information relating to *[any]* account[s] maintained with you from time to time as the Security Trustee may request you to disclose to it.

With effect from the date of your receipt of this notice all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the accounts belong to the Security Trustee.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales. Would you please confirm your agreement to the above by sending the enclosed acknowledgement to the Security Trustee with a copy to us.

Yours faithfully,

[*Chargor Name*]

PART B
ACKNOWLEDGEMENT OF SECURITY BY ACCOUNT BANK

To: Crédit Agricole Corporate and Investment Bank

 as Security Trustee

Date: [•] 2017

Dear Sirs,

We confirm receipt from [*Chargor Name*] (the "**Chargor**") of a notice dated [•] 2017 of a charge by way of equitable assignment upon the terms of a Debenture dated [•] 2017 (the "**Debenture**") of all moneys (including interest) from time to time standing to the credit of the Chargor's account[s] (as specified therein) (the "**Control Account[s]**") which [is/are] maintained with us and the debt or debts represented thereby.

We confirm that no fees or periodic charges are payable in respect of the Control Account[s] (save for [•]) and there are no restrictions on (a) the payment of the credit balance on the Control Account[s] (except, in the case of a time deposit, the expiry of the relevant period) or (b) the creation of Security over the Control Account[s] in favour of the Security Trustee or any third party.

We unconditionally and irrevocably waive all rights of set-off, lien, combination or consolidation of accounts, security in respect of any Control Account[s] and similar rights (however described) which we may have now or in the future in respect of [each of] the Control Account[s] or the balance thereon to the extent that such rights relate to amounts owed to us by the Chargor.

We confirm that we have not received notice of the interest of any third party in [any of] the Control Account[s] and will not, without the Security Trustee's prior written consent, amend or vary any rights attaching to the Control Account[s].

We will act only in accordance with the instructions given by persons authorised by the Security Trustee and we shall send all statements and other notices given by us relating to the Control Account to the Security Trustee.

This letter and all non-contractual obligations arising out of or in connection with it are to be governed by and will be construed in accordance with the laws of England and Wales.

Yours faithfully,

[Account Bank/other financial institution]

cc. [Chargor Name]

**SCHEDULE 8
ASSIGNED LOANS**

**PART A
NOTICE OF ASSIGNMENT**

To: [•]

Date: [•] 2017

Dear Sirs,

1. We hereby give you notice that we have created security by way of equitable assignment to **Crédit Agricole Corporate and Investment Bank** (the "**Security Trustee**") pursuant to a debenture entered into by us in favour of the Security Trustee dated [•] over all our rights, title and interest in and to all moneys payable by you to us under [*details of relevant inter-company loan agreement*] (the "**Inter-company Loan Agreement**").
2. We shall continue to be solely responsible for the performance of our obligations under or in connection with the Inter-company Loan Agreement.
3. With effect from the date of your receipt of this notice:
 - (a) all payments by you to us under or arising from the Inter-company Loan Agreement (the "**Payments**") shall be paid to, or at the direction of, the Security Trustee, as it may specify in writing from time to time;
 - (b) all remedies provided for in the Inter-company Loan Agreement or available at law or in equity shall be exercisable by, or at the direction of, the Security Trustee; and
 - (c) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Payments shall belong to the Security Trustee.
4. You are authorised and instructed, without requiring further approval from us, to provide the Security Trustee with such information relating to the Inter-company Loan Agreement as it may from time to time request and to send copies of all notices issued by you under the Inter-company Loan Agreement to the Security Trustee as well as to us.
5. Until the end of the Security Period, these instructions may not be revoked, nor may the terms of the Inter-company Loan Agreement be amended, varied, waived or terminated, without the prior written consent of the Security Trustee.
6. Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Trustee at [Broadwalk House, 5 Appold Street, London, EC2A 2DA] marked for the attention of [Andre Kashket / Alison Lafferty].
7. This notice and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

For and on behalf of

[*Chargor Name*]

We confirm our agreement to the terms of this notice and instruct you, in accordance with Clause 3 of this notice, and with effect from the date of your receipt of this notice, that:

- (a) the Permitted Payments shall be made to [*Chargor Name*] in accordance with the terms of the Subordination Agreement dated [•] 2017 between the Original Obligors, the Original Junior Creditors and Crédit Agricole Corporate and Investment Bank as Facility Agent (all as described therein); and
- (b) all remedies provided for in the Inter-company Loan Agreement (or otherwise available) in respect of the Payments shall be exercisable by [*Chargor Name*],

in each case until you receive written notification from us to the contrary.

For and on behalf of

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK

By:

Dated:

PART B
ACKNOWLEDGEMENT OF ASSIGNMENT

[On copy only:

To: **CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

We acknowledge receipt of a notice received from [*Chargor Name*] (the "**Company**") in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the rights, interests and benefits in and to the Payments and that we will comply with the terms of the notice received from the Company.

We further confirm that:

- (a) we have not claimed or exercised, have no outstanding right to claim or exercise, and will not prior to the end of the Security Period exercise, any right of set-off, counterclaim or other right relating to the Payments;
- (b) no amendment, waiver or release of any rights, interests and benefits in and to the Payments shall be effective without your prior written consent; and
- (c) no breach or default on the part of the Company of any of the terms of the Inter-company Loan Agreement shall be deemed to have occurred unless we have given notice of such breach to the Security Trustee specifying how to make good such breach.

We acknowledge receipt of instructions from you in connection with the assignment of the Inter-company Loan Agreement and confirm that we shall act in accordance with them until we receive written notification from you to the contrary.

For and on behalf of [*relevant obligor*]

By:

Dated:]

**SCHEDULE 9
HEDGE DOCUMENTS**

**PART A
NOTICE OF ASSIGNMENT**

To: [Counterparty Name]

Date: [•] 2017

Dear Sirs,

1. We hereby give you notice that we have charged by way of assignment to **Crédit Agricole Corporate and Investment Bank** (the "**Security Trustee**") pursuant to a debenture entered into by us in favour of the Security Trustee dated [•] 2017 over all our rights, title and interest in and under [*details of relevant Hedge Documents*] (including all monies payable thereunder, but subject to the application of any rights of set-off or netting provided for thereunder) (the "**Hedge Documents**").
2. We shall continue to be solely responsible for the performance of our obligations under or in connection with the Hedge Documents.
3. With effect from the date of receipt of this notice, the Hedge Documents may not be amended, supplemented or extended nor may any provision of a Hedge Document be waived, without the prior written consent of Crédit Agricole Corporate and Investment Bank acting as facility agent (the "**Facility Agent**") (such consent not to be unreasonably withheld), unless in respect of an amendment, supplement or waiver, that amendment, supplement or waiver is administrative and/or mechanical in nature and does not give rise to a conflict with any provision of the facility agreement entered into between, amongst others, the Security Trustee, the Facility Agent and Silver Diamond TEHC24 S.à r.l. as the Obligors' Agent (the "**Facility Agreement**").
4. With effect from the date of your receipt of this notice:
 - (a) all payments by you to us in respect of any break gain under the Hedge Documents shall be paid to our account called "Disposal Proceeds Account", Account number [•] sort code [•], or otherwise at the direction of the Security Trustee, as it may specify in writing from time to time; and
 - (b) all other sums payable by you to us under or arising from the Hedge Documents shall be paid to our account called "Net Operating Income Account", Account number [•] sort code [•], or otherwise at the direction of the Security Trustee, as it may specify in writing from time to time.

It is very important that you make all immediate arrangements for all sums payable by you under the Hedge Documents to be paid to the above accounts;

- (c) all remedies provided for in the Hedge Documents or available at law or in equity shall be exercisable by, or at the direction of, the Security Trustee; and

- (d) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising under the Hedge Documents shall belong to the Security Trustee,

in each case, subject to the application of any rights of set-off or netting provided for in the Hedge Documents.

5. Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Trustee at [Broadwalk House, 5 Appold Street, London, EC2A 2DA] marked for the attention of [Andre Kashket / Alison Lafferty].
6. This notice and any non-contractual obligations arising out of or in connection with it are governed by the laws of England and Wales.

Yours faithfully,

For and on behalf of

[*Chargor Name*]

PART B
ACKNOWLEDGEMENT OF ASSIGNMENT

To: Crédit Agricole Corporate and Investment Bank

 as Security Trustee

Date: [•] 2017

Dear Sirs

We confirm receipt from [Enter Chargor Name] (the "**Chargor**") of a notice dated [•] 2017 of a charge by way of assignment upon the terms of a Debenture dated [•] 2017 (the "**Debenture**") to Crédit Agricole Corporate and Investment Bank (the "**Security Trustee**") as trustee for the Secured Parties of all the Chargor's rights, title, interest and benefit in, to and under the Hedge Documents (but subject to the application of any rights of set-off or netting provided for in the Hedge Documents) (as specified in that notice) to which we are a party.

We confirm that we have not received notice of:

- (a) any assignment or charge of or over any of the rights, interests and benefits specified in such notice; or
- (b) the interest of any third party in any of the rights, interests and benefits specified in such notice,

and will make all payments [to the account][as] specified in that notice.

We further acknowledge:

1. no amendment, supplement or extension will be effective, nor may any provision of a Hedge Document be waived, without the prior written consent of Crédit Agricole Corporate and Investment Bank acting as facility agent (the "**Facility Agent**") (such consent not to be unreasonably withheld), unless in respect of an amendment, supplement or waiver, that amendment, supplement or waiver is administrative and/or mechanical in nature and does not give rise to a conflict with any provision of the facility agreement entered into between, amongst others, the Security Trustee, the Facility Agent and Silver Diamond TEHC24 S.à r.l. as the Obligors' Agent (the "**Facility Agreement**");
2. the right to exercise certain rights, title, interests or benefits (including certain termination rights) is subject to clause 21 (*Hedging Arrangements*) of the Facility Agreement; and
3. the Chargor will remain liable to perform all its obligations under the Hedge Documents and the Security Trustee is under no obligation of any kind whatsoever under the Hedge Documents nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Hedge Documents.

We confirm that we have made all necessary arrangements for all future payments payable under such Hedge Document to be made into the account specified in the notice.

We unconditionally and irrevocably waive all rights of set-off, lien or netting (other than that permitted by the standard terms of the 2002 ISDA Master Agreement), combination of accounts and similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Chargor (and the proceeds thereof) and we will send you copies of all statements, orders and notices given by us relating to such debt.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Yours faithfully

[*Counterparty*]

cc. [*Chargor Name*]

**SCHEDULE 10
FORM OF SHARE TRANSFER**

[BVI COMPANY'S NAME]

(Company No. [•])

a BVI Business Company

(the *Company*)

SHARE TRANSFER

We, **[NAME]** of *[address]*, (the *Transferor*) **DO HEREBY TRANSFER TO**
_____ of
_____ (the *Transferee*) all of the
shares of £1.00 par value standing in our name in the share register of the Company.

This Share Transfer is governed by British Virgin Islands law.

As witness the hand of a duly authorised director of the Transferor this _____ day of
_____, 20____.

.....

[•]

(Transferor)

SCHEDULE 11
DIRECTOR'S LETTERS

PART A
FORM OF DIRECTOR'S LETTER OF RESIGNATION

Date: [•]

[•]
[•]
Road Town, Tortola
British Virgin Islands

For the attention of: [•]

Dear Sirs

Resignation as a director of [•] (the *Company*)

I hereby resign with immediate effect as a director of the Company.

I confirm that I have no claims against the Company for compensation in relation to my loss of office or otherwise, but to the extent that I may have any such claim, I hereby irrevocably waive the same.

Yours faithfully

.....
[*name of director*]

PART B
FORM OF DIRECTOR'S LETTER OF AUTHORITY

Date: [•]

[•] (the "Security Trustee")

[•]

For the attention of: [•]

Dear Sir

Resignation letter – directorship of [•] (the *Company*)

Please find enclosed a signed but undated letter from me resigning my position as a director of the Company.

I hereby irrevocably authorise you, whenever an Event of Default has occurred and is continuing for the purpose of the debenture dated [•] made between, among others, the Company and the Security Trustee (the "**Debenture**"), to date the letter and send it to the Company's registered office thereby terminating my directorship of the Company without compensation for loss of office. I acknowledge and agree that your discretion to act in this regard is to be exercised solely in your interests as Security Trustee under the Debenture.

I confirm that you may delegate the authority conferred by this letter to any of your successors and assigns as Security Trustee in relation to the Debenture.

Yours faithfully

.....
[*name of director*]

SCHEDULE 12
FORM OF LETTER TO REGISTERED AGENT

[*date*]

[•]

[•]

[•]

[•]

Dear Sirs

Irrevocable letter of instruction – mortgage over all of the shares issued by [•] (the "Company")

1. You are the Registered Agent of the Company.
2. Please find enclosed a copy of a debenture dated [•] (the "**Debenture**") executed by [•] (the "**Chargor**") and others in favour of [•] (the "**Security Trustee**") over all of the shares issued by the Company. Capitalised terms defined in the Debenture have the same meaning in this letter.
3. Pursuant to the terms of the Debenture, the Company is prohibited from:
 - (a) amending its memorandum and articles of association;
 - (b) changing its Registered Agent; or
 - (c) registering any transfer of Shares,without the prior written consent of the Security Trustee.
4. Pursuant to the Debenture, the Company is required to maintain its original share register at its registered office in the British Virgin Islands at all times.
5. We hereby irrevocably authorise and direct you that, so long as the Debenture remains in force:
 - (a) the share register of the Company shall remain at the registered office under your control;
 - (b) you may not accept instructions to amend the share register of the Company except with the prior written consent of the Security Trustee;
 - (c) you shall, if instructed to do so by the Security Trustee, register the transfer of shares in the Company either to the Security Trustee (or its nominee), or to any third party pursuant to the power of sale conferred upon the Security Trustee under the Debenture.

6. We authorise you to accept any payment of fees from the Security Trustee in relation to any steps required to be taken by you in relation to enforcement of the Debenture.
7. This letter of instruction shall remain in force until the Security Trustee notifies you in writing that the Debenture has been released.
8. This letter is governed by British Virgin Islands law.

Yours faithfully

.....
[*name of director*]

for and on behalf of

[*name of BVI Company*]

.....
[*name of director*]

for and on behalf of

[*name of Chargor over the Relevant Shares*]

SCHEDULE 13
CONTRACTS

PART A
NOTICE OF SECURITY

To: [Contract counterparty]

Date: []

Dear Sirs,

We give you notice that, by a Debenture dated [] 2017 (the "**Debenture**"), we have created security [by way of equitable assignment] in favour of Crédit Agricole Corporate and Investment Bank (the "**Security Trustee**") as trustee for the Secured Parties over all our rights, title and interest in, to and under the [*describe contract*] dated [] between [] relating to [] including all monies payable thereunder (the "**Contract**").

We will remain liable to perform all our obligations under the Contract and the Security Trustee is under no obligation of any kind whatsoever under the Contract nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Contract.

Please note that with effect from the date of your receipt of this notice, until such time as you receive written notification from the Security Agent to the contrary:

- (a) all payments by you to us arising under the Contract shall be paid to us; and
- (b) all remedies provided for in the Contract (or otherwise available) and all rights to compel performance of the Contract shall be exercisable by us.

You are authorised and instructed to disclose to the Security Trustee, without further approval from us, such information regarding the Contract as the Security Trustee may from time to time request and to send copies of all notices issued by you under the Contract to the Security Trustee as well as to us.

These instructions may not be revoked, nor may the terms of the Contract be amended, varied, waived or terminated, without the prior written consent of the Security Trustee.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Would you please confirm your agreement to the above by sending the enclosed acknowledgement to the Security Trustee with a copy to us.

Yours faithfully

[*Chargor Name*]

PART B
ACKNOWLEDGEMENT OF NOTICE OF SECURITY

To: Crédit Agricole Corporate and Investment Bank (as Security Trustee)

Date: []

Dear Sirs

We confirm receipt of a notice dated [] of security created by [*Chargor Name*] (the "**Chargor**") in favour of Crédit Agricole Corporate and Investment Bank (the "**Security Trustee**") as trustee for the Secured Parties over all the Chargor's rights, title and interest in and to the Contract (as specified in that notice).

We confirm that:

- (a) we will comply with the terms of such notice; and
- (b) we have not received notice of any prior security over, or the interest of any third party in, the Contract.

We further confirm that:

- 1. [no amendment, waiver or release of any such rights, interests and benefits will be effective without the prior written consent of the Security Agent;
- 2. no termination of such rights, title and interest will be effective unless we have given the Security Agent 21 days' written notice of the proposed termination and specifying the action necessary to avoid such termination;]
- 3. the Chargor will remain liable to perform all its obligations under the Contract and the Security Trustee is under no obligation of any kind whatsoever under the Contract nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Contract; and
- 4. no breach or default on the part of the Chargor of any of the terms of the Contract will be deemed to have occurred unless we have given notice of such breach to the Security Trustee specifying how to make good such breach.

[We confirm that we have made all necessary arrangements for all future payments payable under the Contract to be made as specified in the notice.]

We have not claimed or exercised, and waive all future rights to claim or exercise, any rights of set-off, lien, counterclaim or other similar right now or in the future relating to amounts owed to us by the Chargor.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Yours faithfully

[Contract counterparty]

cc. [*Chargor Name*]

EXECUTION PAGE

Chargors

EXECUTED AS A DEED by

Green Agate D 2010 Limited

By



Name: Robert Stephen Kukulka

Position: Attorney

in the presence of:

Witness:



Witness Name:

Daniel Haines

Address:

BERWIN LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Address for notices: Equity Trust House
28-30 The Parade
St. Helier
Jersey
JE1 1EQ
Channel Islands

Fax: +44 (0) 1534 632894

E-mail: Elysia.Parmesan@tmf-group.com + Jersey.Administration.3@tmf-group.com

CC: GroupCorporateSecretary@adia.ae

By



Name: Khalifa Abdulla Butti Obaid Al Shamsi

Position: Director

in the presence of:

Witness:



Witness Name:

Daniel Haines

Address:

BERWIN LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

EXECUTED as a **DEED** on behalf of
Gold Diamond D Kensington 2013 Ltd

a company incorporated in the British Virgin
Islands by **Robert Stephen Kukulka** and
Khalifa Abdulla Butti Obaid Al Shamsi
being persons who, in accordance with the
laws of the territory, are acting under the
authority of the company

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) ATTORNEY

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) DIRECTOR

EXECUTED as a **DEED** on behalf of
Gold Diamond D Swindon 2013 Ltd

a company incorporated in the British Virgin
Islands by **Robert Stephen Kukulka** and
Khalifa Abdulla Butti Obaid Al Shamsi
being persons who, in accordance with the
laws of the territory, are acting under the
authority of the company

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) ATTORNEY

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) DIRECTOR

EXECUTED as a **DEED** on behalf of
Gold Diamond D County Hall 2013 Ltd

a company incorporated in the British Virgin
Islands by **Robert Stephen Kukulka** and
Khalifa Abdulla Butti Obaid Al Shamsi
being persons who, in accordance with the
laws of the territory, are acting under the
authority of the company

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EXECUTED as a **DEED** on behalf of
Gold Diamond D Cardiff 2005 Ltd

a company incorporated in the British Virgin
Islands by **Robert Stephen Kukulka** and
Khalifa Abdulla Butti Obaid Al Shamsi
being persons who, in accordance with the
laws of the territory, are acting under the
authority of the company

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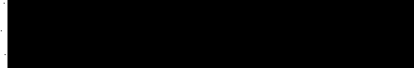

EXECUTED as a **DEED** on behalf of
Gold Diamond D Bournemouth 2005 Ltd

a company incorporated in the British Virgin
Islands by **Robert Stephen Kukulka** and
Khalifa Abdulla Butti Obaid Al Shamsi
being persons who, in accordance with the
laws of the territory, are acting under the
authority of the company

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) ATTORNEY
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) DIRECTOR 

EXECUTED as a **DEED** on behalf of
Gold Diamond D Edinburgh 2005 Ltd

a company incorporated in the British Virgin
Islands by **Robert Stephen Kukulka** and
Khalifa Abdulla Butti Obaid Al Shamsi
being persons who, in accordance with the
laws of the territory, are acting under the
authority of the company

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EXECUTED as a **DEED** on behalf of
Gold Diamond D Manchester Airport
2005 Ltd

a company incorporated in the British Virgin
Islands by **Robert Stephen Kukulka** and
Khalifa Abdulla Butti Obaid Al Shamsi
being persons who, in accordance with the
laws of the territory, are acting under the
authority of the company

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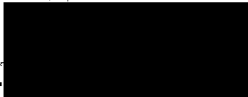
EXECUTED as a **DEED** on behalf of
Gold Diamond D Newcastle MetroCentre
2005 Ltd

a company incorporated in the British Virgin
Islands by **Robert Stephen Kukulka** and
Khalifa Abdulla Butti Obaid Al Shamsi
being persons who, in accordance with the
laws of the territory, are acting under the
authority of the company

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) ATTORNEY
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) DIRECTOR

EXECUTED as a **DEED** on behalf of
Gold Diamond D Peterborough 2005 Ltd

a company incorporated in the British Virgin
Islands by **Robert Stephen Kukulka** and
Khalifa Abdulla Butti Obaid Al Shamsi
being persons who, in accordance with the
laws of the territory, are acting under the
authority of the company

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) ATTORNEY
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) DIRECTOR

**EXECUTED as a DEED on behalf of
Gold Diamond D Portsmouth 2005 Ltd**

a company incorporated in the British Virgin
Islands by **Robert Stephen Kukulka** and
Khalifa Abdulla Butti Obaid Al Shamsi
being persons who, in accordance with the
laws of the territory, are acting under the
authority of the company

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) ATTORNEY
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) DIRECTOR

**EXECUTED as a DEED on behalf of
Gold Diamond D Sunderland 2005 Ltd**

a company incorporated in the British Virgin
Islands by **Robert Stephen Kukulka** and
Khalifa Abdulla Butti Obaid Al Shamsi
being persons who, in accordance with the
laws of the territory, are acting under the
authority of the company

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) DIRECTOR

**EXECUTED as a DEED on behalf of
Gold Diamond D Swansea 2005 Ltd**

a company incorporated in the British Virgin
Islands by **Robert Stephen Kukulka** and
Khalifa Abdulla Butti Obaid Al Shamsi
being persons who, in accordance with the
laws of the territory, are acting under the
authority of the company

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EXECUTED as a **DEED** on behalf of
Gold Diamond D Glasgow 2005 Ltd

a company incorporated in the British Virgin
Islands by **Robert Stephen Kukulka** and
Khalifa Abdulla Butti Obaid Al Shamsi
being persons who, in accordance with the
laws of the territory, are acting under the
authority of the company

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) ATTORNEY
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) DIRECTOR

EXECUTED as a **DEED** on behalf of
Gold Diamond D Huntingdon 2005 Ltd

a company incorporated in the British Virgin
Islands by **Robert Stephen Kukulka** and
Khalifa Abdulla Butti Obaid Al Shamsi
being persons who, in accordance with the
laws of the territory, are acting under the
authority of the company

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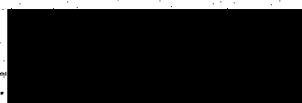
EXECUTED as a **DEED** on behalf of
Gold Diamond D Leeds 2005 Ltd

a company incorporated in the British Virgin
Islands by **Robert Stephen Kukulka** and
Khalifa Abdulla Butti Obaid Al Shamsi
being persons who, in accordance with the
laws of the territory, are acting under the
authority of the company

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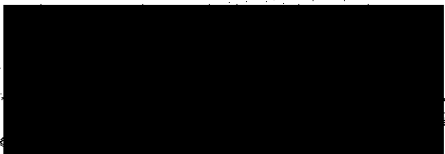

EXECUTED as a **DEED** on behalf of
Gold Diamond D Maida Vale 2005 Ltd

a company incorporated in the British Virgin
Islands by **Robert Stephen Kukulka** and
Khalifa Abdulla Butti Obaid Al Shamsi
being persons who, in accordance with the
laws of the territory, are acting under the
authority of the company

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) DIRECTOR

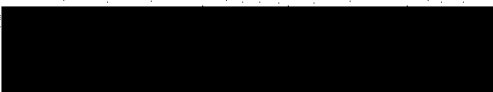

EXECUTED as a **DEED** on behalf of
Gold Diamond D Marble Arch 2005 Ltd

a company incorporated in the British Virgin
Islands by **Robert Stephen Kukulka** and
Khalifa Abdulla Butti Obaid Al Shamsi
being persons who, in accordance with the
laws of the territory, are acting under the
authority of the company

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) ATTORNEY
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) DIRECTOR

EXECUTED as a **DEED** on behalf of
Gold Diamond D Northampton 2005 Ltd

a company incorporated in the British Virgin
Islands by **Robert Stephen Kukulka** and
Khalifa Abdulla Butti Obaid Al Shamsi
being persons who, in accordance with the
laws of the territory, are acting under the
authority of the company

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) DIRECTOR

EXECUTED as a **DEED** on behalf of
Gold Diamond D Preston 2005 Ltd

a company incorporated in the British Virgin
Islands by **Robert Stephen Kukulka** and
Khalifa Abdulla Butti Obaid Al Shamsi
being persons who, in accordance with the
laws of the territory, are acting under the
authority of the company

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) ATTORNEY

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) DIRECTOR

EXECUTED as a **DEED** on behalf of
Gold Diamond D Regents Park 2005 Ltd

a company incorporated in the British Virgin
Islands by **Robert Stephen Kukulka** and
Khalifa Abdulla Butti Obaid Al Shamsi
being persons who, in accordance with the
laws of the territory, are acting under the
authority of the company

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) ATTORNEY

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) DIRECTOR

EXECUTED as a **DEED** on behalf of
Gold Diamond D Slough 2005 Ltd

a company incorporated in the British Virgin
Islands by **Robert Stephen Kukulka** and
Khalifa Abdulla Butti Obaid Al Shamsi
being persons who, in accordance with the
laws of the territory, are acting under the
authority of the company

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) [REDACTED]

) ATTORNEY

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) DIRECTOR

EXECUTED as a **DEED** on behalf of
Gold Diamond D Breadsall Priory 2005
Ltd

a company incorporated in the British Virgin
Islands by **Robert Stephen Kukulka** and
Khalifa Abdulla Butti Obaid Al Shamsi
being persons who, in accordance with the
laws of the territory, are acting under the
authority of the company

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) ATTORNEY

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EXECUTED as a **DEED** on behalf of
Gold Diamond D Dalmahoy 2005 Ltd

a company incorporated in the British Virgin
Islands by **Robert Stephen Kukulka** and
Khalifa Abdulla Butti Obaid Al Shamsi
being persons who, in accordance with the
laws of the territory, are acting under the
authority of the company

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) ATTORNEY

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) DIRECTOR

[REDACTED]

EXECUTED as a **DEED** on behalf of
Gold Diamond D Forest of Arden 2005
Ltd

a company incorporated in the British Virgin
Islands by **Robert Stephen Kukulka** and
Khalifa Abdulla Butti Obaid Al Shamsi
being persons who, in accordance with the
laws of the territory, are acting under the
authority of the company

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) ATTORNEY

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) DIRECTOR

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EXECUTED as a **DEED** on behalf of
Gold Diamond D Hollins Hall 2005 Ltd

a company incorporated in the British Virgin
Islands by **Robert Stephen Kukulka** and
Khalifa Abdulla Butti Obaid Al Shamsi
being persons who, in accordance with the
laws of the territory, are acting under the
authority of the company

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[Redacted Signature]
[Redacted Signature]

) ATTORNEY
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) DIRECTOR

[Redacted Signature]

EXECUTED as a **DEED** on behalf of
Gold Diamond D Meon Valley 2005 Ltd

a company incorporated in the British Virgin
Islands by **Robert Stephen Kukulka** and
Khalifa Abdulla Butti Obaid Al Shamsi
being persons who, in accordance with the
laws of the territory, are acting under the
authority of the company

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[Redacted Signature]
[Redacted Signature]

) ATTORNEY
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) DIRECTOR

[Redacted Signature]

EXECUTED as a **DEED** on behalf of
Gold Diamond D St. Pierre 2005 Ltd

a company incorporated in the British Virgin
Islands by **Robert Stephen Kukulka** and
Khalifa Abdulla Butti Obaid Al Shamsi
being persons who, in accordance with the
laws of the territory, are acting under the
authority of the company

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[Redacted Signature]
[Redacted Signature]

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THE UNIVERSITY OF CHICAGO

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) DIRECTOR

Executed as a deed by **ROSE**)
DIAMOND D LEICESTER 2005)
LTD acting by)

Attorney

Name: Robert Stephen Kukulka

and

Director

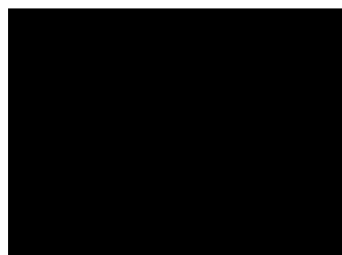
Name: Khalifa Abdulla Butti Obaid Al Shamsi

Address for notices: 400 Capability Green
Luton
Bedfordshire
LU1 3AE
United Kingdom
Attn: Precious Oligbo
Technical Assistant
TMF Global Services (UK) Limited
5th Floor, 6 St Andrew Street,
London EC4A 3AE
United Kingdom
Fax: 0207 832 4901
E-mail: CoSecTeamD@tmf-group.com
CC: GroupCorporateSecretary@adia.ae

Address for notices (for all other Chargors):

Intertrust Corporate Services (BVI) Limited
171 Main Street
PO Box 4041
Road Town, Tortola
British Virgin Islands
Email: bvi@intertrustgroup.com
Fax: 001 284 494 9101
Attention: Directors of [company name], C/O Rashada Robinson

EXECUTED as a DEED on behalf of)
Silver Diamond TEHC24 S.à r.l.)
a company)
incorporated in the Grand Duchy of Luxembourg,)
acting by)



_____)
being a person)
who, in accordance with the laws of)
that territory, is)
acting under the authority of the company)
and)

R. van 't Hoeff
) Authorised signatory



_____)
being a person)
who, in accordance with the laws of)
that territory, is)
acting under the authority of the company)

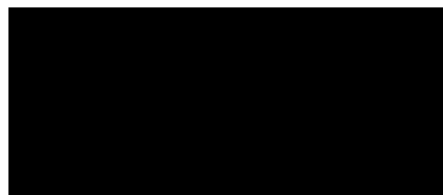
M.J. Dijkerman
) Authorised signatory

Address for notices: 2C rue Albert Borschette
L-1246

Luxembourg
Fax: +352 277 735 98
E-mail: Tamweelview@silver-holdings.com
Att: Managers of Silver Diamond TEHC24 S.à r.l.

Security Trustee

Signed by)
CRÉDIT AGRICOLE CORPORATE)
AND INVESTMENT BANK)
for and on its behalf)
by its duly authorised officer)



Alison Lafferty
Director

Marcy Massaki
Associate

Address for notices: Broadwalk House
5 Appold Street
London
EC2A 2DA
Fax: + 44 (0) 207 214 6683
Att: Alison Lafferty/ Christine Jones
E-mail: sfi_mo-realestatelon@ca-cib.com