



**Registration of a Charge**

Company name: **EUROPA FRENCHGATE LP LIMITED**

Company number: **05272119**

Received for Electronic Filing: **29/12/2020**



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**Details of Charge**

Date of creation: **23/12/2020**

Charge code: **0527 2119 0005**

Persons entitled: **DEUTSCHE PFANDBRIEFBANK AG AS SECURITY TRUSTEE**

Brief description: **NONE.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**ASHURST LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5272119

Charge code: 0527 2119 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd December 2020 and created by EUROPA FRENCHGATE LP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th December 2020 .

Given at Companies House, Cardiff on 31st December 2020

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



**Companies House**



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



## Second Ranking Debenture

The companies listed in schedule 1  
as Chargors

and

Deutsche Pfandbriefbank AG  
as Security Agent

PROPERTY TITLE NUMBERS: SYK468693, SYK539608, SYK326837, SYK431441 and SYK326836

Relating to the Frenchgate Centre, Doncaster, South Yorkshire

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**THIS DEED** is made on 23 December 2020

**BETWEEN:**

- (1) **THE COMPANIES** listed in schedule 1 as chargors; and
- (2) **DEUTSCHE PFANDBRIEFBANK AG** as security trustee for the Secured Parties (the "Security Agent").

**WHEREAS:**

- A. As a condition precedent to the Utilisation Date, the Chargor granted first ranking security in favour of the Security Agent pursuant to the First Ranking Debenture.
- B. As a condition precedent to the amendment and restatement of the Original Facility Agreement, the Chargors are required to enter into this deed to grant second ranking security in favour of the Security Agent.

**THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this deed:

**"1881 Act"** means the Conveyancing and Law of Property Act 1881;

**"1911 Act"** means the Conveyancing Act 1911;

**"Asset Manager Appointment"** means any document appointing an asset manager, in respect of the management of the Property by the Asset Manager on behalf of the Property Owners;

**"Assigned Agreements"** means all Lease Documents (other than the Headleases), the Hedging Agreements, the Subordinated Debt Documents, the Managing Agent Appointment, the Asset Manager Appointment, the Limited Partnership Agreement, any Declaration of Trust and any other document designated as an Assigned Agreement by the relevant Chargor (or the Obligors' Agent on its behalf) and the Security Agent (and all Assigned Agreements detailed in schedule 7 of any Security Accession Deed);

**"Bank Accounts"** means all rights in relation to cash-deposit, current or other accounts held with any bank, financial institution or other person (including the Blocked Accounts and the Other Accounts);

**"Blocked Accounts"** means the accounts listed in part 1 of schedule 4 (or, as the case may be, part 1 of schedule 3 of any Security Accession Deed and any other account designated by a Chargor and the Security Agent as a Blocked Account) and any interest of a Chargor in any replacement account or any sub-division or sub-account of those Blocked Accounts;

**"Book Debts"** means all book and other debts of any nature and all monetary claims (excluding any such debts or claims in relation to any Bank Account, the Assigned Agreements, the Insurance Proceeds and the Hedging Agreements);

**"Charged Property"** means the assets mortgaged, charged or assigned to the Security Agent by this deed;

**"Chargors"** means each of the companies listed in schedule 1 and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;

**"Construction Documents"** means all construction documents in relation to the construction of the Property and all collateral warranties either now or in the future held by, or written in favour of, a Chargor or in which it is otherwise interested to the extent of its interest, including those documents listed in schedule 8 (Construction Documents) or in any Security Accession Deed;

**"Declaration of Trust"** means in relation to the Property the declaration of trust made between (1) the Borrower as beneficiary, and (2) the Nominees as legal owners dated 28 August 2014;

**"Equipment"** means all plant, machinery, vehicles, computers, office and other equipment including that listed in schedule 5 or any Security Accession Deed;

**"Event of Default"** means an Event of Default under the Facility Agreement;

**"Facility Agreement"** means the Original Facility Agreement;

**"Finance Document"** means a Finance Document under the Facility Agreement and any other document designated as a Finance Document by the Obligors' Agent and the Facility Agent;

**"First Ranking Debenture"** means the debenture dated 8 September 2014 between each Chargor as chargor and the Security Agent;

**"Floating Charge Asset"** means an asset charged under clause 3.4 (Floating Charge);

**"GNER Income"** means the aggregate of all amounts paid or payable to or for the account of any Obligor in connection with the letting, licence or grant of other rights of use or occupation of levels 3, 4, 5 & 6 of the multi-story car park at the Property pursuant to an Occupational Lease dated 7 September 2007 and made between (1) Frenchgate General Partner Limited and (2) Network Rail Infrastructure Limited;

**"Hedging Agreements"** means the Hedging Agreements as defined in the Facility Agreement including, but not limited to, those Hedging Agreements listed in schedule 5 (Assigned Agreements);

**"Insurance Documents"** means all policies of insurance either now or in the future held by, or written in favour of, a Chargor or in which it is otherwise interested to the extent of its interest, including those policies (if any) listed in schedule 5 (Assigned Agreements) or in any Security Accession Deed including any key-person policies but excluding any third party liability or public liability insurance and any directors' and officers' insurance to the extent of its interest and for the avoidance of doubt shall include any defective title insurance;

**"Insurance Proceeds"** means all proceeds paid in relation to the Insurance Documents;

**"Intellectual Property"** means any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets including the intellectual property rights (if any) listed in schedule 5 of any Security Accession Deed;

**"Intercreditor Agreement"** means the intercreditor agreement originally dated 8 September 2014 and amended on or about the date of this deed between, amongst others, the Original Debtors, the Senior Lender and the Mezzanine Lender (each as defined therein);

**"Lease Documents"** means:

- (a) an Agreement for Lease;
- (b) an Occupational Lease;
- (c) any guarantee relating to an Occupational Lease or Agreement for Lease; and
- (d) any other document designated as such by the Facility Agent and the Obligors' Agent,

including, but not limited to, those Lease Documents listed in schedule 5 (Assigned Agreements);

**"Limited Partnership Agreement"** means:

- (a) the limited partnership agreement dated 17 November 2003 between (1) the General Partner and (2) SDG (Frenchgate) Limited, Uberior Investments plc, Abacus Projects Limited and DLP Limited Partnership as extended by memoranda of extension dated 21 December 2010 and 2 March 2014 respectively, and otherwise as amended or amended and restated from time to time; and
- (b) the supplemental limited partnership agreement dated 29 July 2014 between (1) the General Partner and (2) the Limited Partners;

**"Mall Income"** means income generated by retail mall units, promotions, kiosks, vending machines, advertising, automated teller machines, payphones, car wash, massage chairs and interest stations each as fully reported in the Frenchgate Mall Booking Schedule;

**"Managing Agent Appointment"** means any document appointing a Managing Agent in respect of the management of the Property by the Managing Agent on behalf of the Property Owners;

**"Obligors' Agent"** means Frenchgate Interchange Limited acting on behalf of the Chargors as its agent pursuant to clause 2.3 (Obligors' Agent) of the Facility Agreement;

**"Original Facility Agreement"** means the facility agreement originally dated 8 September 2014, and amended on 8 August 2019, 7 November 2019 and 19 December 2019, as amended and restated pursuant to an amendment and restatement agreement dated on or about the date of this deed, under which certain Lenders have made available a loan facility of up to £100,000,000 to the Borrower;

**"Other Accounts"** means the accounts specified in part 2 of schedule 4 (or, as the case may be, part 2 of schedule 3 of the relevant Security Accession Deed and any other account in which a Chargor has an interest) and any interest of a Chargor in any replacement account or any sub-division or sub-account of those Other Accounts;

**"Parking Income"** means net income from sales (excluding any rent rebatement) as reported in the Car Parking Profit and Loss Statement;

**"Property"** means each freehold, heritable, long lease and leasehold property from time to time owned by a Chargor or in which a Chargor is otherwise interested, including the property, if any, specified in schedule 2 (or, as the case may be schedule 1 of the relevant Security Accession Deed) and where the context so requires includes the buildings on that Property and **"Properties"** shall mean all of them;



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

- (a) the proceeds of sale of that asset or any part of that asset including but not limited to all sums and other considerations, all compensation and damages for use or disturbance, any apportionments of Rental Income, any deposits, any amount which represents VAT chargeable in respect of such disposal proceeds;
- (b) all dividends, distributions, interest and/or other income paid or payable in relation to that asset (including on any Subsidiary Share), together with all shares, limited or other partnership interests, or other property derived from that Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);
- (c) any monies and proceeds paid or payable in relation to that asset;
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of that asset; and
- (e) the benefit of all other rights, powers, claims, consents, contracts, warranties, security, guarantees, indemnities or covenants for title in respect of that asset,

including in respect of the Lease Documents, all Rental Income;

**"Secured Liabilities"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document;

**"Secured Parties"** means the Finance Parties (including any person who accedes to the Facility Agreement as a Finance Party) and any Receiver, Administrator or Delegate, but, in the case of each Finance Party, only if it is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement in the appropriate capacity, pursuant to clause 17.6 (Creditor Accession Undertaking) of the Intercreditor Agreement;

**"Security Accession Deed"** means a deed executed by a member of the Group substantially in the form set out in schedule 7;

**"Subordinated Debt Documents"** means any agreement relating to Subordinated Debt including, but not limited to, those Subordinated Debt Documents listed in schedule 5 (Assigned Agreements); and

**"Subsidiary Shares"** means all shares, stocks, limited or other partnership interests, units, warrants, and any other interest owned by a Chargor in its Subsidiaries (other than Theatre) including the shares, stocks, limited or other partnership interests, units, warrants, and any other interest (if any) listed in schedule 3 or in schedule 2 of any Security Accession Deed.

## 1.2 Construction

- (a) In this deed, unless a contrary intention appears, a reference to:
  - (i) words and expressions defined in the Facility Agreement have the same meanings when used in this deed unless otherwise defined in this deed;
  - (ii) the principles of construction contained in clause 1.2 (Construction) of the Facility Agreement apply equally to the construction of this deed, except that references to the Facility Agreement will be construed as references to this deed;

- (iii) any **"Chargor"** and **"Secured Party"** or any other person shall be construed so as to include its successors in title, permitted assignees and transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
  - (iv) this **"deed"** includes any Security Accession Deed;
  - (v) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **"loss"** shall be construed accordingly;
  - (vi) a **"Finance Document"** or any other agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented, extended, restated or replaced;
  - (vii) any clause or schedule is a reference to, respectively, a clause of and schedule to this deed and any reference to this deed includes its schedules.
  - (viii) Section, clause and schedule heading are for ease of reference only.
  - (ix) the index to and the headings in this deed are inserted for convenience only and are to be ignored in construing this deed; and
  - (x) words importing the plural shall include the singular and vice versa.
- (b) The terms of the documents under which the Secured Liabilities arise and of any side letters between any Chargor and any Secured Party relating to the Secured Liabilities are incorporated in this deed to the extent required for any purported disposition of any Property contained in this deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989; and
  - (c) The parties intend that this document shall take effect as a deed, notwithstanding the fact that a party may only execute it under hand.

### 1.3 **Real Property**

A reference in this deed and any charge or assignment supplemental to this deed to a mortgage, standard security, assignment, assignation or charge of any freehold, heritable, long lease or leasehold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights.

### 1.4 **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 clauses 3.1 (Fixed Charges) or 3.4 (Floating Charge).
- (b) It shall be implied in respect of clause 3.1 (Fixed Charges) and 3.4 (Floating Charge) that a Chargor is disposing of the Charged Property free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

### 1.5 **Third Party Rights**

- (a) Any Receiver or Delegate will have the right to enforce the provisions of this deed which are given in its favour however the consent of a Receiver or Delegate is not required for the rescission or variation of this deed.
- (b) Subject to paragraph (a), a person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this deed.

## 1.6 **Conflict**

Where at any time (from time to time) there is a conflict between any term of this deed and the terms of the Facility Agreement, then the relevant terms of the Facility Agreement shall prevail.

## 2. **COVENANT TO PAY**

Each Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Liabilities when they fall due for payment.

## 3. **CHARGING CLAUSE**

### 3.1 **Fixed Charges**

Each Chargor, as security for the payment and discharge of the Secured Liabilities, charges in favour of the Security Agent with full title guarantee (or as beneficial owner, in respect of all Bank Accounts from time to time situated in Northern Ireland and/or governed by the laws of Northern Ireland) all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of second legal mortgage, all Property; and
- (b) by way of second fixed charge:
  - (i) all other interests (not effectively charged under clause 3.1(a)) in any Property;
  - (ii) all rights and interest in any Headlease;
  - (iii) all Subsidiary Shares;
  - (iv) all Equipment;
  - (v) all Book Debts;
  - (vi) all monies standing to the credit of the Blocked Accounts (including any replacement account or subdivision or sub-account of that account) and all rights related to those accounts;
  - (vii) all monies standing to the credit of the Other Accounts (including any replacement account or subdivision or sub-account of that account) and all rights related to those accounts;
  - (viii) its rights now and hereafter to recover VAT on any supplies made to it relating to the Charged Property and any sums so recovered;

- (ix) the benefit of all consents, licences and agreements held by it in connection with its business or the use of any of its assets and the right to recover and receive any compensation in relation thereto;
- (x) all Intellectual Property;
- (xi) its goodwill and uncalled capital;
- (xii) all rights and interest in the Insurance Documents;
- (xiii) all Construction Documents;
- (xiv) to the extent not effectively assigned by clause 3.2 (Security Assignment), the Lease Documents;
- (xv) to the extent not effectively assigned by clause 3.2 (Security Assignment), the Rental Income;
- (xvi) to the extent not effectively assigned by clause 3.2 (Security Assignment), the Mall Income;
- (xvii) to the extent not effectively assigned by clause 3.2 (Security Assignment), the Parking Income;
- (xviii) to the extent not effectively assigned by clause 3.2 (Security Assignment), the GNER Income;
- (xix) to the extent not effectively assigned by clause 3.2 (Security Assignment), the Subordinated Debt Documents;
- (xx) to the extent not effectively assigned by clause 3.2 (Security Assignment), the Managing Agent Appointment;
- (xxi) to the extent not effectively assigned by clause 3.2 (Security Assignment), the Asset Manager Appointment;
- (xxii) to the extent not effectively assigned by clause 3.2 (Security Assignment), the Limited Partnership Agreement;
- (xxiii) to the extent not effectively assigned by clause 3.2 (Security Assignment), any Declaration of Trust;
- (xxiv) to the extent not effectively assigned by clause 3.2 (Security Assignment), the Insurance Proceeds;
- (xxv) to the extent not effectively assigned by clause 3.2 (Security Assignment), the Hedging Agreements; and
- (xxvi) to the extent not effectively assigned by clause 3.2 (Security Assignment), any right or interest referred to in clause 3.2(m) below.

Such charge shall take effect as a second fixed charge and shall rank ahead of any other present or future security over the Charged Property, other than the security created under the First Ranking Debenture.

### 3.2 **Security Assignment**

As further security for the payment and discharge of the Secured Liabilities, each Chargor assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in and under the following assets and, in each case, all Related Rights:

- (a) the Managing Agent Appointment;
- (b) the Asset Manager Appointment;
- (c) the Limited Partnership Agreement;
- (d) any Declaration of Trust;
- (e) the Subordinated Debt Documents;
- (f) the Lease Documents;
- (g) all Rental Income;
- (h) all Mall Income;
- (i) all Parking Income;
- (j) all GNER Income;
- (k) the Insurance Proceeds;
- (l) the Hedging Agreements; and
- (m) the benefit of all of the Chargor's rights, title and interest under all contracts (including any agreement relating to the management of the Property, any sale and purchase agreement relating to a Chargors' acquisition or disposal of a Property), deeds, licences, undertakings, agreements, consents, authorisations, rights, representations, warranties, securities, covenants (including the title), guarantees, bonds and indemnities or other documents of any nature now or at any time enjoyed or held by any Chargor (whether formally documented or otherwise) other than where specifically charged or assigned by this deed;

provided that on payment or discharge in full of the Secured Liabilities the Security Agent will at the request and cost of the relevant Chargor re-assign the relevant rights, title and interest in the Subordinated Debt Documents, the Lease Documents, the Managing Agent Appointment, the Asset Manager Appointment, the Limited Partnership Agreement, any Declaration of Trust, the Rental Income, the Mall Income, the Parking Income, the GNER Income, the Insurance Proceeds and the Hedging Agreements and other rights referred to in clause 3.2(m) above to that Chargor (or as it shall direct).

The assignment in clause 3.2 (Security Assignment) will take effect only to the extent the rights are not validly assigned pursuant to the First Ranking Debenture.

### 3.3 **Fixed Security**

Clause 3.1 (Fixed Charges) and clause 3.2 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

### 3.4 Floating Charge

- (a) As further security for the payment and discharge of the Secured Liabilities, each Chargor charges with full title guarantee (or, in respect of any Charged Property from time to time situated in Northern Ireland and/or governed by the laws of Northern Ireland, as beneficial owner) in favour of the Security Agent by way of second floating charge all its present and future assets not effectively charged by way of fixed charge under clause 3.1 (Fixed Charges) or assigned under clause 3.2 (Security Assignment) and, in each case, all Related Rights.
- (b) Except as provided below, the Security Agent may by notice to any Chargor convert the floating charge created by this clause 3.4 (Floating Charge) into a fixed charge as regards any of the assets specified in that notice if:
  - (i) an Event of Default has occurred; or
  - (ii) the Security Agent is reasonably of the view that any legal process or execution is being enforced against those assets or any such asset is in danger of being seized or otherwise in jeopardy.
- (c) Subject to paragraph (d) below, the floating charge created by this clause 3.4 (Floating Charge) may not be converted into a fixed charge in relation to a Chargor solely by reason of:
  - (A) the obtaining of a moratorium; or
  - (B) anything done with a view to obtaining a moratorium,in relation to that Chargor under Part A1 of the Insolvency Act 1986.
- (d) Paragraph (c) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The floating charge created by this clause 3.4 (Floating Charge) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of any Chargor's assets if:
  - (i) any Chargor creates (or purports to create) any Security in breach of clause 5.2 (Negative Pledge) over any Floating Charge Asset; or
  - (ii) an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator, in each case, in respect of that Chargor or its assets.
- (f) The floating charge created by this clause 3.4 (Floating Charge) is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (g) The moratorium referred to in clause 3.5(b) (Conversion of Floating Charge) of the First Ranking Debenture will not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

### 4. FURTHER ASSURANCE

- (a) Each Chargor shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may specify (and in such form as the Security Agent may require in favour of the Security Agent or its nominee(s)):

- (i) to perfect the Security created or intended to be created under or evidenced by this deed (which may include the execution of a mortgage, charge, assignment, assignation, standard security or other Security over all or any of the assets which are, or are intended to be, the subject of Security created by this deed) or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to this deed or by law;
- (ii) to confer on the Security Agent or on the Secured Parties, Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this deed; and/or
- (iii) after the occurrence of an Event of Default, to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by this deed,

provided that in respect of paragraph 4(a)(i) and (ii), the Security Agent will act reasonably save where there is an Event of Default.

- (b) Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this deed.

## **5. NEGATIVE PLEDGE**

### **5.1 Duration of Undertakings**

All of the undertakings given in this deed are given from the date of this deed and for so long as any security constituted by this deed remains in force.

### **5.2 Negative Pledge**

No Chargor may create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property except as permitted by and in accordance with the Facility Agreement or with the prior consent of the Security Agent.

### **5.3 Disposal Restrictions**

No Chargor may enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of all or any part of the Charged Property except as specifically permitted by and in accordance with the Facility Agreement or with the prior consent of the Security Agent.

## **6. PROPERTY**

### **6.1 Perfection of Real Property Security**

- (a) In relation to Property situated in England and Wales and charged by way of legal mortgage under this deed, each Chargor hereby irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that Property in which it has an interest (including any unregistered properties subject to compulsory first registration at the date of this deed) on the prescribed Land Registry form and in the following or substantially similar terms:

"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 ● 2020 in favour of Deutsche Pfandbriefbank AG referred to in the charges register."

- (b) Subject to the terms of the Facility Agreement, the Lenders are under an obligation to make further advances (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. In relation to Property which is situated in England and Wales and charged by way of legal mortgage under this deed, the Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that Property (including any unregistered Property subject to compulsory first registration at the date of this deed) that there is an obligation to make further advances on the security of the registered charge.
- (c) In respect of any part of the Charged Property title to which is registered at the Land Registry, each Chargor certifies that the security created by this deed does not contravene any of the provisions of its articles of association.

## **7. SUBSIDIARY SHARES**

### **7.1 Voting Rights and Dividends**

- (a) Subject to the terms of the Subordination Agreement, until an Event of Default occurs, the relevant Chargor may:
  - (i) receive and retain all dividends, distributions and other monies paid on or derived from the Subsidiary Shares; and
  - (ii) exercise all voting and other rights and powers attaching to the Subsidiary Shares provided that it may not exercise any such voting or other rights or powers in a manner which is inconsistent with any Finance Document or which may be prejudicial to the interests of the Secured Parties under this deed.
- (b) On and after the occurrence of an Event of Default:
  - (i) the relevant Chargor will promptly pay all dividends, distributions and other monies paid on or derived from the Subsidiary Shares into a Blocked Account; and
  - (ii) the Security Agent may (in its sole discretion) directly or indirectly (by instruction to the relevant legal owner of the relevant Subsidiary Shares) exercise, refrain from exercising or disclaim any right to exercise any voting or other rights and powers attaching to the Subsidiary Shares and accordingly, the relevant Chargor shall sign any resolution of the Subsidiaries in its capacity of holder of the Subsidiary Shares or any other document required to effect a vote or other right attaching to the shares or limited or other partnership interests, in accordance with the directions on the Security Agent. Any such disclaimer will confer on the relevant Chargor the authority to direct the exercise of the disclaimed right, as if an Event of Default had not occurred, in accordance with paragraph (a)(ii) above.
- (b) At any time when any Subsidiary Shares are registered in the name of the Security Agent or its nominee, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Subsidiary Shares are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, limited or other partnership interests, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option,



warrant or otherwise on or in respect of or in substitution for, any of those Subsidiary Shares.

## **7.2 Perfection of Subsidiary Shares Security**

- (a) Subject to paragraph (b) below, each Chargor will promptly following the execution of this deed or (if later) acquisition of a Subsidiary Share deposit with the Security Agent (or as it shall direct) all stock and share certificates and other documents of title relating to the Subsidiary Shares in which it has an interest together with stock transfer forms, adherence agreements or assigned agreements (as the case may be) executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms, adherence agreements or assigned agreements (as the case may be) until the Secured Liabilities have been irrevocably and unconditionally discharged in full and shall be entitled, at any time, following the occurrence of an Event of Default or if the Security Agent reasonably considers that the security constituted by this deed is in jeopardy to complete, under its power of attorney given by clause 12 (Attorney) below, the stock transfer forms, adherence agreements or assigned agreements (as the case may be) on behalf of the relevant Chargor in favour of itself or its nominee(s).
- (b) To the extent a share certificate or stock transfer form has been delivered to the Security Agent pursuant to the First Ranking Debenture, the Chargor's obligations pursuant to paragraph (a) above shall be deemed to have been discharged.

## **8. BANK ACCOUNTS**

### **8.1 Perfection of Bank Account Security**

Each Chargor will, promptly following execution of this deed or (if later) designation of a Bank Account as a Blocked Account or Other Account:

- (a) give notice (substantially in the form set out in part 3 of schedule 6 (Form of notice to banks operating Blocked Accounts and/or Other Accounts) to each institution with which it holds any Blocked Account or Other Account (an "**Account Bank**"), of the charges created by this deed over those accounts and provide evidence satisfactory to the Security Agent (acting reasonably) of the delivery of that notice; and
- (b) procure that the Account Bank countersigns and returns the notice to the Security Agent on the date of notice.

## **9. INTELLECTUAL PROPERTY**

### **9.1 Perfection of Intellectual Property Security**

Each Chargor appoints the Security Agent as its agent to apply for the Secured Parties' interest in that Chargor's Intellectual Property to be recorded on any of the following registers, in the Security Agent's discretion:

- (a) the relevant Intellectual Property register of the UK Intellectual Property Office;
- (b) the relevant Intellectual Property register of the EU Office of Harmonization for the Internal Market; and
- (c) all other national, regional and international Intellectual Property registers.

## **10. HEDGING AGREEMENTS AND ASSIGNED AGREEMENTS**

### **10.1 Perfection of Hedging Agreements and Assigned Agreements Security**

- (a) Each Chargor will, promptly following execution of this deed (or, where relevant the execution of any Security Accession Deed (or, in respect of any Assigned Agreement designated as such (other than Lease Documents) or Hedging Agreement entered into after the date of execution of this deed, promptly thereafter):
  - (i) give notice (substantially in the relevant form set out in part 1, schedule 6 (Form of notice to counterparties (other than insurers) of Assigned Agreements/Hedging Agreements) to the superior landlord under each Headlease and to the other parties to the Assigned Agreements (other than parties to any Lease Documents) and Hedging Agreements of the security created by this deed over its interest therein and provide evidence satisfactory to the Security Agent (acting reasonably) of the delivery of that notice; and
  - (ii) use reasonable endeavours to procure that each counterparty promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Agent.
- (b) Notwithstanding the provisions of clause 4(c) of the First Ranking Debenture, each Chargor will, promptly upon entry into any Lease Documents entered into after the date of this deed, or any amendment or extension of an existing Lease Document entered into after the date of this deed:
  - (i) give notice (substantially in the relevant form set out in part 1, schedule 6 (Form of notice to counterparties (other than insurers) of Assigned Agreements/Hedging Agreements) to the other parties to any Lease Documents of the security created by the First Ranking Debenture and this deed over its interest therein and provide evidence satisfactory to the Security Agent (acting reasonably) of the delivery of that notice; and
  - (ii) use reasonable endeavours to procure that each counterparty promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Agent.
- (c) Each Chargor will promptly after the request of the Security Agent deliver to the Security Agent notices of charge or assignment duly executed by each relevant Chargor in respect of any contracts, deeds, licences, undertakings, agreements, rights, warranties, securities, covenants, guarantees, bonds and indemnities or other asset which is the subject of any security pursuant to clause 3 (Charging Clause) and shall use all reasonable endeavours to procure from the recipient of those notices an acknowledgement as soon as possible in a form satisfactory to the Security Agent.
- (d) Where a party to this deed is a counterparty to an Assigned Agreement or a Hedging Agreement in existence at the time of creation of security over it by this deed, the execution of this deed by that party (in whatever capacity) will be treated as acknowledgement by it (in its capacity as counterparty to any relevant Assigned Agreement or Hedging Agreement) of notice of the security created by this deed and its confirmation of the matters set out in part 1, schedule 6 (Form of notice to counterparties (other than insurers) of Assigned Agreements/Hedging Agreements).

## 11. **INSURANCES**

- 11.1 Each Chargor will, promptly following execution of this deed (or, in respect of any Insurance Documents entered into after the date of execution of this deed, promptly thereafter):
  - (a) give notice (substantially in the form set out in part 2, schedule 6 (Form of notice to insurers) to the other parties to the Insurance Documents of the security created

by this deed over its interest therein and provide evidence satisfactory to the Security Agent (acting reasonably) of the delivery of that notice; and

- (b) use reasonable endeavours to procure that each counterparty promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Agent.

11.2 Each Chargor will, promptly following request by the Security Agent, deposit with the Security Agent (or as it shall direct) all Insurance Documents.

## 12. **ATTORNEY**

12.1 Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, deliver and perfect any deed, agreement or other instrument and to do any act or thing:

- (a) which that Chargor is required to do by the terms of this deed or any Finance Document; and/or
- (b) which is for the purpose of enabling the exercise of any rights or powers conferred on the Security Agent or any Receiver by this deed or by law,

and each Chargor covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

## 13. **ENFORCEMENT**

### 13.1 **Exercise of Enforcement Powers**

At any time after an Event of Default has occurred:

- (a) the security created by or pursuant to this deed is immediately enforceable;
- (b) the Security Agent may enforce all or any part of the security and take possession of and hold, sell or otherwise dispose and/or deal with all or any part of the Charged Property; and
- (c) the Security Agent may exercise the power of sale and all other rights and powers conferred by this deed or by statute (as varied or extended by this deed) on the Security Agent or on a Receiver, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.

### 13.2 **Appointment of Receiver or Administrator**

- (a) Subject to paragraph (d) below, at any time after an Event of Default has occurred, or if so requested by the relevant Chargor, the Security Agent may by writing under hand signed by any officer or manager of the Security Agent, appoint any person (or persons) to be a Receiver of all or any part of the Charged Property.
- (b) Section 109(1) of the Law of Property Act 1925 and section 24(1) of the 1881 Act shall not apply to this deed.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed.

- (d) The Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A of the Insolvency Act 1986.
- (e) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining such a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986

### 13.3 **Appropriation**

- (a) In this deed, "**financial collateral**" has the meaning given to that term in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the "**Financial Collateral Regulations**").
- (b) At any time after an Event of Default has occurred, the Security Agent may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Liabilities.
- (c) For the purposes of this clause 13.3, the Parties agree that the value of the financial collateral so appropriated shall be the market value of that financial collateral determined by the Security Agent by reference to a public index or by such other process as the Security Agent may select, including independent valuation. The parties to this Deed further agree that the method of valuation provided for herein shall constitute a commercially reasonable valuation method for the purposes of the Financial Collateral Regulations.
- (d) Where the Security Agent exercises its rights of appropriation and the value of the financial collateral appropriated differs from the amount of the Secured Liabilities, as the case may be, either:
  - (i) the Security Agent must account to the relevant Chargor for the amount by which the value of the appropriated financial collateral exceeds the Secured Liabilities; or
  - (ii) the Chargors will remain liable to the Secured Parties for any amount whereby the value of the appropriated financial collateral is less than the Secured Liabilities.

## 14. **EXTENSION AND VARIATION OF STATUTORY POWERS**

### 14.1 **Statutory Powers**

The powers conferred on mortgagees, receivers or administrative receivers by statute shall apply to the security created by this deed, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers conferred by statute and those contained in this deed, those contained in this deed shall prevail.

### 14.2 **Section 101 LPA Powers**

The power of sale and other powers conferred by (i) section 101 of the Law of Property Act 1925, (ii) section 19 of the 1881 Act, and (iii) section 4 of the 1911 Act shall arise on the date of this deed and for that purpose the Secured Liabilities are deemed to have fallen due on the date of this deed.

### 14.3 **Powers of Leasing**

The Security Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any

leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of (i) sections 99 and 100 of the Law of Property Act 1925, (ii) section 18 of the 1881 Act, and (iii) section 3 of the 1911 Act.

#### **14.4 Restrictions Disapplied**

The restrictions on the consolidation of mortgages and on exercise of the power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 and by sections 17 and 20 of the 1881 Act shall not apply to the security constituted by this deed.

### **15. STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER**

#### **15.1 Receiver as Agent**

Each Receiver shall be the agent of the relevant Chargor which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Security Agent will not be responsible for any misconduct, negligence or default of a Receiver.

#### **15.2 Powers of Receiver**

Each Receiver appointed under this deed shall have all the powers conferred from time to time on receivers by the Law of Property Act 1925, the 1881 Act and the 1911 Act and the Insolvency Act 1986 (each of which is deemed incorporated in this deed), so that the powers set out in schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the relevant Chargor, each Receiver shall have power to:

- (a) develop, reconstruct, amalgamate or diversify any part of the business of the relevant Chargor;
- (b) enter into or cancel any contracts on any terms or conditions;
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage;
- (e) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions;
- (f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances;
- (g) exercise all voting and other rights attaching to the Subsidiary Shares and stocks, shares, limited or other partnership interests and other securities owned by the relevant Chargor and comprised in the Charged Property;
- (h) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;

- (i) appoint and discharge officers and others for any of the purposes of this deed and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit;
- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Chargor or relating to any of the Charged Property;
- (k) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any real property comprised in the Charged Property;
- (l) purchase or acquire any land or any interest in or right over land;
- (m) exercise on behalf of the relevant Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of any Property; and
- (n) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this clause 15.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the relevant Chargor for all such purposes,

and in each case may use the name of any Chargor and exercise the relevant power in any manner which he may think fit.

### **15.3 Removal of Receiver**

The Security Agent may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

### **15.4 Remuneration of Receiver**

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it. Sections 109(6) and (8) of the Law of Property Act 1925 and sections 24(6) and 24(8) of the 1881 Act shall not apply to a Receiver appointed under this deed.

### **15.5 Several Receivers**

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this deed (unless the document appointing such Receiver states otherwise).

## **16. PROTECTION OF THIRD PARTIES**

### **16.1 No Obligation to Enquire**

No purchaser from, or other person dealing with, the Security Agent, any Receiver or Delegate shall be obliged or concerned to enquire whether:

- (a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or

- (b) any of the Secured Liabilities remain outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

## **16.2 Receipt Conclusive**

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys or other consideration paid to or by the direction of the Security Agent or any Receiver.

## **17. PROTECTION OF SECURITY AGENT AND RECEIVER**

### **17.1 Role of Security Agent**

The provisions set out in clause 29 (Role of the Security Agent) of the Facility Agreement and clause 16 (The Security Agent) of the Intercreditor Agreement shall govern the rights, duties and obligations of the Security Agent under this deed.

### **17.2 Delegation**

The Security Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this deed to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Security Agent will not be liable or responsible to any Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any Delegate or sub-delegate of such Delegate.

### **17.3 No Liability**

Neither the Security Agent nor any Receiver or Delegate shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his gross negligence, wilful default or fraud.

### **17.4 Possession of Charged Property**

Without prejudice to clause 17.3 (No Liability), if the Security Agent or any Delegate enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

### **17.5 Indemnity**

- (a) Each Chargor jointly and severally shall promptly indemnify the Security Agent and every Receiver and Delegate against any cost, loss or liability incurred by any of them as a result of:
  - (i) acting or relying on any notice, request or instruction of or on behalf of a Chargor which it reasonably believes to be genuine, correct and appropriately authorised;
  - (ii) the taking, holding, protection or enforcement of the security constituted by this deed;
  - (iii) the exercise of any of the rights, powers, discretions, authorities and remedies vested in the Security Agent and each Receiver and Delegate by this deed or by law;

- (iv) any default by any Chargor in the performance of any of the obligations expressed to be assumed by it in this deed; or
  - (v) acting as Security Agent, Receiver or Delegate (otherwise, in each case, than by reason of the relevant Security Agent's, Receiver's or Delegate's gross negligence or wilful misconduct).
- (b) Each Chargor expressly acknowledges and agrees that the continuation of its indemnity obligations under this clause 17.5 will not be prejudiced by any release of security or disposal of any Charged Property.
  - (c) The Security Agent and every Receiver and Delegate may, in priority to any payment to the other Secured Parties, indemnify itself out of the Charged Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this clause 17.5.

## **18. APPLICATION OF ENFORCEMENT PROCEEDS**

### **18.1 Order of Application**

Any moneys or other proceeds (whether cash or non-cash) received or realised by the Security Agent or a Receiver from a Chargor pursuant to this deed shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Intercreditor Agreement notwithstanding any purported appropriation by any Chargor.

### **18.2 Suspense Account**

- (a) Until the Secured Liabilities are paid in full, each Secured Party may place and keep (to the extent possible and for such time as it shall determine) any recoveries or other proceeds of enforcement (whether cash or non-cash) received pursuant to this deed or otherwise on account of any Chargor's liability in respect of the Secured Liabilities in an interest bearing separate suspense account, without having any obligation to apply all or any part of the same in or towards discharge of the Secured Liabilities.
- (b) If the security created by this deed is enforced at a time when no amount is due under the Finance Documents but at the time when amounts may or will become due, a Secured Party may pay any recoveries or other proceeds of enforcement into a suspense account.

## **19. PROTECTION OF SECURITY**

### **19.1 Continuing Security**

This security is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing.

### **19.2 Other Security**

- (a) This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Security Agent or any other Secured Party may now or after the date of this deed hold for any of the Secured Liabilities.
- (b) This security may be enforced against each Chargor without first having recourse to any other rights of the Security Agent or any other Secured Party.



### **19.3 Cumulative Powers**

- (a) The powers which this deed confers on the Security Agent, the other Secured Parties and any Receiver appointed under this deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate.
- (b) The Security Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever.
- (c) The respective powers of the Security Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

### **19.4 Amounts Avoided**

If any amount paid by a Chargor in respect of the Secured Liabilities is capable of being avoided or set aside on the liquidation or administration of the relevant Chargor or otherwise, then for the purposes of this deed that amount shall not be considered to have been paid.

### **19.5 Discharge Conditional**

If any discharge, release arrangement (whether in respect of the obligations of any Chargor or other Transaction Obligor, or in respect of any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

### **19.6 Liability of Chargors**

- (a) Each Chargor shall be deemed to be a principal debtor and the sole, original and independent obligor in respect of the Secured Liabilities and the Charged Property shall be deemed to be a principal security for the Secured Liabilities.
- (b) The liability of each Chargor under this deed and the charges contained in this deed shall not be impaired by any forbearance, neglect, indulgence, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Security Agent or any other Secured Party, or by any other act, event or matter whatsoever whereby the liability of the relevant Chargor (as a surety only) or the security created by this deed (as secondary or collateral charges only) would, but for this provision, have been discharged.
- (c) Clause 18 (Guarantee and Indemnity) of the Facility Agreement will apply in relation to this deed as if incorporated in this deed, but on the basis that the obligations of each Guarantor arising under that clause will be deemed to be substituted by the obligations of each Chargor under this deed.

### **19.7 Subsequent Security - Ruling-off Accounts**

If the Security Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the Facility Agreement) it may open a new account for the relevant Chargor in its books. If it does not do so then (unless it gives express notice to the contrary to the Obligors' Agent), as from the time it receives that notice, all payments made by the relevant Chargor to it shall (in the absence of any express appropriation to the contrary) be treated as having been

credited to a new account of the relevant Chargor and not as having been applied in reduction of the Secured Liabilities.

#### **19.8 Redemption of Prior Charges**

The Security Agent may, at any time after an Event of Default has occurred, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Chargor. Each Chargor will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

#### **20. SET-OFF**

- (a) Any Secured Party may set off any matured obligation due from a Chargor under the Finance Documents (to the extent beneficially owned by that Secured Party) against any obligation (whether matured or not) owed by that Secured Party to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (b) If the relevant obligation or liability of a Chargor is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

#### **21. CHANGES TO PARTIES**

##### **21.1 Assignment by the Security Agent**

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this deed in accordance with the Finance Documents.

##### **21.2 Changes to Parties**

Each Chargor authorises and agrees to changes to parties under clause 25 (Changes to Lenders and Hedge Counterparties) and clause 26 (Changes to the Transaction Obligors) of the Facility Agreement and clause 17 (Changes to the Parties) of the Intercreditor Agreement and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

##### **21.3 Consent of Chargors**

Each Chargor consents to the accession to this deed of additional Chargors and irrevocably appoints the Obligors' Agent as its agent for the purpose of executing any Security Accession Deed on its behalf.

#### **22. CURRENCY**

##### **22.1 Conversion**

All monies received or held by the Security Agent or any Receiver under this deed may be converted into any other currency which the Security Agent considers necessary to discharge any obligations and liabilities comprised in the Secured Liabilities in that other currency at the Security Agent's spot rate of exchange then prevailing for purchasing that other currency with the existing currency.

## 22.2 **No Discharge**

No payment to the Security Agent (whether under any judgment or court order or otherwise) shall discharge any obligation or liability in respect of which it was made unless and until the Security Agent has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Agent shall have a further separate cause of action in relation to the shortfall and shall be entitled to enforce the security constituted by this deed to recover that amount.

## 23. **MISCELLANEOUS**

### 23.1 **Certificates Conclusive**

A certificate or determination of the Security Agent as to any amount or rate under this deed is, in the absence of manifest error, conclusive evidence of the matter to which it relates.

### 23.2 **Invalidity of any Provision**

If any provision of this deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

### 23.3 **Counterparts**

This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed.

### 23.4 **Failure to Execute**

Failure by one or more parties ("**Non-Signatories**") to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other parties who do execute this deed. Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

### 23.5 **Covenant to Release**

Once all the Secured Liabilities have been paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any Obligor, the Security Agent and each Secured Party shall, at the request and cost of each Chargor, take any action which is necessary to release the Charged Property from the security constituted by this deed.

## 24. **GOVERNING LAW AND JURISDICTION**

- (a) This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law other than in the case of any Charged Property situated in Northern Ireland and/or governed by the laws of Northern Ireland and any terms hereof which are particular to the laws of Northern Ireland which shall be governed by and construed in accordance with the laws of Northern Ireland.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "**Dispute**").

- (c) The parties to this deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

**IN WITNESS** whereof this deed has been duly executed and delivered on the above date first above written.

**SCHEDULE 1****Chargors**

<b>Name of Chargor</b>	<b>Jurisdiction of Incorporation</b>	<b>Company Number</b>
The Frenchgate Limited Partnership, acting by its general partner, Frenchgate General Partner Limited	England and Wales	LP007330
Frenchgate General Partner Limited	England and Wales	04103949
Frenchgate (Nominee 1) Limited	England and Wales	04104148
Frenchgate (Nominee 2) Limited	England and Wales	04103830
Frenchgate LP Limited	England and Wales	05313432
Cafefirst Limited	England and Wales	05366066
Europa Frenchgate LP Limited	England and Wales	05272119
Foodearth Limited	England and Wales	05308756

## **SCHEDULE 2**

### **Details of Properties**

#### **Registered Land**

<b>Chargor</b>	<b>County and District (or London Borough)</b>	<b>Address or description</b>	<b>Title No :</b>
The Frenchgate Limited Partnership, acting by its general partner, Frenchgate General Partner Limited	South Yorkshire, Doncaster	Frenchgate Interchange, St Sepulchre Gate, Doncaster DN1 1SW	SYK468693, SYK539608, SYK326837, SYK431441 and SYK326836 (beneficial interest)
Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited	South Yorkshire, Doncaster	Frenchgate Interchange, St Sepulchre Gate, Doncaster DN1 1SW	SYK468693, SYK539608, SYK326837, SYK431441 and SYK326836

#### **Unregistered Land**

None as at the date of this deed.

### SCHEDULE 3

#### Subsidiary Shares

Chargor	Subsidiary	Number and class of shares / partnership interest	Details of nominees (if any) holding legal title to shares / partnership interest
Frenchgate General Partner Limited	Frenchgate (Nominee 1) Limited	One ordinary share of £1	
	Frenchgate (Nominee 2) Limited	One ordinary share of £1	
	The Frenchgate Limited Partnership	Capital contribution of £1	
Frenchgate LP Limited	The Frenchgate Limited Partnership	Capital contribution of £472	
Cafefirst Limited	The Frenchgate Limited Partnership	Capital contribution of £472	
Europa Frenchgate LP Limited	The Frenchgate Limited Partnership	Capital contribution of £472	
Foodearth Limited	The Frenchgate Limited Partnership	Capital contribution of £75	

## SCHEDULE 4

### Part 1 – Details of Blocked Accounts

<b>Name of Account</b>	<b>Account Bank</b>	<b>Sort Code</b>	<b>Account Number</b>	<b>Name as referred to in Facility Agreement</b>
The Frenchgate Ltd Partnership Finance Account	Barclays Bank PLC	■■■■■	■■■■■	Finance Account
The Frenchgate Ltd Partnership Deposit Account	Barclays Bank PLC	■■■■■	■■■■■	Deposit Account
The Frenchgate Ltd Partnership Cash T&F Co A/C	Barclays Bank PLC	■■■■■	■■■■■	Cash Trap and Financial Covenant Cure Account
The Frenchgate Ltd Partnership Car Park Account	Barclays Bank PLC	■■■■■	■■■■■	Parking Income Account

### Part 2 – Details of Other Accounts

<b>Name of Account</b>	<b>Account Bank</b>	<b>Sort Code</b>	<b>Account Number</b>	<b>Name as referred to in Facility Agreement</b>
The Frenchgate Ltd Partnership General Account	Barclays Bank PLC	■■■■■	■■■■■	General Account



## SCHEDULE 5

### Assigned Agreements

#### Part 1 – Lease Documents

#### OLD CENTRE

#### 2 TO 6 ST SEPULCHRE GATE (UNIT 133/132)

Number	Date	Document	Parties
1.	21.03.1967	Counterpart Lease	(1) The Arndale Property Trust Limited (2) Price Tailors Limited
2.	19.12.1967	Counterpart Supplemental Lease	(1) The Arndale Property Unit Trust (2) Price Tailors Limited
3.	16.02.1971	Certificate of Incorporation on Change of Name	John Collier Tailoring Limited
4.	04.02.1972	Certificate of Incorporation on Change of Name	United Drapery Stores Tailoring Limited
5.	05.09.1973	Certificate of Incorporation on Change of Name	UDS Tailoring Limited
6.	14.08.1986	Copy letter authorising signage with attached proposed specification	The Burton Group plc
7.	19.05.1989	Licence and Deed of Covenant	(1) The Prudential Assurance Company Limited (2) John Collier Menswear Limited
8.	14.06.1993	Copy Underlease	(1) Burton Group Properties Limited (2) Richard Shops Limited
9.	14.06.1993	Copy Assignment	(1) Clothing Retailers Limited (2) Moylne Limited (3) The Burton Group plc (4) Burton Group Properties Limited
10.	24.01.1996	Letter Licence for Alterations	(1) Prudential Portfolio Managers Limited (2) The Burton Group plc
11.	20.08.1996	Certificate of Incorporation on Change of Name	Pumahaven Limited
12.	27.09.1996	Certified copy Transfer (plus copy)	(1) Pumahaven Limited

			(2) Burton Group Properties Limited
13.	04.12.1996	Copy Licence to Assign	(1) Burton Group Properties Limited (2) Richard Shops Limited (3) New Look Retailers Limited (4) New Look Limited
14.	06.12.1996	Copy Notice of Assignment	(1) The Prudential Assurance Company Limited (2) Burton Group Properties Limited
15.	12.12.2996	Copy certified copy Transfer	(1) Richard Shops Limited (2) New Look Retailers Limited (3) New Look Limited
16.	12.12.1996	Copy Notice of Transfer	(1) Burton Group Properties Limited (2) New Look Retailers Limited
17.	23.1.1998	Certificate of Incorporation on Change of Name	Redcastle Limited
18.	08.05.1998	Licence to Change Use	(1) The Prudential Assurance Company Limited (2) Redcastle Limited
19.	18.05.1998	Certified copy Underlease	(1) Redcastle Limited (2) First Sport Limited (3) Blacks Leisure Group plc
20.	18.05.1998	Copy Notice of Underletting	(1) The Prudential Assurance Company Limited (2) Redcastle Limited
21.	29.01.2001	Licence for Alterations (two counterparts)	(1) Prudential Assurance Company Limited (2) Redcastle Limited (3) New Look Retailers Limited (4) New Look Limited
22.	13.05.2003	Certified copy Transfer	(1) Redcastle Limited (2) Threadneedle Pensions Limited
23.	14.07.2003	Copy Notice of Transfer	(1) Teesland Frenchgate (Nominee 1) and Teesland Frenchgate (Nominee 2) Limited (2) Threadneedle Pensions Limited

24.	18.09.2008	Request for consent to change of use (6 St Sepulchre Gate)	From Workman on behalf of Threadneedle Pensions Limited
25.	09.10.2008	Draft Consent to change of use and erection of aerial – ground and first floor Unit 6	From: BTW Shiells To: Threadneedle Pensions Limited
26.	15.10.2008	Receipted Notice of Assignment of Underlease	From: Herbert Smith To: Semple Fraser
27.		Miscellaneous copy letters and copy planning consents	

#### **GROUND, FIRST AND MEZZ FLOORS – 8 ST SEPULCHRE GATE (UNIT 132)**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
1.	23.11.1967	Copy Certificate of Incorporation	H & J Wilson
2.	23.11.1967	Copy Lease	(1) The Arndale Property Trust Limited (2) H&J Wilson Limited
3.	23.11.1967	Lease	(1) The Arndale Property Unit Trust (2) H&J Wilson Limited
4.	2.2.1970	Certificate of Incorporation on Change of Name	H&J Wilson Limited to Van Allan Limited
5.	01.03.1972	Copy Assignments	(1) Van Allan Limited (2) English Calico Limited
6.	10.10.1983	Notice of Underlease or sublease and copy	
7.	23.12.1997	Notice of Transfer	(1) Amicable Life Assurance Society Limited (2) Prudential Pensions Limited
8.	02.04.1997	Licence for Alterations	(1) The Prudential Assurance Company Limited (2) Scottish Amicable Life Assurance Society
9.	14.04.1998	Notice of Transfer and copy	(1) Scottish Amicable Life Assurance Society Limited (2) Prudential Pensions Limited
10.	05.09.2000	Copy Surrender	(1) Prudential Pensions Limited

			(2) Andy's Records Limited
11.	05.09.2000	Copy Underlease	(1) Prudential Pensions Limited (2) New Look Retailers Limited
12.	05.09.2000	Copy Lease	(1) Prudential Pensions Limited (2) New Look Retailers Limited
13.	29.01.2001	Licence for alterations x2	(1) Prudential Assurance Company Limited (2) Prudential Pensions Limited (3) New Look Retailers Limited
14.	14.09.2010	Notice of Assignment with copy Transfer	(1) Prudential Pensions Limited (2) JP Morgan Trustee and Depositary Company Limited
15.	28.02.2014	Copy TR1	(1) JP Morgan Trustee and Depositary Company Limited (2) CIP Threadneedle UK Property Nominee No.1 Limited (3) CIP Threadneedle UK Property Nominee No.2 Limited
16.	10.05.2016	Change of Beneficial Ownership – Threadneedle UK Property Trust	Columbia Threadneedle

#### 10 ST SEPULCHRE GATE (UNIT 131)

Number	Date	Document	Parties
1.	06.02.1968	Counterpart Lease	(1) The Arndale Property Trust Limited (2) Jackson The Tailor Limited
2.	19.02.1973	Counterpart Licence to Assign	(1) North West Regional Properties Limited (2) Jackson The Tailor Limited (3) Montague Burton Properties Limited
3.	05.04.1973	Surrender	(1) Jackson The Tailor Limited (2) The Arndale Property Trust Limited

4.	01.02.1977	Counterpart Deed of Variation	(1) Prudential Assurance Company Limited (2) Montague Burton Properties Limited
5.	05.03.1991	Counterpart Licence and Deed of Covenant to Assign	(1) Prudential Assurance Company Limited (2) Montague Burton Properties Limited (3) Burton Group Properties Limited
6.	12.03.1991	Certified copy Transfer	(1) Montague Burton Properties Limited (2) Burton Group Properties Limited
7.	14.03.1991	Notice of Assignment	(1) Prudential Corporation (2) Burton Group Properties Limited
8.	04.03.1996	Licence letter and drawings	(1) Burton Group plc (2) Prudential Assurance Co Limited
9.	04.03.1996	Letter Licence for alterations (and copy amended version of letter)	(1) Prudential Portfolio Managers Limited (2) The Burton Group plc
10.	20.08.1996	Change of Name Certificate	(1) Burton Group Properties Limited (2) Pumahaven Limited
11.	27.09.1996	Copy Transfer	(1) Pumahaven Limited (2) Burton Group Properties Limited
12.	05.05.1998	Copy letter of intention to carry out works	(1) Prudential Portfolio Managers Limited (2) Arcadia Group plc
13.	26.05.1998	Letter confirming no consent required for alterations	(1) Prudential Portfolio Managers Limited (2) Arcadia Group plc
14.	18.06.1998	Letter confirming no consent required for alterations	(1) Prudential Portfolio Managers Limited (2) Arcadia Group plc
15.	01.10.1999	Letter licence for alterations	(1) Prudential Portfolio Managers Limited

			(2) The Burton Group plc
16.	03.04.2003	Certified copy Underlease	(1) Redcastle Limited (2) Burton.Dorothy Perkins Properties Limited (3) Arcadia Group Limited
17.	08.04.2003	Notice of Underletting	(1) Teesland Frenchgate (Nominee 1) Limited + Teesland Frenchgate (Nominee 2) Limited (2) Redcastle Limited (3) Burton/Dorothy Perkins Properties Limited
18.	Various	Miscellaneous documents	
19.	18.10.2013	Licence to Underlet	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Redcastle Limited (3) Burton/Dorothy Perkins Properties Limited (4) Arcadia Group Limited
20.	07.11.2013	Notice of Underlease with certified copy Underlease dated 17.04.2013	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Redcastle Limited (3) Burton/Dorothy Perkins Properties Limited (4) Arcadia Group Limited
21.	07.05.2015	Licence to Assign	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Redcastle Limited (3) Redcastle (Freeholds) Limited
22.	08.09.2015	Notice Of Assignment and charge	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited
23.	28.08.2015	TR1	(1) Redcastle Limited (2) Redcastle (Freeholds) Limited

**GROUND AND FIRST FLOORS, 12 SEPULCHRE GATE (UNIT 130)**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
1.	19.03.2009	Bank consent (Sportswift letting)	Anglo Irish Bank
2.	27.03.2009	EPC and Recommendation Report	
3.	21.04.2009	Agreement for Lease and Surrender (Sportswift Letting – see also Unit 102)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Sportswift Limited
4.	27.08.2009	Landlord's Notice to Complete	From: Semple Fraser LLP on behalf of Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited To: Sportswift Limited
5.	01.10.2009	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Sportswift Limited
6.	01.10.2009	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Sportswift Limited
7.	30.12.2016	Rent Review Memorandum	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Sportswift Limited
8.	04.04.2019	Reversionary Lease and Deed of Variation of Previous Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Sportswift Limited t/a Card Factory

**14-16 ST SEPULCHRE GATE (UNIT 129)**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
1.	04.01.2015	EPC and Recommendation Report	
2.	07.01.2015	Bank Consent	Pbb Deutsche Pfandbriefbank

3.	09.01.2015	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Roman Originals plc
4.	02.02.2015	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Roman Originals plc
5.	02.02.2015	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Roman Originals plc
6.	24.04.2020	Tenant's Break Notice	Shakespeare Martineau on behalf of Roman Originals plc

#### **20 ST SEPULCHRE GATE (UNIT 100)**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
1.	19.02.2020	Landlord's 1954 Act Warning Notice	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) The Cheesecake Factory Limited
2.	09.03.2020	Tenant's 1954 Act Statutory Declaration	Mr John Oates Smith
3.	07.06.2016	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) The Cheesecake Factory Limited

#### **22 ST SEPULCHRE GATE (UNIT 128)**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
1.	19.10.2012	Bank Consent	IBRC
2.	21.12.2012	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Fexco Limited t/a No 1 Currency



3.	04.02.2013	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Fexco Limited t/a No 1 Currency
4.	04.02.2013	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Fexco Limited t/a No 1 Currency

**28 ST SEPULCHRE GATE (UNIT 126) – Vacant (lease not formally terminated but tenant company in process of dissolution)**

Number	Date	Document	Parties
1.	23.10.2007	Agreement	(1) Teesland Frenchgate (Nominee 1) Limited and Teesland Frenchgate (Nominee 2) Limited (2) Temple Retail Limited
2.	31.10.2007	Lease	(1) Teesland Frenchgate (Nominee 1) Limited and Teesland Frenchgate (Nominee 2) Limited (2) Temple Retail Limited
3.	31.10.2007	Licence to alter	(1) Teesland Frenchgate (Nominee 1) Limited and Teesland Frenchgate (Nominee 2) Limited (2) Temple Retail Limited
4.	31.10.2007	Rent Deposit Deed	(1) Teesland Frenchgate (Nominee 1) Limited and Teesland Frenchgate (Nominee 2) Limited (2) Temple Retail Limited
5.	Undated	Certified copy side letter regarding opening on Sundays and granting concessions	(1) Teesland Frenchgate (Nominee 1) Limited and Teesland Frenchgate (Nominee 2) Limited (2) Temple Retail Limited
6.		Miscellaneous	
7.	08.12.2011	Deed of Variation	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Temple Retail Limited
8.	16.11.2011	Bank Consent	IBRC

9.	27.01.2012	Completion of Registration Title No. SY542789	Registered Proprietor: Temple Retail Limited
10.	21.12.2016	Bank Consents	Pbb Deutsche Pfandbriefbank
11.	23.12.2015	Deed of Variation	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Temple Retail Limited
12.	23.12.2015	Reversionary Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Temple Retail Limited
13.	23.12.2015	Side Letter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Temple Retail Limited

### 30/36 ST SEPULCHRE GATE (UNIT 125)

Number	Date	Document	Parties
1.	27.04.2020	EPC and Recommendation Report	
2.	21.08.2020	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Savers Health and Beauty Limited
3.	21.08.2020	Side letter (rental concession)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Savers Health and Beauty Limited

### 46 ST SEPULCHRE GATE (UNIT 118)

Number	Date	Document	Parties
1.	11.02.2009	EPC and Recommendation Report	
2.	20.12.2018	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Hallam Signs & Graphics Limited

			(3) Henry Hall Display Fittings Limited
3.	05.04.2019	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Hallam Signs & Graphics Limited (3) Henry Hall Display Fittings Limited
4.	05.04.2019	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Hallam Signs & Graphics Limited (3) Henry Hall Display Fittings Limited

**19 (ALSO KNOWN AS 21) FRENCHGATE CENTRE (UNIT 134)**

Number	Date	Document	Parties
1.	12.3.1973	Counterpart Underlease and copy	(1) North West Regional Properties Ltd (2) Brador Properties
2.	15.09.1978	Duplicate Licence to Sublet and change use	(1) Prudential Assurance Company Limited (2) Brador Properties
3.	08.11.1978	Duplicate Licence to Sublet and change use	(1) Prudential Assurance Company Limited (2) Brador Properties
4.	05.03.1979	Notice of Underlease (to HFC Trust Limited)	Brador Properties
5.	24.10.1985	Rent Review Memorandum	(1) Prudential Assurance Company Limited (2) Brador Properties
6.	04.04.1995	Notice of underlease (to Household International (UK) Limited)	Brador Properties
7.	07.01.1998	Memorandum of rent review	(1) The Prudential Assurance Co Limited (2) Brador Properties

8.	31.05.2001	Copy Transfer	(1) Brador Properties (2) Redevco Properties
9.	07.06.2001	Copy Notice of Assignment	(1) Brador Properties (2) Redevco Properties
10.	15.02.2002	Notice of Assignment	(1) Brador Properties (2) Redevco Properties
11.	29.07.2002	Certified copy Transfer	(1) Redevco Properties (2) The Standard Life Assurance Company
12.	12.08.2002	Notice of assignment of lease	
13.	25.05.2007	Copy Underlease	(1) Standard Life Investment Funds Limited (2) HFC Bank Limited
14.	10.12.2010	Notice of Dealing	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) NewRiver Retail (Portfolio No 2) Limited
15.	23.01.2012	Licence to Change Use and Carry Out Works and Deed of Variation (T's and Undertenant's Part)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Newriver Retail (Portfolio No.2) Limited (3) Cash Shop Limited
16.	27.01.2012	Notice of Dealing	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) NewRiver Retail (Portfolio No.2) Limited
17.	23.01.2012	Certified copy Counterpart Lease	(1) NewRiver Retail (Portfolio No.2) Limited (2) Cash Shop Ltd

**1/3 AND 5 SOUTH MALL (UNIT 119 – 6 Eat Street) – Vacant; tenant has purported to exercise break**

Number	Date	Document	Parties
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1.	27.04.2018	Landlord's 1954 Act Warning Notice	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) L Café Limited
2.	01.05.2018	Tenant's 1954 Act Statutory Declaration	Harley Welch
3.	17.05.2018	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) L Café Limited
4.	17.05.2018	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) L Café Limited
5.	17.05.2018	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) L Café Limited
6.	15.10.2018	Tenant's Break Notice (invalid)	Email from L Café Limited

#### **1-2 NORTH MALL (UNIT 101)**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
1.	17.08.2011	Bank Consent	Anglo Irish Bank
2.	28.07.2011	LTA 1954 Warning Notice	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Size Up Clothing Stores Limited t/a Yours
3.	18.08.2011	Statutory Declaration	Karen Elaine Chapman, Druces LLP Solicitors
4.	22.08.2011	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Size Up Clothing Stores Limited t/a Yours
5.	30.08.2011	Completion of Registration Title No. SYK589609	Proprietor: Size Up Clothing Stores Limited

6.	24.03.2017	Reversionary Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Yours Clothing Limited
7.	24.03.2017	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Yours Clothing Limited
8.	24.03.2017	Deed of Variation	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Yours Clothing Limited

### 3 NORTH MALL (UNIT 102)

Number	Date	Document	Parties
1.	11.08.2009	EPC and Recommendation Report	
2.	04.02.2013	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Warren James (Jewellers) Limited
3.	28.11.2012	Bank Consent	IBRC
4.	04.02.2013	Side Letter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Warren James (Jewellers) Limited

### 4 NORTH MALL (UNIT 103)

Number	Date	Document	Parties
1.	15.04.2014	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Ernest Jones Limited
2.	15.04.2014	Side Letter – plate glass	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited

			(2) Ernest Jones Limited
3.	15.04.2014	Side Letter – monthly rent	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Ernest Jones Limited
4.	01.04.2014	Bank Consent	Col REO Victoria B S.ar.l.
5.	10.10.2018	s.26 Notice	Squires Patton Boggs on behalf of Ernest Jones Limited

#### 5 NORTH MALL (UNIT 104)

Number	Date	Document	Parties
1.	27.6.2018	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Cooplands Direct Ltd
2.	27.6.2018	Side Letter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Cooplands Direct Ltd
3.	27.06.2018	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Cooplands Direct Ltd

#### 6 AND 7 NORTH MALL (UNIT 105)

Number	Date	Document	Parties
1.	15.04.2014	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) H Samuel Limited
2.	15.04.2014	Side Letter – monthly rent	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) H Samuel Limited
3.	15.04.2014	Side Letter – rent concession	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited

			(2) H Samuel Limited
4.	15.4.2014	Side Letter – plate glass	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) H Samuel Limited
5.	01.04.2014	Bank Consent	Col REO Victoria B S.ar.l.
6.	09.03.2016	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) H Samuel Limited
7.	10.10.2018	s.26 Notice	Squires Patton Boggs on behalf of H Samuel Limited

#### **8 NORTH MALL (UNIT 88) – Vacant**

Number	Date	Document	Parties
1.			

#### **UNIT 17, 9 NORTH MALL (UNIT 89) - Vacant**

Number	Date	Document	Parties
1.			

#### **10 NORTH MALL (UNIT 90) - Vacant**

Number	Date	Document	Parties
1.	01.08.2011	EPC & Recommendation Report	

#### **11 NORTH MALL (UNIT 91)**

Number	Date	Document	Parties
1.	17.06.2009	Bank Consent	Anglo Irish Bank
2.	24.06.2009	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Boots Opticians Professional Services Limited



3.	26.06.2009	Licence to Underlet	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Boots Opticians Professional Services Limited (3) Eysis Optics Limited
4.	26.06.2009	Certified copy Underlease (x 2)	(1) Boots Opticians Professional Services Limited (2) Eysis Optics Limited
5.	01.07.2009	Notice of Underletting	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Boots Opticians Professional Services Limited (3) Eysis Optics Limited
6.	30.03.2018	Rent Review Memorandum	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Boots Opticians Professional Services Limited
7.	18.07.2019	s.26 Notice	Shoosmiths LLP on behalf of Boots Opticians Professional Services Limited

## 12 NORTH MALL (UNIT 92)

Number	Date	Document	Parties
1.	01.07.2014	Bank Consent	Col REO Victoria B S.ar.l.
2.	01.07.2014	L&T Act 1954 Warning Notice	Simpson, McLearnon & Ferguson Limited
3.	31.07.2014	Tenant's Statutory Declaration	Alan Simpson
4.	04.08.2014	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Simpson, McLearnon & Ferguson Limited t/a Toytown

## 15A NORTH MALL (UNIT 95)

Number	Date	Document	Parties
1.	28.9.2015	EPC Report	
2.	21.10.2015	Bank Consent	Pbb Deutsche Pfandbriefbank
3.	27.10.2015	Bank Consent	Pbb Deutsche Pfandbriefbank
4.	28.10.2015	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited  (2) Sandymere Limited

#### 15 NORTH MALL (UNIT 96)

Number	Date	Document	Parties
1.	12.09.2018	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited  (2) Sarwar and Sons Limited t/a Frenchgate News & Food  (3) Mr Muhammad Sarwar
2.	12.09.2018	Rent Deposit Deed	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited  (2) Sarwar and Sons Limited t/a Frenchgate News & Food  (3) Mr Muhammad Sarwar
3.	12.09.2018	Side Letter	(1) Sarwar and Sons Limited  (2) Mr Muhammad Sarwar

#### 2 WEST MALL (UNIT 87) - Vacant

Number	Date	Document	Parties
1.			

#### 4 AND 6 WEST MALL (UNITS 85 AND 86)

Number	Date	Document	Parties
1.	10.06.2011	EPC & Recommendation Report	

2.	19.06.2014	Bank consent	Col Reo B S.A.R.L
3.	26.06.2014	Agreement for Lease and Surrender	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Holland & Barrett Ltd (3) Holland & Barrett Retail Ltd
4.	11.08.2014	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Holland & Barrett Retail Ltd
5.	11.08.2014	Licence for Works	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Holland & Barrett Retail Ltd

#### **8 WEST MALL (UNIT 84)**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
1.	10.09.2020	Landlord's 1954 Act Warning Notice	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Linda Tuby
2.	10.09.2020	Tenant's 1954 Act Declaration	Linda Tuby
3.	25.09.2020	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Linda Tuby

#### **10 WEST MALL (UNIT 83)**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
1.	24.08.2009	EPC and Recommendation Report	
2.	23.04.2018	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) M & C Retail Limited t/a Cushionflex

3.	04.06.2018	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) M & C Retail Limited t/a Cushionflex
4.	04.06.2018	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) M & C Retail Limited t/a Cushionflex

#### **12 WEST MALL (UNIT 82) - Vacant**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
1.	02.03.2010	EPC and Recommendation Report	

#### **14-16 WEST MALL (INCLUDING FIRST FLOOR OF 12-14 WEST MALL) (UNIT 57)**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
1.		Plans re Post Office Concession	
2.	03.08.2017	Supplemental Side Letter re Lease Terms	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) WH Smith Retail Holdings Limited
3.	03.08.2017	Monthly Rent Side Letter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) WH Smith Retail Holdings Limited
4.	03.08.2017	Supplemental Deed	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) WH Smith Retail Holdings Limited
5.	03.08.2017	Counterpart Lease (Unit 57)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) WH Smith Retail Holdings Limited

6.	03.08.2017	Counterpart Lease (Unit 57a)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited  (2) WH Smith Retail Holdings Limited
7.	14.01.2019	Letter re post office at the unit	Gerald Eve to Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited

#### **18 WEST MALL (UNIT 81) – Temp occupancy – GS Styles**

Number	Date	Document	Parties
1.	10.10.2019	EPC and Recommendation Report	
2.	02.01.2020	Asbestos survey	

#### **20 WEST MALL (UNIT 80) - Vacant**

Number	Date	Document	Parties
1.	19.07.2016	EPC and Recommendation Report	

#### **GROUND FLOOR, 22-24 WEST MALL (UNIT 79)**

Number	Date	Document	Parties
1.	30.09.2020	L&T Act Warning Notice	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited  (2) Peter Jones (Trinity Walk) Limited
2.	07.10.2020	Tenant's Statutory Declaration	Andrew Mark Cousins
3.	20.10.2020	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited  (2) Peter Jones (Trinity Walk) Limited

#### **26-28 WEST MALL (UNIT 78) - Vacant**

Number	Date	Document	Parties
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1.	20.04.2010	Energy Performance Certificate and Recommendation Report	
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### **30-32 WEST MALL (UNIT 77) - Vacant**

Number	Date	Document	Parties
1.	19.07.2016	EPC and Recommendation Report	

### **1-3 WEST MALL (UNIT 106)**

Number	Date	Document	Parties
1.	08.01.2018	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Eurochange Limited

### **GROUND FLOOR, 5-7 WEST MALL (UNIT 107)**

Number	Date	Document	Parties
1.	16.03.2018	Landlord's 1954 Act Warning Notice	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Claire's Accessories UK Ltd t/a Claire's
2.	19.03.2018	Tenant Statutory Declaration	Dawn Marie Nichola Hilton
3.	09.04.2018	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Claire's Accessories UK Ltd t/a Claire's

### **6 SOUTH MALL (UNIT 117)**

Number	Date	Document	Parties
1.	19.08.2020	L&T Act 1954 Warning Notice	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Sound Achievements (Yorkshire) Limited

2.	08.09.2020	Tenant's Statutory Declaration	Robert Moodliar
3.	05.10.2020	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Sound Achievements (Yorkshire) Limited

#### **GROUND FLOOR, 8 SOUTH MALL (UNIT 116)**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
1.	10.06.2015	L&T Act 1954 Warning Notice	Cellular Technology (UK) Limited
2.	24.06.2015	L&T Act 1954 Statutory Declaration	Emtiyaz Hazi
3.	24.06.2015	Bank Consent	Anglo Irish Bank
4.	29.06.2015	Counterpart Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Cellular Technology (UK) Limited

#### **10 & 12 SOUTH MALL (UNIT 114/115)**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
1.	20.08.2019	Agreement for Surrender and Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Greggs plc
2.	18.12.2019	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Greggs plc
3.	18.12.2019	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Greggs plc
4.	18.12.2019	Side Letter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Greggs plc

5.	18.12.2019	Licence to Occupy Store Room 371/372	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Greggs plc
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#### **14 & 16 SOUTH MALL (UNIT 112/113)**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
1.	24.08.2018	EPC and Recommendation Report	
2.	27.04.2018	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) The Chuckling Cheese Company Limited (3) Stuart James Colclough
3.	21.09.2018	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) The Chuckling Cheese Company Limited (3) Stuart James Colclough
4.	21.09.2018	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) The Chuckling Cheese Company Limited (3) Stuart James Colclough

#### **18-20 SOUTH MALL (UNIT 111 – 1 Eat Street) - Vacant (lease not formally terminated)**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
1.	19.07.2016	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Chopstix Doncaster Limited t/a Chopsticks
2.	08.03.2017	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited



			(2) Chopstix Doncaster Limited t/a Chopsticks
3.	08.03.2017	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Chopstix Doncaster Limited t/a Chopsticks
4.	08.03.2017	Rent Deposit Deed	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Chopstix Doncaster Limited t.a Chopsticks
5.	08.03.2017	Side Letter (exclusivity)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Chopsticks
6.	04.07.2018	Side Letter (rental concession)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Chopsticks Doncaster Limited
7.	03.07.2019	Side Letter (rental concession)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Chopsticks Doncaster Limited

## 22 SOUTH MALL (UNIT 76)

Number	Date	Document	Parties
1.	03.07.2009	Copy Planning Permission ref 09/01237/FUL	Doncaster Borough Council
2.	02.08.2018	Side Letter (monthly rent)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Coffee Time South Mall Ltd
3.	02.08.2018	Side Letter (plate glass)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Coffee Time South Mall Ltd
4.	02.07.2018	L&T Act 1954 Warning Notice	Coffee Time North Mall Ltd

5.	26.07.2018	Tenant's Statutory Declaration	Hasan Sayeed Chowdhury
6.	02.08.2018	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Coffee Time South Mall Ltd
7.	02.08.2018	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Coffee Time South Mall Ltd

#### **UNIT 135 (NORTH MALL CAFÉ)**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
1.	02.02.2009	EPC and Recommendation Report	
2.	05.05.2009	Copy Planning Permission ref 09/00426/FUL	Doncaster Borough Council
3.	02.07.2018	L&T Act 1954 Warning Notice	Coffee Time South Mall Ltd
4.	27.07.2018	Tenant's Statutory Declaration	Hasan Sayeed Chowdhury
5.	02.08.2018	Licence to Occupy Store Room	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Coffee Time North Mall Ltd
6.	02.08.2018	Side Letter (monthly rent)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Coffee Time North Mall Ltd
7.	02.08.2018	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Coffee Time North Mall Ltd
8.	02.08.2018	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Coffee Time North Mall Ltd

#### **7-13 SOUTH MALL (UNITS 120 – 123) - Vacant**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
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1.	02.02.2009	EPC and Recommendation Report	
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#### **6 WEST MALL GALLERY (UNIT 59)**

Number	Date	Document	Parties
1.	22.10.2010	EPC and Recommendation Report	
2.	21.09.2018	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Gregorys (Leather) Limited
3.	10.04.2019	Email	Email exchange re re-fit works

#### **8-10 WEST MALL GALLERY (UNIT 58)**

Number	Date	Document	Parties
1.	12.10.2018	EPC and Recommendation Report	
2.	22.12.2018	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Ramsdens Financial Limited
3.	01.04.2019	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Ramsdens Financial Limited
4.	01.04.2019	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Ramsdens Financial Limited
5.	01.04.2019	Side Letter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Ramsdens Financial Limited

#### **4-7 WEST MALL GALLERY (FIRST FLOOR 11/13 WEST MALL GALLERY) AND FIRST FLOOR, 1-3 WEST MALL GALLERY (UNIT 73, 74A & 74B)**

Number	Date	Document	Parties
1.	04.05.2010	EPC and Recommendation Report	

2.	08.07.2010	Bank Consent	Anglo Irish Bank
3.	24.08.2010	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Wilkinson Hardware Stores Limited
4.	11.10.2010	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Wilkinson Hardware Stores Limited
5.	11.10.2010	Side Letter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Wilkinson Hardware Stores Limited
6.	08.07.2010	Bank Consent (Consent to Dealing)	Anglo Irish Bank
7.	18.12.2017	Rent Review Memorandum	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Wilkinson Hardware Stores Limited

#### 1 NORTH MALL GALLERY (UNIT 68)

Number	Date	Document	Parties
1.	29.06.2020	EPC and Recommendation Report	
2.	27.08.2020	Asbestos Survey and certificate of analysis	
3.	04.09.2020	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Silots UK Limited t/a Elephant and Castle (3) The Workman's Club Limited
4.	29.10.2020	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Silots UK Limited t/a Wow Burger

			(3) The Workman's Club Limited
5.	29.10.2020	Licence for Works	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Silots UK Limited t/a Wow Burger (3) The Workman's Club Limited

## **2-3 NORTH MALL GALLERY (UNIT 69)**

### **VACANT**

## **4, 5 & 6 NORTH MALL GALLERY (UNITS 70 - 72)**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
1.	04.02.2020	Asbestos survey (Units 71 & 72)	
2.	23.06.2020	Asbestos survey (Unit 70)	
3.	07.09.2020	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Silots UK Limited t/a Wow Burger (3) The Workman's Club Limited
4.	09.10.2020	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Silots UK Limited t/a Wow Burger (3) The Workman's Club Limited
5.	09.10.2020	Licence for Works	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Silots UK Limited t/a Wow Burger (3) The Workman's Club Limited

## **4, 3 & 7 NORTH MALL GALLERY (UNIT 60 - 62)**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
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1.	24.08.2009	EPC and Recommendation Report – Unit 61	
2.	22.04.2010	EPC and Recommendation Report – Unit 62	
3.	21.11.2017	Agreement for Surrender and Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Costa Limited
4.	22.11.2017	Bank Consent	
5.	07.12.2017	Bank Consent	
6.	07.06.2017	Certified copy Power of Attorney	
7.	26.01.2017	Seating Licence	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Costa Limited
8.	26.01.2017	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Costa Limited

#### 8 NORTH MALL GALLERY (UNIT 63)

Number	Date	Document	Parties
1.	22.04.2010	EPC and Recommendation Report	
2.	Undated	Asbestos Survey	City Asbestos
3.	29.04.2016	L&T Act 1954 Warning Notice	Dee Set Logistics Limited
4.	31.05.2016	T's Statutory Declaration	Simon Machin
5.	20.06.2016	Agreement for Lease & Surrender	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Dee Set Logistics Limited
6.	20.06.2016	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Dee Set Logistics Limited

7.	20.06.2016	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Dee Set Logistics Limited
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#### 11 NORTH MALL GALLERY (UNIT 64)

Number	Date	Document	Parties
1.	17.05.2018	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Soul Coffee House (East) Limited (3) Soul Coffee House Limited
2.	17.05.2018	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Soul Coffee House (East) Limited (3) Soul Coffee House Limited

#### 5-7, FRENCHGATE CENTRE (UNIT 67 – GROUND FLOOR AND BASEMENT)

Number	Date	Document	Parties
1.	10.10.2017	Landlord's 1954 Act Warning Notice	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Flip Out Ltd and Sole Splendente Limited
2.	27.11.2017	Tenant's 1954 Act statutory declaration	Jean-Jacques Kenneth Inwards on behalf of Flip Out Limited
3.	30.11.2017	Tenant's 1954 Act statutory declaration	Keith Wortley on behalf of Sole Splendente Limited
4.	01.12.2017	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Flip Out Ltd and Sole Splendente Limited (3) Keith Stuart Wortley and Wendy Elizabeth Wortley

5.	08.01.2018	Legal charge over 17 Long Line (original and counterpart)	(1) Keith Stuart Wortley and Wendy Elizabeth Wortley (2) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited
6.	27.09.2018	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Flip Out Ltd and Sole Splendentre Limited (3) Keith Stuart Wortley and Wendy Elizabeth Wortley
7.	27.09.2018	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Flip Out Ltd and Sole Splendentre Limited (3) Keith Stuart Wortley and Wendy Elizabeth Wortley
8.	13.03.2018	Notice of Subsequent Charge	Nationwide Building Society
9.	12.11.2018	Wayleave Agreement	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Virgin Media Limited
10.	03.05.2019	Official copy register title SYK666543	

#### **STORE 2, 13-15 FRENCHGATE (UNIT 66)**

Number	Date	Document	Parties
1.	07.04.2020	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Boots UK Limited

#### **17 FRENCHGATE CENTRE (STORE 3) (UNIT 65/94)**

Number	Date	Document	Parties
1.	12.03.1973	Counterpart Underlease and copy	(1) North West Regional Properties Limited



			(2) Brador Properties
2.	25.10.2000	Notice of Underlease	(1) The Prudential Assurance Company Limited (2) Brador Properties (3) Superdrug Stores plc
3.	11.12.2000	Licence to Change Use	(1) Teesland Frenchgate (Nominee 1) Limited and Teesland Frenchgate (Nominee 2) Limited (2) Redevco Properties (3) Superdrug Stores plc
4.	15.01.2000	Certified copy underlease	(1) Brador Properties (2) Superdrug Stores plc
5.	28.09.2001	Counterpart Licence for Alterations by Undertenant	(1) Teesland Frenchgate (Nominee 1) Limited and Teesland Frenchgate (Nominee 2) Limited (2) Redevco Properties (3) Superdrug Stores plc
6.	04.10.2001	Licence to Change Use	(1) Teesland Frenchgate (Nominee 1) Limited and Teesland Frenchgate (Nominee 2) Limited (2) Redevco Properties (3) Superdrug Stores plc (4) Streetwise Sports Co Ltd
7.	24.10.2001	Certified copy sub-underlease [ <i>NB UNDERSTOOD THIS LEASE SURRENDERED &amp; NEW LEASE GRANTED TO SPORTSDIRECT IN 2010/11 – NO COPY HELD</i> ]	(1) Superdrug Stores plc (2) Streetwise Sports Co Ltd
8.	12.08.2002	Notice of Assignment of Lease and copy	From: Herbert Smith (on behalf of The Standard Life Assurance Company)
9.	15.10.2008	Notice of Assignment of Sub-underlease (Streetwise Sports Co Ltd to Sportsdirect.com Retail Limited)	From: Herbert Smith (on behalf of Standard Life Investment Funds To: Semple Fraser

10.	10.12.2010	Notice of Dealing	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) NewRiver Retail (Portfolio No 2) Limited
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#### 13-14 NORTH MALL (STORE 4) (UNIT 93)

Number	Date	Document	Parties
1.	10.11.2016	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Argos Limited
2.	10.11.2016	Side Letter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Argos Limited
3.	20.10.2020	Tenant's Break Notice (to terminate on 3 May 2021)	From CMS on behalf of Argos Limited

#### UNIT 75 – GROUND FLOOR & BASEMENT

Number	Date	Document	Parties
1.	24.03.2017	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) TJX UK
2.	13.06.2017	EPC and Recommendation Report	
3.	09.02.2018	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) TJX UK
4.	09.02.2018	Side Letter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) TJX UK
5.	09.02.2018	Signage Licence	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited

			(2) TJX UK
6.	09.02.2018	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) TJX UK

#### UNIT 75C – FIRST FLOOR

Number	Date	Document	Parties
1.	22.06.2018	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) The Entertainer (Amersham) Limited
2.	13.07.2018	EPC and Recommendation Report	
3.	29.10.2018	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) The Entertainer (Amersham) Limited
4.	29.10.2018	Signage Licence	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) The Entertainer (Amersham) Limited
5.	29.10.2018	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) The Entertainer (Amersham) Limited

#### UNIT 75B – FIRST FLOOR

Number	Date	Document	Parties
1.	29.06.2011	Bank Consent	Anglo Irish Bank
2.	01.07.2011	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Deichmann-Shoes UK Limited

3.	29.07.2011	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Deichmann-Shoes UK Limited
4.	29.07.2011	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Deichmann-Shoes UK Limited
5.	01.08.2011	EPC & Recommendation Report	
6.	08.10.2020	Deed of Variation	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Deichmann-Shoes UK Limited
7.	08.10.2020	Reversionary Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Deichmann-Shoes UK Limited

### 38-44 ST SEPULCHRE GATE (STORE 6) (UNIT 110)

Number	Date	Document	Parties
1.	04.10.2018	EPC and Recommendation Report	
2.	08.10.2018 (reinspection)	Asbestos survey	City Asbestos
3.	11.10.2018	Side Letter (early access)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Poundland Limited
4.	18.10.2018	L&T Act 1954 Act Warning Notice	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Poundland Limited
5.	19.10.2018	Tenant's 1954 Act Statutory Declaration	Stephanie Pye
6.	23.10.2018	Bank Consent	Pbb Deutsche Pfandbriefbank
7.	25.10.2018	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited

			(2) Poundland Limited
8.	25.10.2018	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Poundland Limited
9.	24.10.2019	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Poundland Limited

#### UNIT 110A

Number	Date	Document	Parties
1.	22.10.2014	Bank consent	Pbb Deutsche Pfandbriefbank and Col Reo B SARL
2.	30.10.2014	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Competition (U.K.) Limited t/a Lifestyle Fitness
3.	02.10.2015	Bank Consent	Pbb Deutsche Pfandbriefbank
4.	22.10.2015	Bank Consent	Pbb Deutsche Pfandbriefbank
5.	02.11.2015	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Competition Line (UK) Limited t/a Lifestyle Fitness
6.	02.11.2015	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Competition Line (UK) Limited t/a Lifestyle Fitness
7.	30.06.2016	Licence to Assign, Deed of Variation and Licence for Works (x3)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Competition Line (U.K.) Limited (3) The Gym Limited
8.	30.06.2016	Certified copy Assignment	(1) Competition Line (U.K.) Limited

			(2) The Gym Limited
9.	30.06.2016	Supplemental Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) The Gym Limited
10.	05.07.2016	Copy title SYK633910	Registered proprietor: The Gym Limited
11.	07.07.2016	Notice of Assignment	Russell-Cooke on behalf of The Gym Limited

#### 15 SOUTH MALL (UNIT 124)

Number	Date	Document	Parties
1.	06.10.1972	Counterpart Agreement for Underlease	(1) The Arndale Property Trust Limited (2) J Sainsbury Limited
2.	23.01.1976	Counterpart Underlease	(1) North West Regional Properties Limited (2) J Sainsbury Limited
3.	08.09.1997	Letter Licence for Alterations	(1) The Prudential Assurance Company Limited (2) Chesterton plc
4.	19.01.1998	Certified copy Transfer	(1) J Sainsbury plc (2) Sainsbury's Supermarkets Limited
5.	06.11.1998	Notice of Transfer	
6.	22/12/1998	Licence for Alterations	(1) The Prudential Assurance Company Limited (2) Pearl Assurance Public Limited Company (3) Sainsbury's Supermarkets Limited (4) J Sainsbury plc
7.	31.12.1998	Licence to Assign	(1) The Prudential Assurance Company Limited (2) Pearl Assurance Public Limited Company

			(3) K/S Doncaster
8.	14.01.1999	Notice of Transfer	
9.	16.02.2000	Licence for Alterations and Works	(1) K/S Doncaster (2) Sainsbury's Supermarkets Limited (3) J Sainsbury plc
10.	04.03.2002	Counterpart Licence to Assign	(1) Teesland Frenchgate (Nominee 1) Limited and Teesland Frenchgate (Nominee 2) Limited (2) K/S Doncaster (3) K/S Frenchgate
11.		Bundle of miscellaneous documents	

#### **UNIT 97 (KIOSK 10 NORTH MALL)**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
1.	28.09.2018	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) The Watch Hospital Limited

#### **JARVIS TOWER - Vacant**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
1.			

#### **ELECTRICITY SUBSTATION 1**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
1.	15.07.1976	Copy counterpart underlease	(1) North West Regional Properties Limited (2) The Yorkshire Electricity Board

#### **ELECTRICITY SUBSTATION 2**

Number	Date	Document	Parties
1.	12.03.1990	Lease	(1) The Prudential Assurance Company Limited (2) The Yorkshire Electricity Board
2.	23.07.1996	Memorandum of Rent Review	(1) The Prudential Assurance Company Limited (2) Yorkshire Electricity Group plc

### **ELECTRICITY SUBSTATION 3**

Number	Date	Document	Parties
1.	24.04.1969	Underlease	(1) North West Regional Properties Limited (2) The Yorkshire Electricity Board
2.	02.08.1990	Lease	(1) The Prudential Assurance Company Limited (2) Yorkshire Electricity Group plc
3.	23.07.1996	Memorandum of Rent Review	(1) The Prudential Assurance Company Limited (2) Yorkshire Electricity Group plc

### **ELECTRICITY SUBSTATION 4**

Number	Date	Document	Parties
1.	19.11.1965	Lease	(1) The Arndale Property Trust Limited (2) The Yorkshire Electricity Board
2.	20.10.1967	Deed of Variation of Access Rights	(1) The Arndale Property Trust Limited (2) Yorkshire Electricity Group plc

### **ELECTRICITY SUBSTATION 5**

Number	Date	Document	Parties
1.	24.01.1977	Copy counterpart Underlease	(1) The Prudential Assurance Company Limited



			(2) The Yorkshire Electricity Board
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#### **TRAFFORD WAY TUNNEL SUBSTATION**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
1.	20.01.2009	Counterpart Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited  (2) Yorkshire Electricity Distribution plc
2.	15.10.2008	Bank Consent	Anglo Irish Bank

#### **LICENCE TO DISPLAY SIGNS**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
1.	11.10.2006	Copy licence to display signs	(1) Teesland Frenchgate (Nominee 1) Limited and Teesland Frenchgate (Nominee 2) Limited  (2) Admedia Limited

#### **EXTERIOR LED SCREEN**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
1.	19.01.2017	Landlord & Tenant Act 1954 Warning Notice	Kong Industries Limited
2.	02.02.2017	Tenant's Statutory Declaration	Ross Barrett
3.	09.02.2017	Agreement for the Provision of Media Sales and Licence	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited  (2) Kong Industries Limited

#### **PLASMA SCREENS**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
1.	09.10.2009	Agreement for the Provision of Media Sales and Licence	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited  (2) Vision Media Group UK Limited

2.	10.06.2013	Deed of Variation	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Vision Media Group UK Limited
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#### ADVERTISING SCREENS

Number	Date	Document	Parties
1.	09.03.2020	L & T Act 1954 Warning Notice	Clear Channel UK Limited
2.	06.02.2020	Tenant's Statutory Declaration	Stuart Allen
3.	09.03.2020	Agreement relating to Advertising Screens	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Clear Channel UK Limited

#### NEW CENTRE

##### UNIT 1 & 75A

Number	Date	Document	Parties
1.	22.09.2017	Agreement for Surrender and Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Argento Contemporary Jewellery Limited
2.	26.09.2017	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Argento Contemporary Jewellery Limited
3.	26.09.2017	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Argento Contemporary Jewellery Limited

##### UNIT 2

Number	Date	Document	Parties
1.	23.03.2009	EPC and Recommendation Report	

2.	11.06.2014	Bank consent	Col Reo B S.A.R.L.
3.	25.06.2014	Agreement for Lease and Variation (see also Unit 1 above)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Argento Contemporary Jewellery Limited
4.	01.07.2014	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Argento Contemporary Jewellery Limited
5.	01.07.2014	Licence for Works	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Argento Contemporary Jewellery Limited
6.	22.05.2018	Consent to Assign Lease (T's Part)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Argento Contemporary Jewellery Limited (3) Pandora Jewellery UK Limited
7.	22.05.2018	Consent to Assign Lease (Assignee's Part)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Argento Contemporary Jewellery Limited (3) Pandora Jewellery UK Limited
8.	25.05.2018	Receipted Notice of Assignment	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Pandora Jewellery UK Limited
9.	22.05.2018	Copy TR1	(1) Argento Contemporary Jewellery Limited (2) Pandora Jewellery UK Limited
10.	28.03.2018	Corporate Power of Attorney	By Pandora Jewellery UK Limited

### UNIT 3

Number	Date	Document	Parties
1.	11.01.2018	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Hutchison 3G UK Limited
2.	11.01.2018	Side Letter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Hutchison 3G UK Limited

#### UNIT 4

Number	Date	Document	Parties
1.	18.09.2019	Landlord's 1954 Act Statutory Declaration	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Menkind Limited
2.	18.09.2019	Tenant's 1954 Act Statutory Declaration with copy Power of Attorney dated 05.09.2019	Stephanie Kierans
3.	24.09.2019	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Menkind Limited
4.	29.01.2020	Rent concession letter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Menkind Limited

#### UNIT 5

Number	Date	Document	Parties
1.	10.10.2012	EPC and Recommendation Report	
2.	02.07.2015	L & T Act 1954	(1) Amsbra Limited (2) Frenchgate (Nominee 1) Limited
3.	29.07.2015	Tenant's Statutory Declaration	(1) Benjamin Shore
4.	03.07.2015	Bank Consent	(1) Pbb Deutsche Pfandbriefbank

5.	14.08.2015	Lease	(1) Frenchgate (Nominee 1) (2) Amsbra Limited t/a Build a Bear Workshop
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#### UNIT 6

Number	Date	Document	Parties
1.	30.03.2020	L&T Act 1954 Warning Notice	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Rerun Limited Inc
2.	08.07.2020	Tenant's Statutory Declaration	Jaswinder Singh
3.	14.07.2020	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Rerun Limited t/a Blue Inc

#### UNIT MSU 7

Number	Date	Document	Parties
1.	10.04.2003	Agreement	(1) Teesland Property Company (Northern) Limited (2) Next Group plc
2.	Undated	Agreed plans and specifications referred to in Agreement	(1) Teesland Property Company (Northern) Limited (2) Next Group plc
3.	10.04.2003	Copy side letter	
4.	22.03.2006	Copy collateral warranty	(1) Teesland Development Management Limited (2) Next Group plc (3) Teesland Property Company (Northern) Limited
5.	01.09.2006	Deed of release and certified copy	(1) Next Group plc (2) Teesland Property Company (Northern) Limited
6.	21.09.2007	Lease	(1) Frenchgate General Partner Limited

			(2) Next Group plc
7.	21.09.2007	Licence to alter	(1) Frenchgate General Partner Limited (2) Next Group plc
8.	25.06.2013	Rent Review Memorandum	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Next Group plc
9.	18.12.2017	Rent Review Memorandum	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Next Group plc

#### UNIT MSU 7

#### UNIT 8

Number	Date	Document	Parties
1.	16.11.11	Bank consent	IBRC
2.	18.11.2011	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Doncaster Capital Limited t/a Cosmo Restaurants (3) Tom Chan
3.	13.12.2012	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Doncaster Capital Limited t/a Cosmo Restaurants
4.	13.12.2012	Deed of Gurantee	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Tom Chan
5.	13.12.2012	Signage Licence	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Doncaster Capital Limited t/a Cosmo Restaurants

6.	16.11.2012	Bank Consent	IBRC
7.	01.12.2016	Licence to Underlet	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Doncaster Capital Limited t/a Cosmo Restaurants (3) G&E Trading Limited
8.	01.12.2016	Underlease by Reference to Superior Lease dated 13.12.12	(1) Doncaster Capital Limited (2) G&E Trading Limited
9.	17.12.2018	Reversionary Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Doncaster Capital Limited t/a Cosmos Restaurants
10.	17.12.2018	Deed of Guarantee	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Reading Land Investments Limited
11.	17.12.2018	Side Letter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Doncaster Capital Limited t/a Cosmos Restaurants
12.	08.06.2020	Deed of Variation	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Doncaster Capital Limited t/a Cosmos Restaurants
13.	08.06.2020	Side Letter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Doncaster Capital Limited t/a Cosmos Restaurants
14.	30.09.2020	Side Letter (rent concession)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Doncaster Capital Limited t/a Cosmos Restaurants

**UNIT 8A**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
1.	14.07.2014	EPC and Recommendation Report	
2.	29.03.2019	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) S.P.Q. Ltd t/a Dunkin Donuts
3.	11.04.2019	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) S.P.Q. Ltd t/a Dunkin Donuts
4.	11.04.2019	Licence to Occupy	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) S.P.Q. Ltd t/a Dunkin Donuts
5.	11.04.2019	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) S.P.Q. Ltd t/a Dunkin Donuts
6.	11.04.2019	Seating Licence – Area to the front of unit 8a	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) S.P.Q. Ltd t/a Dunkin Donuts
7.	11.04.2019	Seating Licence – Area to the side of unit 8a	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) S.P.Q. Ltd t/a Dunkin Donuts

**UNIT 11/12B**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
1.	25.11.2013	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Karali Limited
2.	04.04.2013	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited



			(2) Karali Limited
3.	11.06.2014	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Karali Limirws t/a Burger King
4.	25.02.2014	Bank consent	IBRC

#### UNIT 13/14

Number	Date	Document	Parties
1.	02.02.2009	EPC and Recommendation Report	
2.	02.05.2014	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Greene King Brewing and Retailing Limited t/a Hungry Horse
3.	05.08.2015	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Greene King Brewing and Retailing Limited
4.	05.08.2015	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Greene King Brewing and Retailing Limited

#### UNIT 15

Number	Date	Document	Parties
1.	15.06.2017	Licence (works)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Intracave Limited
2.	11.07.2017	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Intracave Limited

**UNIT 16**

Number	Date	Document	Parties
1.	26.09.2007	Licence to alter	(1) Frenchgate General Partner Limited (2) Greggs plc
2.	26.09.2007	Counterpart Lease	(1) Frenchgate General Partner Limited (2) Greggs plc
3.	17.12.2019	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Greggs plc

**UNIT 17A – SOCIAL CLUB PREMISES – LEASE HAS BEEN FORFEITED. NB CENTRE MANAGEMENT SUITE WITHIN THESE PREMISES**

Number	Date	Document	Parties
1.			

**UNIT 17**

Number	Date	Document	Parties
1.	18.01.2008	Counterpart lease	(1) Frenchgate General Partner Limited (2) Usher Retail Limited (trading as Subway)
2.	18.01.2008	Counterpart licence to alter	(1) Frenchgate General Partner Limited (2) Usher Retail Limited (trading as Subway)
3.	28.07.2011	Licence to Assign with Authorised Guarantee Agreement, Guarantee and Rent Deposit (T's Part)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Usher Retail Limited (3) Sound Achievements (Yorkshire) Limited (4) Sound Achievements Ltd

4.	28.07.2011	Licence to Assign with Authorised Guarantee Agreement, Guarantee and Rent Deposit (Assignee's Part)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Usher Retail Limited (3) Sound Achievements (Yorkshire) Limited (4) Sound Achievements Ltd
5.	07.09.2011	Notice of Assignment	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Sound Achievements (Yorkshire) Limited

#### UNIT 18

Number	Date	Document	Parties
6.	11.01.2005	Counterpart agreement for lease	(1) Teesland Property Company (Northern) Limited (2) Messrs Patel t/a The Brookfield Group
7.	28.09.2007	Licence to alter	(1) Frenchgate General Partner Limited (2) Messrs Patel t/a The Brookfield Group
8.	28.09.2007	Counterpart Lease	(1) Frenchgate General Partner Limited (2) Messrs Patel t/a The Brookfield Group
9.	04.11.2009	Counterpart Agreement for Landlord's Works	(1) Frenchgate General Partner Limited (2) Messrs Patel t/a The Brookfield Group
10.	12.09.2018	Noting of Subletting	(1) Messrs Patel t/a The Brookfield Group (2) Sarwar and Sons Limited
11.	12.09.2018	Consent to Underlet	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Messrs Patel t/a The Brookfield Group

			(3) Sarwar and Sons Limited t/a Frenchgate News & Food (4) Mr M Sarwar
12.	12.09.2018	Underlease by Reference	(1) Aziz Issabhai Patel, Ayub Issabhai Patel, Mehboob Issabhai Patel and Salim Issabhai Patel trading as The Brookfield Group (2) Sarwar & sons Limited (3) Muhammad Sarwar

#### UNIT 19

Number	Date	Document	Parties
13.	20.09.2018	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Northgate Fast Food Limited t/a Taco Bell (3) Fieldrose Limited
14.	05.11.2018	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Northgate Fast Food Limited t/a Taco Bell (3) Fieldrose Limited
15.	05.11.2018	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Northgate Fast Food Limited t/a Taco Bell (3) Fieldrose Limited

#### UNIT 20

Number	Date	Document	Parties
16.	21.09.2018	Landlord's 1954 Act Warning Notice	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited

			(2) Lovisa UK Ltd
17.	02.10.2018	Tenant's 1954 Act statutory declaration and email authority to swear	Tara Edwards
18.	12.10.2018	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Lovisa UK Ltd
19.	14.11.2018	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Lovisa UK Ltd
20.	14.11.2018	Licence for Works	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Lovisa UK Ltd
21.	25.01.2019	EPC	

## UNIT 21

Number	Date	Document	Parties
22.	27.01.2005	Agreement for lease	(1) Teesland Property Company (Northern) Limited (2) USC Group Limited
23.	03.10.2007	Lease	(1) Frenchgate General Partner Limited (2) USC Group Limited
24.	03.01.2007	Counterpart Licence to Alter	(1) Frenchgate General Partner Limited (2) USC Group Limited t/a USC
25.	Undated	Tenant's handbook	
26.	28.04.2009	Bank Consent	Anglo Irish Bank
27.	13.05.2009	Licence to Assign and Deed of Variation	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) USC Group Limited

			(3) West Coast Capital (USC) Limited
28.	13.05.2009	Certified copy TR1 deed of assignment	(1) USC Group Limited (2) West Coast Capital (USC) Limited
29.	14.05.2009	Notice of Assignment	
30.		Office copy entries - SYK567366	
31.	16.12.2014	Bank Consent	Pbb Deutsche Pfandbriefbank
32.	22.12.2014	Rent Review Memorandum	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) USC Group Limited
33.	22.12.2014	Licence to Assign and Deed of Variation (T's Part)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) West Coast Capital (USC) Limited (3) Republic.com Retail Limited (4) Sportsdirect.com Retail Limited
34.	22.12.2014	Licence to Assign and Deed of Variation (Assignee's and Assignee's GuarantorPart)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) West Coast Capital (USC) Limited (3) Republic.com Retail Limited (4) Sportsdirect.com Retail Limited
35.	06.02.2015	Notice of Assignment	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Republic.com Retail Limited
36.	23.12.2014	Copy TR1	(1) West Coast Capital (USC) Ltd (2) Republic.com Retail Limited

## UNIT 22

Number	Date	Document	Parties
37.	15.07.2014	Bank consent	Col Reo B S.A.R.L
38.	17.07.2014	Agreement for lease (U22) and surrender (U110)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) New Look Retailers Limited
39.	19.09.2014	EPC and Recommendation Report	
40.	19.09.2014	Supplemental Agreement	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) New Look Retailers Limited
41.	17.11.2014	Bank consent (U22 and surrender U110)	Pbb Deutsche Pfandbriefbank
42.	18.11.2014	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) New Look Retailers Limited
43.	18.11.2014	Side Letter - Monthly rent	(1) Frenchgate (Nominee 1) Limited (2) New Look Retailers Limited
44.	18.11.2014	Side Letter - Electricity contract	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) New Look Retailers Limited
45.	19.01.2015	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) New Look Retailers Limited

#### UNIT 23A

Number	Date	Document	Parties
46.	20.09.2017	Agreement for Lease	(1) Frenchgate General Partner Limited (2) River Island Clothing Co Limited
47.	3.10.2017	Lease	(1) Frenchgate General Partner Limited

			(2) River Island Clothing Co Limited
48.	3.10.2017	Licence to Alter	(1) Frenchgate General Partner Limited (2) River Island Clothing Co Limited
49.	3.10.2017	Side Letter – plate glass	(1) Frenchgate General Partner Limited (2) River Island Clothing Co Limited
50.	3.10.2017	Side Letter – monthly rent	(1) Frenchgate General Partner Limited (2) River Island Clothing Co Limited

#### UNIT 23B

Number	Date	Document	Parties
51.	18.02.2020	EPC and Recommendation Report	
52.	01.05.2020	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Cardzone Limited
53.	31.07.2020	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Cardzone Limited
54.	31.07.2020	Licence for Works	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Cardzone Limited

#### UNIT 24

Number	Date	Document	Parties
55.	24..04.2020	Landlord's 1954 Act Warning Notice	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Wow Wow Z1 Limited t/a Fabrik London



56.	14.05.2020	Tenant's 1954 Act Statutory Declaration	Sukhir Singh
57.	05.06.2020	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Wow Wow Z1 Limited t/a Fabrik London

## UNIT 25

Number	Date	Document	Parties
58.	18.02.2016	Side Letter	(1) Frenchgate (Nominee 1) Limited & Frenchgate (Nominee 2) Limited (2) H&M Hennes & Mauritz UK Limited
59.	18.02.2016	Lease	(1) Frenchgate (Nominee 1) Limited & Frenchgate (Nominee 2) Limited (2) H&M Hennes & Mauritz UK Limited

## UNIT 26 (MSU 1)

Number	Date	Document	Parties
60.	20.07.2001	Copy agreement for lease	(1) Teesland Property Company (Northern) Limited (2) Debenhams Properties Limited
61.	23.09.2003	Variation agreement and copy	(1) Teesland Property Company (Northern) Limited (2) Debenhams Properties Limited
62.	16.03.2005	Variation agreement and copy	(1) Teesland Property Company (Northern) Limited (2) Debenhams Properties Limited
63.	26.09.2007	Lease	(1) Frenchgate General Partner Limited (2) Debenhams Properties Limited
64.	28.06.2013	Rent Review Memorandum	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited

			(2) Debenhams Properties Limited
65.	26.04.2019	CVA Proposal (Frenchgate = Category 3 lease)	Debenhams Properties Limited
66.	09.04.2020	Notice of appointment of administrators	
67.	01.05.2020	Landlord's 1954 Act Warning (agreement for surrender)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Debenhams Properties Limited (in administration)
68.	04.05.2020	Tenant's 1954 Act statutory declaration (agreement for surrender)	Danny Appleyard
69.	12.05.2020	Side Deed	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Debenhams Properties Limited (in administration) (3) Geoffrey Paul Rowley and Alastair Rex Massey
70.	07.10.2020	Landlord's 1954 Act Warning (agreement for surrender – second side deed)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Debenhams Properties Limited (in administration)
71.	07.10.2020	Tenant's 1954 Act statutory declaration (agreement for surrender – second side deed)	Danny Appleyard
72.	09.10.2020	Side Deed	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Debenhams Properties Limited (in administration) (3) Geoffrey Paul Rowley and Alastair Rex Massey

## UNIT 27

Number	Date	Document	Parties
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73.	16.03.2005	Agreement for lease	(1) Teesland Property Company (Northern) Limited (2) Ottakar's Limited
74.	26.10.2007	Lease	(1) Frenchgate General Partner Limited (2) Waterstones Booksellers
75.	26.10.2007	Licence to Alter	(1) Frenchgate General Partner Limited (2) Waterstones Booksellers
76.	30.03.2018	Rent Review Memorandum	(1) Frenchgate General Partner Limited (2) Waterstones Booksellers

#### UNIT 28 AND PART 29

Number	Date	Document	Parties
77.	29.09.2016	Side Letter (plate glass)	Vision Express (UK) Limited
78.	29.09.2016	Side Letter (monthly rent)	Vision Express (UK) Limited
79.	29.09.2016	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Vision Express (UK) Limited
80.	05.10.2016	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Vision Express (UK) Limited
81.	28.08.2020	Deed of Variation	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Vision Express (UK) Limited
82.	28.08.2020	Reversionary Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Vision Express (UK) Limited
83.	05.10.2020	s.26 Notice	Shakespeare Martineau on behalf of Vision Express (UK) Limited

**UNIT 29**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
84.	10.08.2009	EPC and Recommendation Report	
85.	26.10.2009	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) TFS Stores Limited
86.	26.10.2009	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) TFS Stores Limited
87.	07.02.2020	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) TFS Stores Limited
88.	07.02.2020	Side Letter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) TFS Stores Limited

**UNIT 30**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
89.	24.04.2009	EPC and Recommendation Report	
90.	17.05.2019	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) The Carphone Warehouse Limited
91.	17.05.2019	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) The Carphone Warehouse Limited
92.	17.05.2019	Side Letter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited

			(2) The Carphone Warehouse Limited
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#### UNIT 31

Number	Date	Document	Parties
93.	10.06.2011	EPC & Recommendation Report	
94.	20.12.2019	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Barrhead Travel Service Limited
95.	17.01.2020	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Barrhead Travel Service Limited
96.	17.01.2020	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Barrhead Travel Service Limited

#### UNIT 32

Number	Date	Document	Parties
97.	15.03.2019	EPC and Recommendation Report	
98.	11.07.2019	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Novus 25 Limited t/a Vault
99.	05.07.2019	L&T Act 1954 Warning Notice – Storage Area 1 relocation	(1) Frenchgate (Nominee 1) Limited (2) Novus 25 Limited
100.	05.07.2019	L&T Act 1954 Warning Notice – Storage Area 2 relocation	(1) Frenchgate (Nominee 1) Limited (2) Novus 25 Limited

101.	05.07.2019	L&T Act 1954 Warning Notice – Storage Area 2	(1) Frenchgate Limited (Nominee 1) (2) Novus 25 Limited
102.	05.07.2019	L&T Act 1954 Warning Notice – Storage Area 1	(1) Frenchgate Limited (Nominee 1) (2) Novus 25 Limited
103.	11.07.2019	Tenant's Stat Dec – Storage Area 2 Relocation Space	Sanjeev Gug
104.	11.07.2019	Tenant's Stat Dec – Storage Area 1 Relocation Space	Sanjeev Gug
105.	11.07.2019	Tenant's Stat Dec – Storage Area 1	Sanjeev Gug
106.	11.07.2019	Tenant's Stat Dec – Storage Area 2	Sanjeev Gug
107.	07.10.2019	Lease	(1) Frenchgate Limited (Nominee 1) (2) Novus 25 Limited
108.	07.10.2019	Licence to Alter	(1) Frenchgate Limited (Nominee 1) (2) Novus 25 Limited
109.	07.10.2019	Lease (Remote Store 1)	(1) Frenchgate Limited (Nominee 1) (2) Novus 25 Limited
110.	07.10.2019	Lease (Remote Store 2)	(1) Frenchgate Limited (Nominee 1) (2) Novus 25 Limited

### UNIT 33

Number	Date	Document	Parties
111.	28.09.2015	EPC and Recommendation Report	
112.	10.03.2016	Bank consent	Pbb Deutsche Pfandbriefbank
113.	18.03.2016	Agreement for Lease (U33) & Surrender (U88)	(1) Frenchgate General Partner Limited (2) JD Sports Fashion Plc

114.	21.06.2016	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) JD Sports Fashion plc
115.	21.06.2016	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) JD Sports Fashion plc
116.	21.06.2016	Side Letter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) JD Sports Fashion plc

#### UNIT 34

Number	Date	Document	Parties
117.	27.09.2007	Licence	(1) Frenchgate General Partner Limited (2) Orange Communications Personal Services Limited
118.	06.02.2019	EPC and Recommendation Report	
119.	15.05.2019	Lease	(1) Frenchgate General Partner Limited (2) EE Limited
120.	15.05.2019	Side letter	(1) Frenchgate General Partner Limited (2) EE Limited

#### UNIT 35

Number	Date	Document	Parties
121.	14.02.2011	Bank Consent	Anglo Irish Bank
122.	18.02.2011	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Lush Retail Limited t/a Lush

123.	18.02.2011	Side Letter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Lush Retail Limited t/a Lush
124.	18.12.2017	Rent Review Memorandum	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Lush Retail Limited

## UNIT 36

Number	Date	Document	Parties
125.	04.10.2007	Licence to alter	(1) Frenchgate General Partner Limited (2) Vodafone Limited
126.	24.02.2016	Licence to install equipment	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Vodafone Limited
127.	26.03.2018	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Vodafone Limited
128.	26.03.2018	Side Letter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Vodafone Limited
129.	01.11.2019	Licence to Underlet	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Vodafone Limited (3) UNI.VS.ALL Ltd
130.	01.11.2019	Certified copy Underlease	(1) Vodafone Limited (2) UNI.VS.ALL Ltd
131.	21.11.2019	Notice of Underlease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Vodafone Limited



**UNIT 37**

Number	Date	Document	Parties
132.	01.08.2016	Lease	(1) Frenchgate General Partner Limited (2) Precise Time Limited

**UNIT 38**

Number	Date	Document	Parties
133.	13.04.2017	EPC and Recommendation Report	
134.	08.06.2017	L&T Warning Notice	Xiong Neoglory Ltd
135.	22.06.2017	Tenant's Statutory Declaration	Xiong Wang
136.	03.07.2017	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Xiong Neoglory Ltd
137.	15.08.2017	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Xiong Neoglory Ltd
138.	15.08.2017	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Xiong Neoglory Ltd
139.	15.08.2017	Side Letter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Xiong Neoglory Ltd

**UNIT 39**

Number	Date	Document	Parties
140.	2020	Landlord's 1954 Act Warning Notice	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited

			(2) Section 24 Limited
141.	27.07.2020	Tenant's 1954 Act Statutory Declaration	
142.	17.09.2020	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Section 24 Limited

#### UNIT 40

Number	Date	Document	Parties
143.	25.10.2005	Agreement for lease	(1) Teesland Property Company (Northern) Limited (2) Beaverbrooks The Jewellers Limited
144.	25.09.2007	Lease	(1) Frenchgate General Partner Limited (2) Beaverbrooks The Jewellers Limited
145.	25.09.2007	Licence to alter	(1) Frenchgate General Partner Limited (2) Beaverbrooks The Jewellers Limited
146.	Undated	Rent Review Memorandum	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Beaverbrooks The Jewellers Ltd
147.	14.10.2020	s.26 Notice	Fladgate LLP behalf of Beaverbrooks The Jewellers Ltd

#### UNIT 41

Number	Date	Document	Parties
148.	21.08.2020	EPC and Recommendation Report	
149.	07.09.2020	L&T Act 1954 Warning Notice	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Zandra Retail Limited

150.	08.09.2020	Tenant's Statutory Declaration	Paul Ockrim
151.	25.09.2020	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Zandra Retail Limited

#### UNIT 42 – Lease expired, but tenant remains in occupation

Number	Date	Document	Parties
152.	01.02.2019	L&T Act 1954 Warning Notice	Genus UK Limited
153.	21.02.2019	Tenant's Statutory Declaration	Nick Gall
154.	21.02.2019	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Genus UK Limited t/a Select

#### UNIT 43 – [Temp letting to Elite Pro Sports; Centre management dealt]

Number	Date	Document	Parties
155.	07.12.2016	EPC and Recommendation Report	

#### UNIT 44

Number	Date	Document	Parties
156.	26.09.2011	EPC and Recommendation Report	
157.	26.03.2014	L&T Act 1954 Warning Notice	Schuh Limited
158.	01.04.2014	Bank consent	Col Reo Victoria B S.A.R.L
159.	04.04.2014	Statutory Declaration	Hugo John Allan
160.	11.04.2014	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Schuh Limited

161.	11.04.2014	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Schuh Limited
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#### UNIT 45

Number	Date	Document	Parties
162.	06.10.2016	EPC and Recommendation Report	
163.	14.10.2016	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) GR & MM Blackledge plc t/a Bodycare
164.	14.12.2016	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) GR & MM Blackledge plc t/a Bodycare
165.	14.12.2016	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) GR & MM Blackledge plc t/a Bodycare
166.	14.12.2016	Side Letter (monthly rent)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) GR & MM Blackledge plc t/a Bodycare
167.	14.12.2016	Side Letter (plate glass)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) GR & MM Blackledge plc t/a Bodycare

#### UNIT 46

Number	Date	Document	Parties
168.	27.04.2016	Bank consent	Pbb Deutsche Pfandbriefbank

169.	04.05.2016	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Smiggle UK Limited
170.	18.05.2016	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Smiggle UK Limited
171.	18.05.2016	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Smiggle UK Limited
172.	18.05.2016	Side Letter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Smiggle UK Limited
173.	23.05.2016	Building Regulations Approval	
174.	24.04.2016	Original Bank Guarantee	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Smiggle UK Limited

#### UNIT 47

Number	Date	Document	Parties
175.	18.04.2013	EPC and Recommendation Report	
176.	22.09.2020	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Celfone Trading Limited t/a O2
177.	22.09.2020	Side Letter (monthly rent and Covid)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Celfone Trading Limited t/a O2

#### UNIT 48 - Vacant

Number	Date	Document	Parties
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178.			
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#### UNIT 49

Number	Date	Document	Parties
179.	24.04.2009	EPC and Recommendation Report	
180.	02.12.2015	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) F Hinds Limited
181.	08.03.2016	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) F Hinds Limited
182.	08.03.2016	Side Letter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) F Hinds Limited
183.	08.03.2016	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) F Hinds Limited
184.	26.11.2015	Letter from Pbb Deutsche Pfandbriefbank	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) F Hinds Limited
185.	30.11.2015	Letter from Pbb Deutsche Pfandbriefbank	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) F Hinds Limited

#### UNIT 50

Number	Date	Document	Parties
186.	01.12.2016	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) The Perfume Shop Limited

187.	01.12.2016	Lease (storage facility)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) The Perfume Shop Limited
188.	01.12.2016	Side Letter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) The Perfume Shop Limited
189.	28.07.2020	S.26 Notice (storage space)	Womble Bond Dickinson LLP on behalf of The Perfume Shop Limited

#### UNIT 51 – tenant in occupation; lease about to formally complete

Number	Date	Document	Parties
190.	11.08.2016	EPC and Recommendation Report	
191.	30.10.2020	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Br0ws & Nails Limited
192.	30.10.2020	Licence to Alter	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Br0ws & Nails Limited

#### UNIT 52

Number	Date	Document	Parties
193.	23.01.2009	Building Regulations Final Certificate – mezzanine	STMC (Building Control) Ltd
194.	29.11.2016	EPC and Recommendation Report	
195.	01.02.2017	Agreement for Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Mirage Cosmetics Retail Limited
196.	01.02.2017	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited

			(2) Mirage Cosmetics Reail Limited
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#### UNITS 53/54

Number	Date	Document	Parties
197.	28.07.2020	Landlord's 1954 Act Warning Notice	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Novus 24 Limited
198.	07.08.2020	Tenant's 1954 Act Statutory Declaration	
199.	17.09.2020	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Novus 24 Limited

#### UNIT 55

Number	Date	Document	Parties
200.	26.06.2020	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) The Georgian Limited
201.	26.06.2020	Licence to Occupy (storage area)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) The Georgian Limited
202.	26.06.2020	Sitting Out Licence	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) The Georgian Limited
203.	2020	Side letter (rental concession)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) The Georgian Limited

#### NETWORK RAIL CAR PARK

Number	Date	Document	Parties
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204.	07.09.2007	Counterpart Lease of Fifth & Sixth Level Car Parks	(1) Frenchgate General Partner Limited (2) Network Rail Infrastructure Limited
205.	07.09.2007	Car Park Management Agreement	(1) Frenchgate General Partner Limited (2) Great North Eastern Railway Limited
206.	07.09.2007	Deed of Covenant relating to 5th and 6th Level Car Parks	(1) Great North Eastern Railways Limited (2) Frenchgate General Partner Limited
207.	07.09.2007	Certified Copy Supplemental Franchise Lease	(1) Network Rail Infrastructure Limited (2) Great North Eastern Railway Limited
208.	07.12.2007	Copy Transfer Scheme	In favour of NXEC Trains Limited
209.	18.06.2012	Rent Review Memorandum	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Network Rail Infrastructure Limited
210.	08.03.2017	Rent Review Memorandum	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Network Rail Infrastructure Limited

#### **BUS STATION TRAVEL INTERCHANGE**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
211.	07.09.2007	Counterpart Lease of Bus Station & Ancillary Facilities	(1) Frenchgate General Partner Limited, Teesland Frenchgate (Nominee 1) Limited, Teesland Frenchgate (Nominee 2) Limited (2) South Yorkshire Passenger Transport Executive
212.	07.09.2007	Deed of Variation relating to the Bus Station Lease	(1) Frenchgate General Partner Limited, Teesland Frenchgate (Nominee 1) Limited, Teesland Frenchgate (Nominee 2) Limited

Number	Date	Document	Parties
			(2) South Yorkshire Passenger Transport Executive
213.	07.09.2007	Counterpart Lease of Bus Station & Ancillary Facilities (concurrent lease)	(1) Frenchgate General Partner Limited, Teesland Frenchgate (Nominee 1) Limited, Teesland Frenchgate (Nominee 2) Limited  (2) Teesland Property Company (Northern) Limited
214.	07.09.2007	Deed of Variation relating to the Bus Station Concurrent Lease	(1) Frenchgate General Partner Limited, Teesland Frenchgate (Nominee 1) Limited, Teesland Frenchgate (Nominee 2) Limited  (2) Teesland Property Company (Northern) Limited  (3) Doncaster Bus Station Limited
215.	07.09.2007	Copy Agreement	(1) Doncaster Bus Station Limited  (2) Teesland Property Company (Northern) Limited
216.	13.12.2007	Copy title information document and official copy title SYK539815 ( <i>in respect of Bus Station concurrent lease</i> )	Registered proprietor: Doncaster Bus Station Limited
217.	20.06.2008	Licence to Underlet	(1) Frenchgate (Nominee 1) Limited, and Frenchgate (Nominee 2) Limited  (2) South Yorkshire Passenger Transport Executive  (3) GT News Limited
218.	20.06.2008	Licence to Underlet	(1) Frenchgate (Nominee 1) Limited, and Frenchgate (Nominee 2) Limited  (2) South Yorkshire Passenger Transport Executive  (3) GT News Limited
219.	10.07.2008	Notice of Underlease with certified copy Underlease	(1) South Yorkshire Passenger Transport Executive  (2) Frenchgate (Nominee 1) Limited, and Frenchgate (Nominee 2) Limited

Number	Date	Document	Parties
220.	30.06.2014 & 20.10.2014	Copy letter consenting to change of use for Unit 1	(1) South Yorkshire Passenger Transport Executive (2) Frenchgate (Nominee 1) Limited, and Frenchgate (Nominee 2) Limited
221.	30.10.2015	Licence to Assign	(1) South Yorkshire Passenger Transport Executive (2) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (3) G.T. News Limited (4) James Convenience Retail Limited

#### TRAVEL INFORMATION CENTRE

Number	Date	Document	Parties
222.	07.09.2007	Counterpart Lease	(1) Frenchgate General Partner Limited, Teesland Frenchgate (Nominee 1) Limited, Teesland Frenchgate (Nominee 2) Limited (2) South Yorkshire Passenger Transport Executive
223.	07.09.2007	Deed of Variation relating to Lease of Travel Information Centre	(1) Frenchgate General Partner Limited, Teesland Frenchgate (Nominee 1) Limited, Teesland Frenchgate (Nominee 2) Limited (2) South Yorkshire Passenger Transport Executive
224.	24.11.2016	Wayleave Agreement	(1) Frenchgate General Partner Limited, Teesland Frenchgate (Nominee 1) Limited, Teesland Frenchgate (Nominee 2) Limited (2) Virgin Media Limited
225.	02.06.2017	Licence to Underlet (T's & U/T's Parts)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) The South Yorkshire Passenger Transport Executive (3) First South Yorkshire Limited

**PLANT ROOM**

Number	Date	Document	Parties
226.	07.09.2007	Counterpart Lease	(1) Frenchgate General Partner Limited, Teesland Frenchgate (Nominee 1) Limited, Teesland Frenchgate (Nominee 2) Limited (2) Doncaster Borough Council

**MALL KIOSK 23 (formerly K2)**

Number	Date	Document	Parties
227.	07.11.2018	L&T Act Warning Notice	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Mobilise Group Limited
228.	09.11.2018	Statutory Declaration	Lal Stanikzai
229.	07.11.2018	L&T Act Warning Notice – relocation space	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Mobilise Group Limited
230.	09.11.2018	Statutory Declaration – relocation space	Lal Stanikzai
231.	16.11.2018	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Mobilise Group Limited

**MALL KIOSK 24 (formerly K3), Upper West Mall**

Number	Date	Document	Parties
232.			

**MALL KIOSK 25 (formerly K5) – query vacant**

Number	Date	Document	Parties
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233.	05.09.2014	L&T Act 1954 Warning Notice (Kiosk K5 Relocation)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) S&E Import Ltd
234.	12.09.2014	Tenant's Statutory Declaration	Liqun Yao (aka Emma Yao)
235.	05.09.2014	L&T Act 1954 Warning Notice (Kiosk K5)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) S&E Import Ltd
236.	12.09.2014	Tenant's Statutory Declaration	Liqun Yao (aka Emma Yao)
237.	30.09.2014	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) S&E Import Ltd
238.	27.09.2018	L&T Act Warning Notice	S&E Import Ltd
239.	12.10.2017	Tenant's Statutory Declaration	Chenguang Zhang
240.	27.09.2017	L&T Act Warning Notice	S&E Import Ltd
241.	03.10.2017	Tenant's Statutory Declaration (relocation)	George Zhang
242.	23.10.2018	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) S&E Import Ltd

#### **MALL KIOSK 2 (formerly P1) - Vacant**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
243.			

#### **MALL KIOSK 32 (formerly P9)**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
244.	13.06.2016	L&T Act 1954 Warning Notice	Mobilestyle UK Trading Limited
245.	13.06.2016	L&T Act 1954 Warning Notice (relocation space)	Mobilestyle UK Trading Limited

246.	21.06.2016	Statutory Declaration	Shahid Irshad
247.	21.06.2016	Statutory Declaration (relocation space)	Shahid Irshad
248.	29.06.2016	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Mobilestyle UK Trading Limited
249.	29.06.2016	Rent Deposit Deed	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Mobilestyle UK Trading Limited
250.	23.03.2018	Deed of Variation of a Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Mobilestyle UK Trading Limited

#### **MALL KIOSK 12 (formerly RMU1)**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
251.	17.08.2017	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Krispy Kreme U.K. Limited
252.	17.08.2017	Licence to Occupy (storage space)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Krispy Kreme U.K. Limited

#### **MALL KIOSK 13 (formerly RMU2) – query vacant**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
253.	16.11.2015	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Mark Andrews t/a Becky Boo
254.	21.09.2015	L&T Act 1954 Warning Notice	Mark Andrews

255.	21.09.2015	L&T Act 1954 Warning Notice (Relocation Space)	Mark Andrews
256.	16.10.2015	Tenant's Statutory Declaration	Mark Andrews
257.	16.10.2015	Tenant's Statutory Declaration (relocation space)	Mark Andrews
258.	28.06.2019	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Mark Andrews t/a Becky Boo
259.	06.08.2018	L&T Act 1954 Warning Notice	Mark Andrews
260.	06.08.2018	L&T Act 1954 Warning Notice (Relocation Space)	Mark Andrews
261.	01.05.2019	Tenant's Statutory Declaration	Mark Andrews
262.	01.05.2019	Tenant's Statutory Declaration (relocation space)	Mark Andrews

#### **MALL KIOSK SITE 14, UPPER NORTH MALL (FORMERLY KIOSK POSITION RMU3)**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
263.	09.02.2018	L&T Act 1954 Warning Notice	The Topping Pie Company (Retail) Limited
264.	21.03.2018	Tenant's Statutory Declaration	Margaret Topping and Roger John Albert Topping
265.	09.02.2018	L&T Act 1954 Warning Notice (Relocation Space)	The Topping Pie Company (Retail) Limited
266.	21.03.2018	Tenant's Statutory Declaration (Relocation Space)	Roger John Albert Topping
267.	26.03.2018	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) The Topping Pie Company (Retail) Limited

#### **MALL KIOSK 20 (formerly RMU5)**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
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268.	25.10.2017	L&T Act 1954 Warning Notice	Slam Trading Limited
269.	25.10.2017	L&T Act 1954 Warning Notice – relocation space	Slam Trading Limited
270.	25.10.2017	Tenant's Statutory Declaration	Simon Draude
271.	25.10.2017	Tenant's Statutory Declaration – relocation space	Simon Draude
272.	25.10.2017	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited  (2) Slam Trading Limited

#### **CAR WASH - 11 CAR PARK SPACES, LEVEL 3 MSCP**

<b>Number</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
273.	20.10.2016	L & T Act 1954 Warning Notice	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited  (2) Intercar Cleaning (UK) Ltd
274.	20.10.2016	L & T Act 1954 Warning Notice (relocation space)	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited  (2) Intercar Cleaning (UK) Ltd
275.	27.10.2016	Tenant's Statutory Declaration	Darren Ronald Avery
276.	27.10.2016	Tenant's Statutory Declaration (relocation space)	Darren Ronald Avery
277.	16.11.2016	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited  (2) Intercar Cleaning (UK) Ltd
278.	01.04.2019	Deed of Variation of a Lease of 11 car parking bays	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited  (2) Intercar Cleaning (UK) Limited
279.	29.10.2019	L&T Act 1954 Warning Notice	Intercar Cleaning (UK) Limited
280.	29.10.2019	L&T Act 1954 Warning Notice (Relocation space)	Intercar Cleaning (UK) Limited



281.	06.11.2019	Tenant's Statutory Declaration	Wayne Newsome
282.	06.11.2019	Tenant's Statutory Declaration (Relocation space)	Wayne Newsome
283.	26.11.2019	Lease	(1) Frenchgate (Nominee 1) Limited and Frenchgate (Nominee 2) Limited (2) Intercar Cleaning (UK) Limited

## Part 2 – Insurance Policies

Chargor	Insurer	Policy numbers
The Frenchgate Limited Partnership, acting by its general partner, Frenchgate General Partner Limited	Zurich Insurance plc, Allianz Engineering and AIG	KW676196, NV/17074560 and 24023263
The Frenchgate Limited Partnership, acting by its general partner, Frenchgate General Partner Limited	Zurich Insurance plc	KQ699649
The Frenchgate Limited Partnership, acting by its general partner, Frenchgate General Partner Limited  Frenchgate (Nominee 1) Limited  Frenchgate (Nominee 2) Limited  And each other Chargor who holds a freehold, commonhold or leasehold interest in the Property	Zurich Insurance plc	ZCUC140827144 (Restrictive Covenant Policy)
The Frenchgate Limited Partnership, acting by its general partner, Frenchgate General Partner Limited  And each other Chargor who holds a freehold, commonhold or leasehold interest in the Property	Zurich Insurance plc	ZCUC110221032/EE651404 (Chancel Repair Liability Policy)

## Part 3 – Subordinated Debt Documents

Subordinated Debt is undocumented as at the date of this deed.<sup>1</sup>

## Part 4 – Equipment

None at the date of this deed.

## Part 5 – Intellectual Property

None at the date of this deed.

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<sup>1</sup> AG to confirm all subordinated debt is undocumented – if this is the case, a representation will need to be included in the SFA.

## **Part 6 – Hedging Agreements**

2002 ISDA Master Agreement dated 8 September 2014 between the Borrower and Deutsche Pfandbriefbank AG

## SCHEDULE 6

### Part 1

#### Form of notice to counterparties (other than insurers) of Assigned Agreements/Hedging Agreements

To: **[insert name and address of counterparty]**

Dated: ●

Dear Sirs

**Re: [here identify the relevant Assigned Agreement/Hedging Agreement] (the "Agreement")**

We notify you that **[insert name of Chargor]** (the "**Chargor**") has [assigned/charged] to Deutsche Pfandbriefbank AG (the "**Security Agent**") for the benefit of itself and certain other parties (the "**Secured Parties**") all its right, title and interest in the Agreement as security for certain obligations owed by the Chargor and others to the Secured Parties.

We further notify you that:

1. the Chargor may not amend or terminate the Agreement without the prior written consent of the Security Agent;
2. you may continue to deal with the Chargor in relation to the Agreement until you receive written notice to the contrary from the Security Agent. Thereafter, the Chargor will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent;
3. you are authorised to disclose information in relation to the Agreement to the Security Agent on request;
4. after receipt of written notice in accordance with paragraph 2 above, all remedies provided for under the Agreement or available at law or in equity and all rights to compel performance of the Agreement are exercisable by the Security Agent and all rights, interest and benefits whatsoever accruing to or for the benefit of us under the Agreement belong to the Security Agent, such that, inter alia, you must pay all monies to which the Chargor is entitled under the Agreement direct to the Security Agent or to an account specified by the Security Agent (and not to the Chargor) unless the Security Agent otherwise agrees in writing;
5. at all times we will remain liable to preform our obligations under the Agreement and the Security Agent is under no obligation of any kind whatsoever under the Agreement not under any liability whatsoever in the event of any failure by us to perform our obligations under the Agreement; and
6. the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) [other in respect of a notice dated ● from the Chargor giving notice that it has assigned to Deutsche Pfandbriefbank AG (for the benefit of itself and certain other parties) all its right, title and interest in the benefits arising under the Agreement] you have not received notice that the Chargor has assigned or charged its rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party;
- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set-off, counter-claim or other right relating to the Agreement.

The provisions of this notice are governed by English law.

Yours faithfully

.....  
**Name:**  
 for and on behalf of  
**[insert name of Chargor]**

**[On acknowledgement copy]**

To: [insert name and address of Security Agent]

Copy to: [insert name and address of Chargor]

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

.....  
**Name:**  
 for and on behalf of  
**[insert name of Counterparty]**

**Dated:** ●

## Part 2

### Form of notice to insurers

To: **[insert name and address of insurance company]**

Dated: ●

Dear Sirs,

Re: **[here identify the relevant insurance policy(ies)]** (the "**Policies**")

We notify you that **[insert name of Chargor]** (the "**Chargor**") has assigned by way of security all its rights in all proceeds payable pursuant to the terms of the Policies and has charged all its rights, title and interest in the Policies to Deutsche Pfandbriefbank AG (the "**Security Agent**") for the benefit of itself and certain other parties (the "**Secured Parties**") as security for certain obligations owed by the Chargor to the Security Agent for the benefit of itself and the Secured Parties.

We further notify you that:

1. the Chargor may not agree to amend or terminate the Policies without the prior written consent of the Security Agent;
2. you may continue to deal with the Chargor in relation to the Policies until you receive written notice to the contrary from the Security Agent. Thereafter the Chargor will cease to have any right to deal with you in relation to the Policies and therefore from that time you must deal only with the Security Agent;
3. you are authorised to disclose information in relation to the Policies to the Security Agent on request;
4. after receipt of written notice in accordance with paragraph 2 above, all remedies provided for under the Policies or available at law or in equity and all rights to compel performance of the Policies are exercisable by the Security Agent and all rights, interest and benefits whatsoever accruing to or for the benefit of us under the Policies belong to the Security Agent, such that, inter alia, you must pay all monies to which the Chargor is entitled under the Policies direct to the Security Agent or to an account specified by the Security Agent (and not to the Chargor) unless the Security Agent otherwise agrees in writing;
5. at all times we will remain liable to preform our obligations under the Policies and the Security Agent is under no obligation of any kind whatsoever under the Policies not under any liability whatsoever in the event of any failure by us to perform our obligations under the Policies; and
6. the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of confirmation that:

- (a) you agree to act in accordance with the provisions of this notice;
- (b) the Security Agent is named as composite insured under each of the Policies but without liability on the part of the Security Agent or any other Secured Party for any premium in relation to those Policies;
- (c) you will pay:

- (i) all monies in relation to any claim under the Policies where the monies paid are in excess of £50,000 per claim direct to Account Number 706137789 Sort Code: 20-05-94 or such other account as the Security Agent agrees in writing; and
  - (ii) all monies relating to claims under the Policies where the monies paid below these thresholds direct to Account Number 10226882 Sort Code: 20-05-94 or such other account as the Security Agent agrees in writing.
- (d) you will give at least 30 days' notice to the Security Agent if you propose to repudiate, rescind or cancel any insurance under the policy, to treat it as avoided in whole or in part, to treat it as expired due to non payment of premium or otherwise decline any valid claim under it by or on behalf of any insured party and give the Security Agent the opportunity to rectify any such non-payment of premium within the notice period;
- (e) you confirm the policy contains a clause whereby it shall not be vitiated or avoided as against the Security Agent in the event or as a result of any misrepresentation, act or neglect or failure to make disclosure on the part of any insured party;
- (f) [other in respect of a notice dated ● from the Chargor giving notice that it has assigned to Deutsche Pfandbriefbank AG (for the benefit of itself and certain other parties) all its right, title and interest in the benefits arising under the Policies] you have not received notice that the Chargor has assigned or charged its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party; and
- (g) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Policies.

The provisions of this notice are governed by English law.

Yours faithfully

.....  
for and on behalf of  
**[insert name of Chargor]**

**[On acknowledgement copy]**

To: **[insert name and address of Security Agent]**

Copy to: **[insert name and address of Chargor]**

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (g) above.

.....  
for and on behalf of  
**[insert name of insurance company]**

Dated:                      ●



### Part 3 - Form of notice to banks operating Blocked Accounts and/or Other Accounts

To: [insert name and address of Account Bank] (the "Account Bank")

Dated: ●

Dear Sirs,

Re: [Name of Chargor] - Security over Bank Accounts

We notify you that [insert name of Chargor] (the "Chargor") has charged in favour of Deutsche Pfandbriefbank AG (the "Security Agent") for the benefit of itself and certain other parties all its right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by the Chargors (the "Charged Accounts") and to all interest (if any) accruing on the Charged Accounts and, in each case, the debts represented by them.

1. We irrevocably authorise and instruct you:
  - (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and
  - (b) to disclose to the Security Agent any information relating to the Chargor and the Charged Accounts which the Security Agent may from time to time request you to provide.
2. We also advise you that:
  - (a) the Security Agent will have sole signing rights to the Charged Accounts designated as "Blocked" in the schedule below and consequently the Chargor may not withdraw any monies from those "Blocked" Charged Accounts (whether using an internet-based system or otherwise) without first having obtained the prior written consent of the Security Agent;
  - (b) by counter-signing this notice the Security Agent confirms that the Chargors may make withdrawals from the Charged Accounts designated as "Not blocked" in the schedule below until such time as the Security Agent shall notify you (with a copy to the Chargor) in writing that their permission is withdrawn. That permission may be withdrawn or modified by the Security Agent following notification by the Security Agent that an Event of Default has occurred; and
  - (c) the provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.
3. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of your confirmation that:
  - (a) you accept the instructions contained in this notice and agree to act in accordance with the provisions of this notice;
  - (b) [other in respect of a notice dated ● from the Chargor giving notice that it has assigned or charged to Deutsche Pfandbriefbank AG (for the benefit of itself and certain other parties) its rights to the monies standing to the credit of the Charged Accounts] you have not received notice that the Chargor has assigned or charged its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party;

- (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Agent; and
- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Charged Accounts.

The provisions of this notice are governed by [English law/the laws of Northern Ireland] [**Delete as applicable**].

#### Schedule

Chargor	Account Bank	Sort Code	Account Number	Status
				[Blocked / Not Blocked]

Yours faithfully,

.....  
for and on behalf of  
[**Insert name of Chargor**]

[**On acknowledgement copy**]

To: [insert name and address of Security Agent]

Copy to: [**Insert name of Chargor**]

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs 3 (a) to 3 (d) above.

.....  
for and on behalf of  
[**Insert name of Account Bank**]

Dated: ●

#### Part 4 - Form of Notice to Occupational Tenants

To: **[insert name and address of Occupational Tenant]**

Dated: ●

Dear Sirs,

Re: **[here identify the relevant Property, Lease Document and relevant Rental Income]** (the "Property") (the "Lease Document") and (the "Rental Income")

We notify you that **[insert name of Chargor]** (the "Chargor") has assigned by way of security all its right, title and interest in the Lease Document and Rental Income to Deutsche Pfandbriefbank AG (the "Security Agent") for the benefit of itself and certain other banks and financial institutions.

We further notify you that:

1. the Chargor may not agree to terminate or to make any amendment other than typographical (or other minor amendments) to the Lease Document without the prior written consent of the Security Agent;
2. you may continue to deal with the Chargor or the property manager (if any) in relation to the Rental Income and the Lease Document until you receive written notice to the contrary from the Security Agent. Thereafter the Chargor will cease to have any right to deal with you in relation to the Lease Document and the Rental Income and therefore from that time you should deal only with the Security Agent;
3. you should pay Rental Income direct to Account Number [●] Sort Code: [●];
4. you are authorised to disclose information in relation to the Rental Income and/or the Lease Document to the Security Agent or the property manager (if any) on request;
5. after receipt of written notice in accordance with paragraph 2 above, all remedies provided for under the Lease Documents or available at law or in equity and all rights to compel performance of the Lease Documents are exercisable by the Security Agent and all rights, interest and benefits whatsoever accruing to or for the benefit of us under the Lease Documents belong to the Security Agent, such that, inter alia, you must pay all monies to which the Chargor is entitled under the Lease Documents direct to the Security Agent or to an account specified by the Security Agent (and not to the Chargor) unless the Security Agent otherwise agrees in writing;
6. at all times we will remain liable to perform our obligations under the Lease Documents and the Security Agent is under no obligation of any kind whatsoever under the Lease Documents nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Lease Documents; and
7. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of confirmation that:
  - (a) you agree to the terms set out in this notice and to act in accordance with its provisions until you receive notice from the Security Agent to the contrary;
  - (b) [other in respect of a notice dated ● from the Chargor giving notice that it has assigned to Deutsche Pfandbriefbank AG (for the benefit of itself and certain other parties) all its right, title and interest in the benefits arising under the Lease Document [and/or the Rental Income]] you have not received notice that the Chargor has assigned its rights under the Lease Document [and/or the Rental Income] to a third party or created any other interest (whether by way of security

or otherwise) in [the Rental Income and/or\*] the Lease Document in favour of a third party; and

- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right [of set-off, counter-claim or other right relating to the Rental Income or any other right] under the Lease Document.

The provisions of this notice are governed by English law.

Yours faithfully

.....  
for and on behalf of  
**[insert name of Chargor]**

**[On acknowledgement copy]**

To: **[insert name of Security Agent]**

Copy to: **[insert name and address of Chargor]**

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

.....  
for and on behalf of  
**[insert name of Occupational Tenant]**

## SCHEDULE 7

### Form of Security Accession Deed

**[THIS INSTRUMENT MUST BE REGISTERED AT THE COMPANIES REGISTRY  
CONSIDER OTHER NECESSARY FILINGS]**

**THIS SECURITY ACCESSION DEED** is made on ●

#### **BETWEEN:**

- (1) ● Limited (a company incorporated in [England and Wales] with registered number ●) (the **"New Chargor"**);
- (2) ● (a company incorporated in [England and Wales] with registered number ●) (the **"Obligors' Agent"**) for itself and as agent for and on behalf of each of the existing Chargors; and
- (3) ● as security trustee for itself and the other Secured Parties (the **"Security Agent"**).

#### **RECITAL:**

This deed is supplemental to a second ranking debenture dated ● 2020 between, inter alia, the Obligors' Agent, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the **"Second Ranking Debenture"**).

**NOW THIS DEED WITNESSES** as follows:

#### **1. INTERPRETATION**

##### **1.1 Definitions**

Terms defined in the Second Ranking Debenture have the same meaning when used in this deed.

##### **1.2 Construction**

Clause 1.2 (Construction) of the Second Ranking Debenture will be deemed to be set out in full in this deed, but as if references in that clause to the Second Ranking Debenture were references to this deed.

#### **2. ACCESSION OF NEW CHARGOR**

##### **2.1 Accession**

The New Chargor agrees to be a Chargor for the purposes of the Second Ranking Debenture with immediate effect and agrees to be bound by all of the terms of the Second Ranking Debenture as if it had originally been a party to it as a Chargor.

##### **2.2 Covenant to Pay**

The New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Secured Liabilities when they fall due for payment.

## 2.3 Fixed Charges

The New Chargor, as security for the payment and discharge of the Secured Liabilities, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of second legal mortgage, all Property (including as specified in schedule 1); and
- (b) by way of second fixed charge:
  - (i) all other interests (not effectively charged under clause 2.3 (a)) in any Property;
  - (ii) all Subsidiary Shares;
  - (iii) all Equipment;
  - (iv) all Book Debts;
  - (v) all monies standing to the credit of the Blocked Accounts (including any replacement account or subdivision or sub-account of that account) and all rights related to those accounts;
  - (vi) all monies standing to the credit of the Other Accounts (including any replacement account or subdivision or sub-account of that account) and all rights related to those accounts;
  - (vii) its rights now and hereafter to recover VAT on any supplies made to it relating to the Charged Property and any sums so recovered;
  - (viii) the benefit of all consents, licences and agreements held by it in connection with its business or the use of any of its assets and the right to recover and receive any compensation in relation thereto;
  - (ix) all Intellectual Property;
  - (x) its goodwill and uncalled capital;
  - (xi) all Construction Documents;
  - (xii) all rights and interest in the Insurance Documents;
  - (xiii) to the extent not effectively assigned by clause 2.4 (Security Assignment), the Lease Documents;
  - (xiv) to the extent not effectively assigned by clause 2.4 (Security Assignment), the Rental Income;
  - (xv) to the extent not effectively assigned by clause 2.4 (Security Assignment), the Mall Income;
  - (xvi) to the extent not effectively assigned by clause 2.4 (Security Assignment), the Parking Income;
  - (xvii) to the extent not effectively assigned by clause 2.4 (Security Assignment), the GNER Income

- (iii) to the extent not effectively assigned by clause 2.4 (Security Assignment), the Subordinated Debt Documents;
- (iv) to the extent not effectively assigned by clause 2.4 (Security Assignment), the Managing Agent Appointment;
- (v) to the extent not effectively assigned by clause 2.4 (Security Assignment), the Asset Manager Appointment;
- (vi) to the extent not effectively assigned by clause 2.4 (Security Assignment), the Limited Partnership Agreement;
- (vii) to the extent not effectively assigned by clause 2.4 (Security Assignment), any Declaration of Trust;
- (viii) to the extent not effectively assigned by clause 2.4 (Security Assignment), the Insurance Proceeds;
- (ix) to the extent not effectively assigned by clause 2.4 (Security Assignment), the Hedging Agreements; and
- (xviii) to the extent not effectively assigned by clause 2.4 (Security Assignment), any right or interest referred to in clause 2.4(l) below.

Such charge shall take effect as a second fixed charge and shall rank ahead of any other present or future security over the charged property, other than the security created under the First Ranking Debenture.

## 2.4 **Security Assignment**

As further security for the payment and discharge of the Secured Liabilities, each Chargor assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in and under the following assets and, in each case, all Related Rights:

- (a) the Managing Agent Appointment;
- (b) the Asset Manager Appointment;
- (c) the Limited Partnership Agreement;
- (d) any Declaration of Trust;
- (e) the Lease Documents;
- (f) the Rental Income;
- (g) the Mall Income;
- (h) the Parking Income;
- (i) the GNER Income;
- (j) the Insurance Proceeds and
- (k) the Hedging Agreements; and
- (l) the benefit of all of the Chargor's rights, title and interest under all contracts (including any agreement relating to the management of the Property, any sale and purchase agreement relating to a Chargors' acquisition or disposal of a Property),

deeds, licences, undertakings, agreements, consents, authorisations, rights, representations, warranties, securities, covenants (including the title), guarantees, bonds and indemnities or other documents of any nature now or at any time enjoyed or held by any Chargor (whether formally documented or otherwise) other than where specifically charged or assigned by this deed;

provided that on payment or discharge in full of the Secured Liabilities the Security Agent will at the request and cost of the relevant Chargor re-assign the relevant rights, title and interest in the Lease Documents, the Rental Income, the Mall Income, the Parking Income, the GNER Income, the Insurance Proceeds and the Hedging Agreements, the Managing Agent Appointment, the Asset Manager Appointment, the Limited Partnership Agreement, any Declaration of Trust and other rights referred to in clause 2.4(l) above to that Chargor (or as it shall direct).

The assignment in clause 2.4 (Security Assignment) will take effect only to the extent the rights are not validly assigned pursuant to the First Ranking Debenture.

## **2.5 Fixed Security**

Clause 2.3 (Fixed Charges) and clause 2.4 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

## **2.6 Floating Charge**

As further security for the payment and discharge of the Secured Liabilities, the New Chargor charges with full title guarantee in favour of the Security Agent by way of second floating charge all its assets, both present and future, not effectively charged by way of second fixed charge under clause 2.3 (Fixed Charges) or assigned under clause 2.4 (Security Assignment) and, in each case, all Related Rights.

## **3. INCORPORATION INTO THE SECOND RANKING DEBENTURE**

The Second Ranking Debenture and this deed shall be read together as one instrument on the basis that references in the Second Ranking Debenture to "this deed" will be deemed to include this deed.

## **4. CONSENT OF EXISTING CHARGORS**

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Second Ranking Debenture.

## **5. NOTICES**

The New Chargor confirms that its address details for notices in relation to the Second Ranking Debenture are as follows:

Address: ●

Facsimile: ●

Attention: ●

## **6. LAW**



This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law.

**IN WITNESS** whereof this deed has been duly executed and delivered on the date first above written.

**SCHEDULE 1**  
**Details of Freehold and Leasehold Property**

**SCHEDULE 2**  
**Details of Subsidiary Shares**

**SCHEDULE 3**  
**Part 1 - Details of Blocked Accounts**  
**Part 2 - Details of Other Accounts**

**SCHEDULE 4**  
**Intellectual Property**

**SCHEDULE 5**  
**Assigned Agreements**

**SCHEDULE 6**  
**Insurance Policies**

**SCHEDULE 7**  
**Construction Contracts**

## SIGNATORIES TO DEED OF ACCESSION

### The New Chargor

Executed as a deed by )  
[***insert name of company in bold and*** )  
***upper case***]: )  
)

Signature of director .....

Name of director .....

Signature of witness .....

Name of witness .....

Address of witness .....

.....

.....

Occupation of witness .....

### Notice Details

Address:

Facsimile:

Attention:

### The Obligors' Agent

Signed for and on behalf of )  
[***insert name of company in bold and*** )  
***upper case***]: )  
) Name: .....

### Notice Details

Address:

Facsimile:

Attention:

### The Security Agent

Signed for and on behalf of [*insert* )  
*name of Security Agent in bold and* )  
*upper case*]: )  
)

.....  
Name:

### Notice Details

Address:

Facsimile:

Attention:

## **SCHEDULE 8**

### **Construction Documents**

1. Engineer's Deed of Warranty dated 10 October 2005 between (1) Ove Arup & Partners Limited (2) The Frenchgate Limited Partnership (3) Teesland Property Company (Northern) Limited.
2. Quantity Surveyor's Deed of Warranty dated 10 October 2005 between (1) Burnley Wilson Fish (2) The Frenchgate Limited Partnership (3) Teesland Property Company (Northern) Limited.
3. Planning Supervisor's Warranty dated 8 September 2005 between (1) Teesland Development Management Limited (2) The Frenchgate Limited Partnership (3) Teesland Property Company (Northern) Limited.
4. Certified copy Engineer's Warranty dated 10 October 2005 between (1) Ove Arup & Partners Limited (2) The Frenchgate Limited Partnership (3) Teesland Property Company (Northern) Limited.
5. Certified copy Quantity Surveyor's Warranty dated 10 October 2005 between (1) Burnley Wilson Fish (2) The Frenchgate Limited Partnership (3) Teesland Property Company (Northern) Limited.
6. Warranty from Glendale Engineering (Mirfield) Limited dated 8 August 2006 between (1) Glendale Engineering (Mirfield) Limited (2) Teesland Property Company (Northern) Limited (3) HBG Construction Limited.
7. Warranty from Glendale Engineering (Mirfield) Limited dated 22 August 2006 between (1) Glendale Engineering (Mirfield) Limited (2) The Frenchgate Limited Partnership.
8. Warranty from HBG Construction Limited dated 8 August 2006 between (1) HBG Construction Limited (2) The Frenchgate Limited Partnership.
9. Planning Supervisor's Deed of Warranty dated 3 December 2003 between (1) Teesland Development Management Limited (2) The Frenchgate Limited Partnership (3) Teesland Property Company (Northern) Limited.
10. Employer's Agent/Quantity Surveyors Deed of Warranty dated 3 December 2003 between (1) Burnley Wilson Fish (2) The Frenchgate Limited Partnership (3) Teesland Property Company (Northern) Limited.
11. Contractor's Deed of Warranty dated 3 December 2003 (1) Sir Robert McAlpine Limited (2) The Frenchgate Limited Partnership (3) Teesland Property Company (Northern) Limited.
12. Mechanical & Electrical Engineer's Deed of Warranty dated 3 December 2003 (1) Ove Arup & Partners Limited (2) The Frenchgate Limited Partnership (3) Teesland Property Company (Northern) Limited.
13. Civil and Structural Engineer's Collateral Warranty dated 3 December 2003 between Ove Arup & Partners Limited (2) The Frenchgate Limited Partnership (3) Teesland Property Company (Northern) Limited.
14. Consultant's Collateral Warranty dated 3 December 2003 between (1) N G Bailey & Co Ltd (2) The Frenchgate Limited Partnership (3) Teesland Property Company (Northern) Limited.
15. Civil and Structural Engineer's Deed of Warranty dated 19 May 2006 between Ove Arup & Partners Limited (2) The Frenchgate General Partner Limited (3) Sir Robert McAlpine Limited.

16. Sub-Contractor Collateral Warranty dated 18 April 2007 between (1) Stent Foundations (2) The Frenchgate General Partner Limited (3) Sir Robert McAlpine Limited.
17. Sub-Contractor Collateral Warranty dated 18 April 2007 between (1) Severfield-Reeve Structures Limited (2) The Frenchgate General Partner Limited (3) Sir Robert McAlpine Limited.
18. Sub-Contractor Collateral Warranty dated 18 April 2007 between (1) Bailey Limited (2) The Frenchgate General Partner Limited (3) Sir Robert McAlpine Limited.
19. Sub-Contractor Collateral Warranty dated 18 April 2007 between (1) Kone Public Limited Company - Escalators (2) The Frenchgate General Partner Limited (3) Sir Robert McAlpine Limited.
20. Sub-Contractor Collateral Warranty dated 18 April 2007 between (1) Kone Public Limited Company – Lifts (2) The Frenchgate General Partner Limited (3) Sir Robert McAlpine Limited.
21. Sub-Contractor Collateral Warranty dated 18 April 2007 between (1) Berry Systems Ltd (2) The Frenchgate General Partner Limited (3) Sir Robert McAlpine Limited.
22. Sub-Contractor Collateral Warranty dated 18 April 2007 between (1) Irvine-Whitlock Limited (2) The Frenchgate General Partner Limited (3) Sir Robert McAlpine Limited.

## SIGNATORIES TO THE SECOND RANKING DEBENTURE

### The Chargors

Executed as a deed by  
**THE FRENCHGATE LIMITED**  
**PARTNERSHIP**, acting by its general  
partner, Frenchgate General Partner  
Limited acting by:

)  
)  
)  
)  
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....  
[Redacted]

MARY COMHINS  
.....

[Redacted]

### Notice Details

Address: c/o Dmms, 3rd Floor, Julco House, 26/28 Great Portland Street, London W1W 8QT

Fax: 0207 493 3135

Email: [liam@hsmc.ie](mailto:liam@hsmc.ie); [Annemarie@hsmc.ie](mailto:Annemarie@hsmc.ie) and [rlaser@dmproperty.com](mailto:rlaser@dmproperty.com)

Attention: Ronald Laser

Executed as a deed by )  
**FRENCHGATE GENERAL PARTNER** )  
**LIMITED** acting by: )

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

[Redacted]

[Redacted]

MARY COHINS

[Redacted]

#### Notice Details

Address: c/o Dmms, 3<sup>rd</sup> Floor, Julco House, 26/28 Great Portland Street, London W1W 8QT

Fax: 0207 493 3135

Email: [liam@hsmc.ie](mailto:liam@hsmc.ie); [Annemarie@hsmc.ie](mailto:Annemarie@hsmc.ie) and [rlaser@dmproperty.com](mailto:rlaser@dmproperty.com)

Attention: Ronald Laser



Executed as a deed by )  
**FRENCHGATE (NOMINEE 1) LIMITED** )  
acting by: )

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

[Redacted]

[Redacted]

MARLY COMHINS

[Redacted]

#### Notice Details

Address: c/o Dmms, 3<sup>rd</sup> Floor, Julco House, 26/28 Great Portland Street, London W1W 8QT

Fax: 0207 493 3135

Email: [liam@hsmc.ie](mailto:liam@hsmc.ie); [Annemarie@hsmc.ie](mailto:Annemarie@hsmc.ie) and [rlaser@dmproperty.com](mailto:rlaser@dmproperty.com)

Attention: Ronald Laser

Executed as a deed by  
**FRENCHGATE (NOMINEE 2) LIMITED**  
acting by:

)  
)  
)

Signature of director

[Redacted signature]

Signature of witness

Name of witness

MARY COHINS

Address of witness

[Redacted address]

Occupation of witness

#### Notice Details

Address: [c/o Dmms,] 3<sup>rd</sup> Floor, [Julco House,] 26/28 Great Portland Street, London W1W 8QT

Fax: 0207 493 3135

Email: [liam@hsmc.ie](mailto:liam@hsmc.ie); [Annemarie@hsmc.ie](mailto:Annemarie@hsmc.ie) and [rlaser@dmproperty.com](mailto:rlaser@dmproperty.com)

Attention: Ronald Laser

Executed as a deed by )  
**FRENCHGATE LP LIMITED** acting by: )



Signature of director

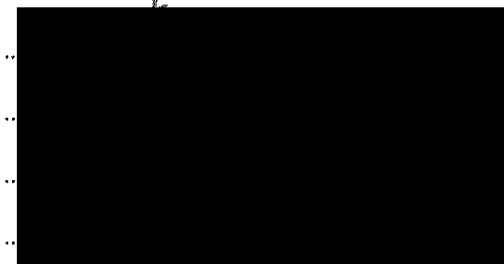


Signature of witness

Name of witness

MARLY COMHINS

Address of witness



Occupation of witness

#### Notice Details

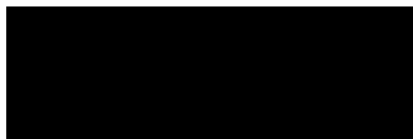
Address: c/o Dmms, 3<sup>rd</sup> Floor, Julco House, 26/28 Great Portland Street, London W1W 8QT

Fax: 0207 493 3135

Email: [liam@hsmc.ie](mailto:liam@hsmc.ie); [Annemarie@hsmc.ie](mailto:Annemarie@hsmc.ie) and [rlaser@dmproperty.com](mailto:rlaser@dmproperty.com)

Attention: Ronald Laser

Executed as a deed by )  
**CAFEFIRST LIMITED** acting by: )



Signature of director

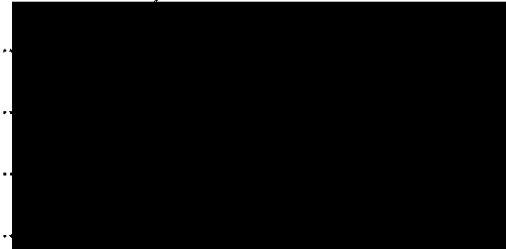
Signature of witness



Name of witness

MARY COMHINS

Address of witness



Occupation of witness

#### Notice Details

Address: c/o Dmms, 3<sup>rd</sup> Floor, Julco House, 26/28 Great Portland Street, London W1W 8QT

Fax: 0207 493 3135

Email: [liam@hsmc.ie](mailto:liam@hsmc.ie); [Annemarie@hsmc.ie](mailto:Annemarie@hsmc.ie) and [rlaser@dmproperty.com](mailto:rlaser@dmproperty.com)

Attention: Ronald Laser

Executed as a deed by )  
**EUROPA FRENCHGATE LP LIMITED** )  
acting by: )



Signature of director

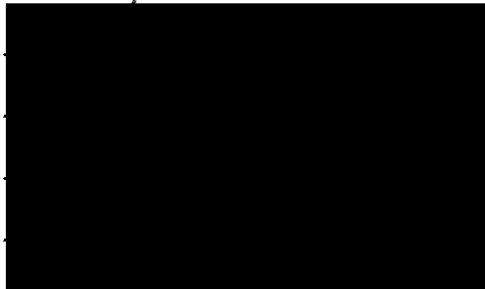


Signature of witness

Name of witness

MARY COMHINS

Address of witness



Occupation of witness

#### Notice Details

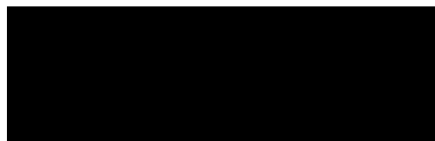
Address: [c/o Dmms,] 3<sup>rd</sup> Floor, [Julco House,] 26/28 Great Portland Street, London W1W 8QT

Fax: 0207 493 3135

Email: [liam@hsmc.ie](mailto:liam@hsmc.ie); [Annemarie@hsmc.ie](mailto:Annemarie@hsmc.ie) and [rlaser@dmproperty.com](mailto:rlaser@dmproperty.com)

Attention: Ronald Laser

Executed as a deed by )  
**FOODEARTH LIMITED** acting by: )



Signature of director

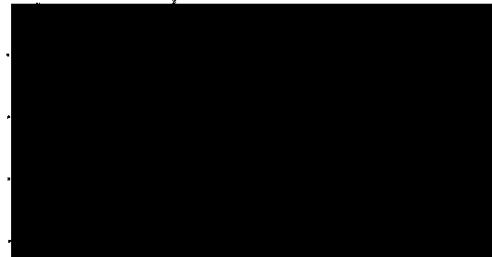
Signature of witness



Name of witness

MARLY COMHINS

Address of witness



Occupation of witness

#### Notice Details

Address: c/o Dmms, 3<sup>rd</sup> Floor, Julco House, 26/28 Great Portland Street, London W1W 8QT

Fax: 0207 493 3135

Email: [liam@hsmc.ie](mailto:liam@hsmc.ie); [Annemarie@hsmc.ie](mailto:Annemarie@hsmc.ie) and [rlaser@dmproperty.com](mailto:rlaser@dmproperty.com)

Attention: Ronald Laser

**Security Agent**

Signed for and on behalf of **DEUTSCHE** )  
**PFANDBRIEFBANK AG:** )  
 )  
 )

.....  
Authorised Signatory

.....  
Name of Authorised Signatory

.....  
Authorised Signatory

.....  
Name of Authorised Signatory

**Notice Details**

Address: 23rd Floor, 20 Fenchurch Street, London EC3M 3BY, United Kingdom

Facsimile: +44 (0)20 7743 7700

Email: [LONDONCRMREUK1@pfandbriefbank.com](mailto:LONDONCRMREUK1@pfandbriefbank.com)

Attention: Head of UK Credit Risk Management, Northern Europe