

# MR01

## Particulars of a charge

v. 095174/13



A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR02

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form must be delivered to the Registrar for registration  
21 days beginning with the day after the date of creation of the charge  
delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery

You must enclose a certified copy of the instrument with this form  
scanned and placed on the public record



A08 04/01/2014 #64  
COMPANIES HOUSE

### 1 Company details

Company number 01950021

Company name in full DOMINO'S LEASING LIMITED

For official use  
17  
→ Filing in this form  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 3/01/2013

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name Barclays Bank PLC

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

**Continuation page**  
Please use a continuation page if you need to enter more details

Description

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

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**Trustee statement <sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X

*John Cohen*

X

This form must be signed by a person with an interest in the charge

# MRO1

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name  
Nicola Walker

Company name  
Barclays Corporate

Legal Services

Address  
Churchill Plaza

Churchill Way

Post town  
Basingstoke

County/Region  
Hampshire

Postcode  
R G 2 1 7 G P

Country  
UK

Dx

Telephone



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

# MR01 - continuation page

## Particulars of a charge

4	<b>Description</b>
	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security
Description	



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1950021

Charge code: 0195 0021 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th December 2013 and created by DOMINO'S LEASING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th January 2014

P

Given at Companies House, Cardiff on 9th January 2014



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

I certify that save for material redacted pursuant to s 859G of the Companies Act 2006 this copy instrument is a correct copy of the original instrument

*Rebecca Howgate*  
Solicitor  
Name **REBECCA HOWGATE**  
Date **3 JANUARY 2014**

**DATED** 30 December 2013

**DOMINO'S LEASING LIMITED**

- and -

**BARCLAYS BANK PLC**

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**ASSIGNMENT AND CHARGE  
OF  
HIRE AGREEMENTS**

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**ASSIGNMENT**  
**and**  
**CHARGE**

**Parties**

THIS DEED is made between the Company named below and Barclays Bank PLC (Company Number 1026167) ("the Lender" which expression shall include the Lender's successors and assigns) of 1 Churchill Place, London E14 5HP and whose address for all correspondence in connection with this deed is Barclays Mercantile Business Finance Limited of Churchill Plaza, Churchill Way, Basingstoke, Hampshire RG21 7GP

**Date**

- 1.1 The date of this deed is *30 December* 2013  
and the following expressions have the meanings respectively stated against them-

**Definitions**

"the Company".	Domino's Leasing Limited (Company Number. 01950021) whose registered address is 1 Thornbury, West Ashland, Milton Keynes, Buckinghamshire MK6 4BB
"Principal Agreement".	any loan agreement and/or any chattel mortgage made between the Company and the Lender;
"Equipment"	items mortgaged or charged by the Company to the Lender under a Principal Agreement;
"Specified Agreement"	any agreement specified in the Schedule,
"Agreement".	an agreement other than a Specified Agreement under which the Company lets Equipment to a customer with or without an option to purchase; and
"the Property Charged":	the Specified Agreements and the Agreements or any of them together with the other property respectively referred to in clauses 2 and 3 below

**Interpretation**

- 1.2 In this deed the masculine includes the feminine and the neuter, and the singular includes the plural. If the Company is two or more persons, that expression includes all such persons (and each of them) and their liability under this deed is joint and



several The rights and obligations of the Company under this deed are personal to the Company and shall not be capable of being assigned or transferred.

**Construction**

- 1.3 The marginal notes are for ease of reference only and do not affect the construction of this deed Any reference in this deed to a statutory provision shall be construed as a reference to that provision as from time to time amended or re-enacted. The benefit of this deed and the security created by it is available for the benefit of the Lender's successors and assigns and any company for which the Lender may be acting as agent.

**Permission to Let**

- 1.4 The Lender has permitted the Company to let the Equipment subject to certain terms and conditions

**Assignment**

- 2 As security for all sums payable by the Company to the Lender under the Principal Agreements the Company assigns with full title guarantee to the Lender all its rights, title and interest in the Specified Agreements (if any) together with the benefit of all guarantees, indemnities, negotiable instruments, securities and insurance policies taken by the Company in connection with the Specified Agreements to hold the same unto the Lender absolutely, subject only to the proviso for re-assignment set out in clause 4 below.

**Charge**

- 3 As security for all sums payable by the Company to the Lender under the Principal Agreements the Company charges with full title guarantee in favour of the Lender as a first fixed and specific charge of all its rights, title and interest in the Agreements together with the benefit of all guarantees, indemnities, negotiable instruments, securities and insurance policies taken by the Company in respect of such Agreements and together with the benefit of any supplemental or collateral agreement entered into by the Company under which the Company undertakes to maintain or service Equipment

**Re-Assignment and Discharge of this Security**

4. At any time after all sums payable by the Company and all liabilities (whether actual or contingent) of the Company to the Lender under the Principal Agreements shall have been respectively paid and discharged, the Lender will at the request and cost of the Company re-assign or release the Property Charged to the Company.

**Covenants by the Company**

- 5 The Company covenants with the Lender during the continuance of this security

**Payments to Lender**

- 5.1 To procure that all monies arising under or in respect of the Property Charged are paid by the payer to the Lender (as mortgagee) or as the Lender shall from time to time direct

**Payments to Company**

- 5.2 Without prejudice to the Company's obligation under 5.1 above, so far as any monies referred to in that clause are received by the Company by accident or mistake or for any reason

whatsoever immediately to pay such monies to the Lender (as mortgagee) or deal with the same only in such a manner as the Lender shall have directed under clause 5.1 above, and in the meantime to hold the monies in trust for the Lender.

**Not to Encumber**

- 5.3 Not to create any further mortgage or charge whatsoever on the Property Charged or to sell the Property Charged or to deal with any moneys payable under or in respect of the Property Charged otherwise than in accordance with the terms of this deed.

**No Specified Agreements  
or Agreements regulated by  
the Consumer Credit Act 1974**

- 5.4 That no Specified Agreement and that no Agreement is or may become regulated by the Consumer Credit Act 1974 and that the Company will not enter into any Specified Agreement or any Agreement which is subject to the Consumer Credit Act 1974

**Not to accept  
Surrenders**

- 5.5 Not to accept or to agree to accept a surrender by any hirer of any agreement comprised in the Property Charged.

**Power of Sale**

- 6.1 The powers of sale and of appointment of a receiver and other powers conferred by the Law of Property Act 1925 on mortgagees and by this deed on the Lender shall arise and be exercisable at any time after the amounts secured by any Principal Agreement shall have become due and payable, without regard to Section 103 of that Act which section shall not apply to this security or any sale made by virtue of it.

**Lender to be  
Entitled to Exercise  
Powers of Receiver**

- 6.2 At any time after the statutory power of sale shall have become exercisable under clause 6.1 above, the Lender may by itself or its servants or agents (without appointing a receiver) exercise all or any part of the powers conferred on a receiver below and so that the Lender shall not as a result become liable to account as mortgagee in possession.

**Powers of Receiver**

- 6.3 Any receiver appointed by the Lender hereunder shall be deemed to be the agent of the Company and not of the Lender. The receiver's powers shall include (but not be limited to) power to -
- i) collect and pay to the Lender all sums due from any one or more of the following -
    - (a) any hirer under any of the agreements comprised in the Property Charged,
    - (b) any guarantor or indemnifier under any contract of guarantee or indemnity given in connection with any of the Property Charged, and
    - (c) any insurer in respect of the Equipment;
  - ii) enforce by legal proceedings or other lawful act or procedure the duties and obligations imposed upon the parties to any agreement comprised in the Property Charged,

- iii) give all such notices as he may consider expedient by reason of the acts and omissions of any of the parties to any agreement comprised in the Property Charged and to receive notices under any such agreement;
- iv) sell or concur in selling any of the Property Charged on such terms and conditions as he shall think fit and to carry any such sale into effect in the name and on behalf of the Company;
- v) make any arrangement or compromise or settlement which he or the Company shall think fit;
- vi) appoint managers, officers and agents for any of the above purposes at such salaries as he may determine and to dismiss them;
- vii) do all such other acts and things as he may consider incidental or conducive to any of the matters or above powers and to make any arrangements with regard to the Property Charged which he considers expedient in the interests of the Company; and
- viii) have access to and make use of the premises plant equipment and accounting and other records of the Company and the services of its staff for all or any of the above purposes.

**Further powers of Indulgence by Lender**

- 6 4 The Lender may at any time from time to time without discharging or in any way affecting the security created by this deed or the rights of the Lender against the Company under this deed grant time or any other indulgence to the Company or any person referred to in clause 6 3 above.

**Further Assurances**

- 7 1 The Company covenants with the Lender that the Company shall at any time and from time to time, if and when required by the Lender so to do, execute to the Lender or as the Lender shall direct, such further deeds and documents as the Lender shall require of and on all the Company's rights title and interest in the Property Charged to secure all money and liabilities hereby agreed to be paid or intended to be hereby secured, such deeds and documents to be prepared by or on behalf of the Lender at the cost of the Company and to be in such form as the Lender may require.

**Lender to be Attorney of Company**

- 7 2 The Company hereby irrevocably appoints the Lender and the persons deriving title under the Lender and its substitutes and any receiver, or either or both of them, to be the attorney for the Company and in the Company's name and on its behalf and as its act and deed or otherwise to sign seal and deliver and otherwise perfect any such deed and document specified in clause 7.1 above or (without executing any such deed or document) any

deed, assurance or act which may be required or may be deemed proper on any sale, lease, sub-lease or disposition by the Lender or by any receiver as aforesaid of the Property Charged under any power of sale, leasing or other disposition applicable thereto.

**Protection of Other  
Securities of the Lender**

- 7.3 Nothing in this deed shall operate so as to merge or otherwise prejudice or affect any bill, note, agreement, guarantee, mortgage or other security which the Lender may from time to time have for any money intended to be hereby secured (whether from the Company or any other person) or any right or remedy of the Lender under any of them.

**Certificate of Officer  
of Lender as Evidence**

8. A certificate by the Secretary or other officer of the Lender as to the money and liabilities for the time being due or incurred to the Lender from or by the Company shall be conclusive evidence against the Company in any legal proceedings.

**Continuing Security**

- 9 This deed shall constitute and be a continuing security to the Lender notwithstanding any settlement of account or other matter or thing whatsoever.

**Consolidation Not  
Allowed**

10. Section 93 of the Law of Property Act 1925 (which restricts the consolidation of mortgages) shall not apply to this deed.

**Severance**

11. Each of the provisions of this deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable, the validity legality and enforceability of the remaining provisions of this deed shall not in any way be affected or impaired thereby

**Notices**

- 12.1 The regulations as to notices contained in Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) shall be deemed to be incorporated herein
- 12.2 The Company instructs the Lender to give to the hirer under any Specified Agreement notice of any assignment contained within this deed

**Law**

13. This deed, including any non-contractual obligations arising out of or in connection with this deed, is governed by and shall be construed in accordance with, English law

**SCHEDULE**

Specified Agreements assigned by the Company to the Lender by clause 2 hereof

- 1 A hire agreement dated 5 September 2013 between the Company and DP Newcastle and Sunderland Limited of 224 Durham Road, Low Fell, Gateshead NE8 4JR in respect of assets located at Dominos Pizza, 7/9 Arndale Arcade, Jarrow NE32 3LP,

- 2 A hire agreement dated 5 September 2013 between the Company and R&D Yorkshire Limited of 234 Singlewell Road, Gravesend, Kent DA11 7RE in respect of assets located at Dominos Pizza, 603-605 Wakefield Road, Huddersfield HD5 9XP;
- 3 A hire agreement dated 22 August 2013 between the Company and AKS (Cheshire) Limited of 17 Arrowe Park Road, Upton, Wirral CH49 0UB in respect of assets located at Dominos Pizza, 28 Bodfor Street, Rhyl LL18 1AU, and
- 4 A hire agreement dated 5 September 2013 between the Company and Full House Restaurants Limited of 34 Anyards Road, Cobham, Surrey KT11 2LA in respect of assets located at Dominos Pizza, 144 Station Road, Addlestone KT15 2BE.


IN WITNESS of which this deed was executed and is delivered on and takes effect from the day and year first before written

EXECUTED as a Deed by                     )  
the Company acting by.-                     )

Director . . . . . 

Name . . . LEE GINSBERG

Witnessed by

Director/Secretary. . . . . 

Name . MARK MILLAR

Position GENERAL COUNSEL + LEGAL  
COMPANY SECRETARY

[REDACTED]

[REDACTED]