

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

M152 / Jan 5 / CF

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

\* insert full name  
of company

To the Registrar of Companies

For official use

Company number

101

757192

Name of company

\* Jungheinrich (G.B.) Limited

Date of creation of the charge

5th January 1987

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

Mortgage

Amount secured by the mortgage or charge

All sums of money as now are or shall from time to time become payable by virtue of Hire Purchase Agreements, Lease Purchase Agreements, Conditional Sale Agreements, Leasing Agreements, Credit Sale Agreements and Loan Agreements now and from time to time entered into between the Company and any of the Mortgagees, and all other sums of money from time to time owing from the Company to any of the Mortgagees.

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

Chartered Trust Public Limited Company, Chartered Leasing Limited,

CTL Limited, CT Vehicle Leasing Limited and Standard Finance Limited all

of 24/26 Newport Road, Cardiff CF2 1SR.

Postcode

Presenter's name address and  
reference (if any): CSL/MEJ/200/47

Mr. C.S. Lancaster,  
Industrial Advances Controller,  
Chartered Trust plc,  
24/26 Newport Road,  
Cardiff CF2 1SR.

For official Use  
Mortgage Section

REGISTERED

5 JAN 1987

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

First fixed charge on

- (1) all Leasing Agreements now and from time to time entered into between the Company and its customers (insofar as such Agreements relate to goods supplied on Hire Purchase, Lease Purchase, Conditional Sale, Lease or Credit Sale by any of the Mortgagees to the Company or to goods over which the Company has granted a mortgage to any of the Mortgagees).
- (2) all moneys from time to time payable under the said Leasing Agreements
- (3) the goods comprised in the said Leasing Agreements (insofar as the property therein is or may become vested in the Company).
- (4) the benefit of all guarantees, indemnities, negotiable instruments and securities taken by the Company in connection with the said Leasing Agreements.
- (5) the benefit of all insurances effected under the terms of the said Leasing Agreements.

The mortgage provides that

- (1) all money collected by the Company in respect of the mortgaged property shall be held on trust for the Relevant Mortgagee;
- (2) the Company shall not without the prior consent of the Relevant Mortgagee in writing sell or otherwise deal with the mortgaged property;
- (3) the Company shall execute a legal assignment of the mortgaged property if required to do so.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Signed

Date

5th January 1987

On behalf of [company] [mortgagee/chargee]†

† 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.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 5th January 1987  
and created by JUNGHEINRICH (G.B.) LIMITED for securing all moneys due or  
to become due from the Company to the Chargees or any of them under or by  
virtue of the Agreements and the Loan Agreements (as both are defined in  
the terms of the mortgage) on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 5th January 1987

Given under my hand at the Companies Registration Office,  
Cardiff the - 9 JAN 1987

No. 757192

  
D. ROBERTS  
an authorised officer

Certificate and instrument received by .....

Date 12.1.87 .....

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COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

395

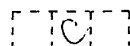
MSG/6 MAR/CF

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

\*Insert full name  
of company

To the Registrar of Companies

For official use Company number



757192

Name of company

\* JUNGHEINRICH (G.B.) LIMITED

Date of creation of the charge

29th February 1988.

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

ASSIGNMENT

Amount secured by the mortgage or charge

All monies agreed to be paid by the Company to Lloyds Bowmaker Leasing Limited under the terms of Leasing Agreements made between Lloyds Bowmaker Leasing Limited and the Company relating to the goods specified in the attached Schedule.

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

Lloyds Bowmaker Leasing Limited

Finance House, Christchurch Road,

Bournemouth

Postcode

BH1 3LG

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

F.D. Hallatt, Esq.,

Solicitor,

Lloyds Bowmaker Limited,

Finance House,

Christchurch Road,

Bournemouth. BH1 3LG.

For official use

Mortgage section

REGISTERED

2 MAR 1988

Post room

2 MAR 1988

Time critical reference

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Short particulars of all the property mortgaged or charged

- (1) Sub-let Agreements and the full benefit and advantage thereof made between the Company and its customers and specified in the attached Schedule relating to the goods briefly described in the said Schedule.
- (2) All monies payable under the said Sub-let Agreements.
- (3) The benefit of all guarantees, indemnities and other securities taken by the Company in connection with the said Sub-let Agreements.
- (4) The benefit of all insurances effected in respect of the said goods pursuant to the terms of the said Sub-let Agreements.

Please do not  
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Please complete  
legibly, preferably  
in black type or  
bold block  
lettering

Particulars as to commission allowance or discount (note 3)

Signed

*AS Hallan*

Solicitor

Date

1st March, 1988.

On behalf of ~~company/mortgagee~~ chargee]\*

\*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 situated 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.

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The Solicitors' Law Stationery Society plc, Oyez House, 27 Crimscoth Street, London: SE1 5TS

1985 Edition  
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Companies M395

THE SCHEDULE before referred to  
Details of the Goods and the Sublet Agreement(s)

Description of Goods	Date of Sublet Agreement	Company's Ref No of Sublet Agreement	Term and Commence-ment Date	Monthly/ <del>Quarterly</del> Rental	Sub-hirer
7 AMEISE JUNIOR ELECTRIC PEDESTRIAN CONTROLLED PALLET TRUCKS EJE 204 32-100-68. 1 BATTERY.	2 AUG. 87 1987		5 YEARS 28.8.87	£12703.90	MCGREGOR CORP. DIST. WELDON IND. ESTATE HUNTERS ROAD GOSBY, NORTHANTS
3 AMEISE JUNIOR ELECTRIC PEDESTRIAN CONTROLLED PALLET TRUCKS EJE 204 32-100-68. 2 BATTERIES.	"		"	"	"
BATTERY CHARGING EQUIPMENT EREA KHS 204	"		"	"	"
3 AMEISE JUNIOR ELECTRIC ORDER PICKERS EREA KHS 204 16-235-52. 1 BATTERY	"		"	"	"
30 AMEISE JUNIOR ELECTRIC ORDER PICKERS EREA KHS 204 16-235-52. 1 BATTERY	"		"	"	"
8 AMEISE RETRAK ELECTRIC REACH FORK LIFT TRUCKS ETHA 164 100-620 D2 1 BATTERY	"		"	"	"
3 AMEISE RETRAK ELECTRIC REACH FORK LIFT TRUCKS ETHA 164 100-620 D2 2 BATTERIES	"		"	"	"
1 GAS TRUCK ALPACAD PD4					
15 AMEISE JUNIOR ELECTRIC PEDESTRIAN CONTROLLED PALLET TRUCKS EJE 204 32-100-68. 1 BATTERY	27.4.87		5 YEARS 28.8.87	£5950.35	WINCANTON CHILLED PAST FIRST AVENUE DENBIGH WEST IND. ESTATE BETCHLEY MILTON KEYNES
4 AMEISE JUNIOR ELECTRIC PEDESTRIAN CONTROLLED PALLET TRUCKS EJE 204 32-100-68. 2 BATTERIES	"		"	"	"
4 AMEISE JUNIOR ELECTRIC PEDESTRIAN CONTROLLED PALLET TRUCKS WITH OPERATORS STAND ON PLATFORM EREA 204 32-100-68	"		"	"	"



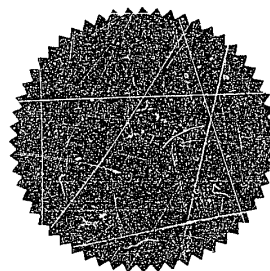
THE SCHEDULE (Continued)

Description of Goods	Date of Sublet Agreement	Company's Ref No of Sublet Agreement	Term and Commence-ment Date	Monthly/ Quarterly Rental	Sub-hirer
BATTERY CHARGING JIB					WINLANTON CHILLED DST
3 AMEISE RETRAK ELECTRIC 48V					FIRST AVENUE,
MISE REACH FORK LIFT TRUCKS	"		"		DENBIGH WEST IND ESTATE
ETVA 16G 100-3402T					BLETCHLEY
AUTOAL TROLLEY					MILTON KEYNES
2 AMEISE ELECTRIC HIGH RACK	11. 2. 87		28. 8. 87	£3293.33	CHET DISTRIBUTION LTD
STACKER TRUCKS SWIVEL FORKS			5-7-87		CHARLTON MEAD LANE
ETX 150SX 95-87007					HODDSDON
2 CHLORIDE TRACTION BATTERIES					HEETS
TYPE 40 XWFF 9A 440AH			"		"
2 LEGG SPEGEL 8HR AUTOMATIC					"
BATTERY CHARGERS TYPE SIP40/80			"		"
1 AMEISE ELECTRIC HIGH RACK					"
STACKER / ORDER PICKER. RISING CAB					"
SWIVEL FORKS ETX KOMBI II					"
1200SX 95-7507					"
1 CHLORIDE TRACTION BATTERY					"
TYPE 40 XWFF 9B 560 AH.					"
1 LEGG SPEGEL 8HR AUTOMATIC					"
BATTERY CHARGER TYPE SIP					"
40/105					"

THE COMMON SEAL OF  
JUNGHEINRICH (G.B.) LIMITED  
was hereunto affixed  
in the presence of:-

Director

Secretary



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**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 29th February 1988  
and created by JUNGHEINRICH (G.B.) LIMITED for securing all moneys due or  
to become due from the Company to Lloyds Bowmaker Leasing Limited under  
the terms of the Leasing Agreements (as defined)

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 2nd March 1988

Given under my hand at the Companies Registration Office,  
Cardiff the 17 MAR 1988

No. 757192

*E Church*  
E. CHURCH

an authorised officer

Certificate and instrument received by

.....

.....

Date 17/3 .....

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