

COMPANIES FORM No. 395**Particulars of a mortgage or charge****395**

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

400074 ✓
[] [] [] [] [] [] [] [] [] []

01950021

Name of company

* Domino's Leasing Limited (formerly Dresdner Kleinwort Leasing March (2) Limited) (the "**Assignor**")

Date of creation of the charge

30 June 2009

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

(Assignment of VR Lease and Guarantee) (the "**Assignment**").

Amount secured by the mortgage or charge

The Obligations owing by the Assignor to the Assignee under the Commerzbank Guarantee (the "**Secured Obligations**").

"**Commerzbank Guarantee**" means the guarantee of the payment obligations of the Lessee owed to the Assignor as lessor under the Lease Agreement, given by Commerzbank AG, London Branch in favour of the Assignor on 30 June 2009;

"**Lease Agreement**" means the lease agreement entered into between the Assignor as lessor and VR-Leasing Einkaufs GmbH as lessee (the "**Lessee**") on 7 November 2008 (as amended from time to time);

"**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; or
- (c) present, future or contingent.

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

Commerzbank AG, London Branch, 60 Gracechurch Street, London (the "**Assignee**")

Postcode EC3V OHR

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

Norton Rose LLP
3 More London Riverside
London
SE1 2AQ

SHLS/LN27078/BD#9681724

Time critical reference

For official Use (02/06)
Mortgage Section

FRIDAY



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10/07/2009

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

All of the Rights which the Assignor has at the date of the Assignment and all of the Rights which it obtains at any time in the future in the Assigned Contracts and the right to compel performance by the Lessee of its obligations under the Assigned Contracts corresponding to such Rights, and the right to receive and retain any sales proceeds pursuant to the Sales Agency Agreement.

The Assignor has covenanted with the Assignee not to knowingly create any Security over the Assigned Contracts other than Finance Party Security or pursuant to the Lease Assignment.

For definitions, please see 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 *Norton Rose LLP*

Date 10 July 2009

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [chargee] †

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

† delete as appropriate

Notes

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

Name of company

*insert full name
of Company* Domino's Leasing Limited (formerly Dresdner Kleinwort Leasing March (2)
Limited) (the "Assignor")

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)

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)

"Assigned Contracts" means the Lease Agreement (but only to the extent that it relates to amounts of "Rental" or "Relevant Amounts" as defined under the Lease Agreement and any interest thereon) and the Sales Agency Agreement (each as amended or replaced from time to time);

"Finance Documents" means:

(a) the Loan Agreement;

(b) the Assignment;

(c) an account charge entered into between the Assignor and Dresdner Kleinwort Leasing Limited and dated 30 June 2009 over the account with account number 10845500 and sort code 23-54-05 at Commerzbank AG, London Branch; and

(d) any other documents designated as such in writing by the Assignor and the Assignee at any time;

"Finance Party Security" means the Security created by the Assignment and any other existing or future Security granted by the Assignor to secure the payment and discharge of Secured Obligations or the obligations of the Assignor under the Finance Documents;

"Lease Assignment" means the first priority lease assignment dated on 30 June 2009 and made between the Assignor and Dresdner Kleinwort Leasing Limited (as amended or replaced from time to time) and given to secure the Assignor's obligations owed to Dresdner Kleinwort Leasing Limited under the Loan Agreement;

"Loan Agreement" means the loan agreement dated 30 June 2009 and made between the Assignor and the Assignee (as amended or replaced from time to time) in relation to funding the Assignee's investment in the Lease Agreement;

Name of company

*insert full name
of Company

* Domino's Leasing Limited (formerly Dresdner Kleinwort Leasing March (2) Limited) (the "Assignor")

"Right" means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary;

"Sales Agency Agreement" means the sales agency agreement entered into between the Assignor as lessor and the Lessee as sales agent on 7 November 2008; and

"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; and

(b) any proprietary interest over an asset, or any contractual arrangement in relation to an asset, in each case created in relation to Indebtedness (as defined in the Loan Agreement) and which has the same commercial effect as if security had been created over it.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1950021
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT OF VR LEASE AND
GUARANTEE DATED 30 JUNE 2009 AND CREATED BY
DOMINO'S LEASING LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO
COMMERZBANK AG, LONDON BRANCH 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 10
JULY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 JULY 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES