

# M

COMPANIES FORM No. 395

# 395

CHWP000

Please do not  
write in  
this marginPlease complete  
legibly, preferably  
in black type, or  
bold block lettering\* insert full name  
of Company

## Particulars of a mortgage or charge

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

33641712<sup>13</sup>To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

2

05836857

Name of company

\* JUNGHEINRICH FINANCIAL SERVICES LIMITED  
(the "Company")

Date of creation of the charge

2 JANUARY 2008

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

ASSIGNMENT AGREEMENT between the Company,  
Jungheinrich Lift Truck Finance Limited and the Bank.

Amount secured by the mortgage or charge

The Secured Obligations (as defined in  
Rider 1)

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

HSH NORDBANK AG, Martensdamm 6, 24103 Kiel,  
Germany

Postcode

Presenter's name address and  
reference (if any)HSH Nordbank  
London Branch  
Moorgate Hall  
155 Moorgate, London EC2M 6UJ

Time critical reference

For official Use (02  
Mortgage Section)

TUESDAY

\*AP5CFWKB\*  
A48 22/01/2008 239  
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

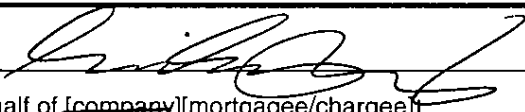
The Collateral (as defined in Rider 2)

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legibly, preferably  
in black type, or  
bold block lettering

Particulars as to commission allowance or discount (note 3)

Signed



Date 21/1/08

On behalf of [company] [mortgagee/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 are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

## RIDER 1

**"Secured Obligations"** means all of the obligations owing to the Bank by Jungheinrich Lift Truck Finance Limited under or pursuant to the Forfeiting Agreement, whether present or future, actual or contingent

**"Forfeiting Agreement"** means the Framework Agreement (*Rahmenvertrag über den Ankauf von Forderungen*) (the **"Framework Agreement"**) dated 18<sup>th</sup> December 2007 between Jungheinrich Lift Truck Finance Limited and the Bank, together with all Receivables Purchase Agreements

**"Receivables Purchase Agreements"** means those receivables purchase agreements (*Einzelforderungskaufverträge*) referred to in the Framework Agreement, whereby the Bank purchases and Jungheinrich Lift Truck Finance Limited sells certain receivables arising under the Lease Agreement

**"Lease Agreement"** means any lease agreement entered into between Jungheinrich Lift Truck Finance Limited and Jungheinrich Financial Services Limited, substantially in the form set out in Anlage 2 to the Forfeiting Agreement

## RIDER 2

**"Collateral"** means (i) the Relevant Sub-Lease Agreement Property, (ii) the Relevant Repurchase Agreement Property and (iii) the Relevant Insurance Proceeds Property

**"Relevant Insurance Proceeds Property"** means all of the right, title and interest (present and future, actual and contingent) of Jungheinrich Financial Services Limited in and to the proceeds of any credit insurance purchased by the sub-lessee in relation to the relevant Sub-Lease Agreement

**"Relevant Repurchase Agreement Property"** means all of the right, title and interest (present and future, actual and contingent) of Jungheinrich Lift Truck Finance Limited in and to the repurchase of leased assets and the payment of any repurchase price under the Repurchase Agreement

**"Relevant Sub-Lease Agreement Property"** means all of the right, title and interest (present and future, actual and contingent) of Jungheinrich Financial Services Limited in and to the Sub-Lease Agreement including, without limitation, all of its right, title and interest in and to (i) all rent payable thereunder, (ii) all other amounts due under each Sub-Lease Agreement

**Repurchase Agreement** means the repurchase agreement between Jungheinrich Lift Truck Finance Limited and Jungheinrich UK Limited, further set out as Anlage 4 to the Forfeiting Agreement

**"Sub-Lease Agreement"** means any sub-lease agreement entered into between Jungheinrich Financial Services Limited and a sub-lessee, substantially in the form set out in Anlage 3 to the Forfeiting Agreement

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05836857

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT AGREEMENT DATED THE 2nd JANUARY 2008 AND CREATED BY JUNGHEINRICH FINANCIAL SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM JUNGHEINRICH LIFT TRUCK FINANCE LIMITED TO HSH NORDBANK 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 22nd JANUARY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th JANUARY 2008

*Handwritten signature*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES