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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A/C 00400074

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

1115

01950021

Name of company

* **DRESDNER KLEINWORT LEASING MARCH (2) LIMITED** (the Company)

Date of creation of the charge

7 November 2008

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

Assignment of rentals by way of security made by the Company and dated 7 November 2008 (the **Assignment of Rentals**)

Amount secured by the mortgage or charge

The payment and discharge of the Obligations of Dresdner Bank AG, London Branch undertaken pursuant to the Facility Agreement

Facility Agreement means the facility agreement dated 7 November 2008 between Dresdner Bank AG, London Branch and the Assignee, as it may from time to time be amended, restated, novated or replaced (however fundamentally, including by an increase of any size in the amount of the facilities made available under it, the alteration of the nature, purpose or period of those facilities or the change of its parties)

Continued at addendum 2/4

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

DZ BANK AG (the Assignee) PLATZ DER REPUBLIK, 60325 FRANKFURT AM MAIN, GERMANY

Postcode

Presenter's name address and
reference (if any)

Norton Rose LLP
3 More London Riverside
London
SE1 2AQ

For official Use (02/06)
Mortgage Section

MDGR/SVVG/LN22097/8611315v1

Time critical reference

TUESDAY



LEHVZ4XB

LD2

18/11/2008

155

COMPANIES HOUSE

The Company assigns with full title guarantee absolutely all of the Rights which it now has and all of the Rights which it obtains at any time in the future in the Assigned Property and in any Rights accruing to, derived from or otherwise connected with it (including proceeds, insurances, guarantees and Security)

Negative Pledge

The Company will ensure that no Security exists or will exist over, or in relation to, any Assigned Property other than as contemplated by the Assignment of Rentals and there will be no Disposal of any Assigned Property save as contemplated by the Assignment of Rentals

Assigned Property means the rentals and all other sums payable from time to time by a Lessee to the Company pursuant to any Relevant Lease Agreement

Disposal means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of Security

Lessee means and any Subsidiary of VR-Leasing AG which is a lessee under a Relevant Lease Agreement

Continued at addendum 4/4

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Norion Rose LLP

Date 18 November 2008

On behalf of [company] ~~XXXXXXXXXXXX~~ †

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

† delete as appropriate

Notes

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

Name of company

*insert full name
of Company

* DRESDNER KLEINWORT LEASING MARCH (2) LIMITED (the Company)

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Obligations, in relation to a person, means all obligations or liabilities of any kind of that person from time to time, whether they are

- (a) to pay money or to perform (or not to perform) any other act,
- (b) express or implied,
- (c) present, future or contingent,
- (d) joint or several,
- (e) incurred as a principal or surety or in any other manner, or
- (f) originally owing to the person claiming performance or acquired by that person from someone else

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

Relevant Lease Agreement means any lease agreement between the Company and a Lessee which is, pursuant to clause 7 of the Facility Agreement, to be assigned to the Assignee as security for the obligations of Dresdner Bank AG, London Branch under the Facility Agreement, and is specified in a drawdown notice issued pursuant to clause 8 of the Facility Agreement**Right** means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary**Security** means

- (a) any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction,
- (b) any proprietary interest over an asset, or any contractual arrangement in relation to an asset, in each case created in relation to financial indebtedness and which has the same commercial effect as if security had been created over it, and
- (c) any right of set-off created by agreement

Subsidiary in the case of the Company has the meaning attributed thereto in section 736 of the Companies Act 1985 and in

Company number

01950021,

Name of company

*insert full name
of Company

* DRESDNER KLEINWORT LEASING MARCH (2) LIMITED (the Company)

the case of VR-Leasing AG means a Subsidiary within the meaning of sections 15-17 Stock Corporation Act (*Aktiengesetz*)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1950021
CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT OF RENTALS BY
WAY OF SECURITY DATED 7 NOVEMBER 2008 AND CREATED
BY DRESDNER KLEINWORT LEASING MARCH (2) LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO DZ BANK AG ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 18 NOVEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 NOVEMBER
2008



Companies House
— for the record —

PS



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES