

# MG01

## Particulars of a mortgage or charge

050978/13



**A fee is payable with this form.**  
We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

**What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

**What this form is NOT for**  
You cannot use this form to regi  
particulars of a charge for a Sco  
company To do this, please use  
form MG01s

THURSDAY



\*A15QIVGJ\*  
A29 29/03/2012 #97  
COMPANIES HOUSE

### 1 Company details For official use

Company number

Company name in full

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

### 2 Date of creation of charge

Date of creation

### 3 Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

### 4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

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

# MG01

## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name Landesbank Baden-Wurtemberg

Address Am Hauptbahnhof 2

Stuttgart Germany

Postcode 7 0 1 7 3

Name

Address

Postcode

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars Please see attached continuation pages

# MG01

## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

### 9 Signature

Please sign the form here

Signature

Signature

X Baker & White LLP X

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

# MG01

## Particulars of a mortgage or charge

### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Vincent Keaveny**

Company name  
**Baker & McKenzie LLP**

Address **100 New Bridge Street**

Post town **London**

County/Region

Postcode 

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Country **England**

DX **233 Chancery Lane**

Telephone **+ 44 20 7919 1000**

### 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 the original deed with this form
- You have entered the date the charge was created
- You have supplied the description of the instrument
- You have given details of the amount secured by the mortgagee or chargee
- You have given details of the mortgagee(s) or person(s) entitled to the charge
- You have entered the short particulars of all the property mortgaged or charged
- You have signed the form
- You have enclosed the correct fee

### 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.**

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)**

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Particulars of a mortgage or charge

**6** Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Company Name:** Jungheinrich Financial Services Limited **Company no.:** 5836857

## SECURITY

By Clause 3 1 of the Deed of Charge, the Sub Lessor charged, as beneficial owner with full title guarantee, to the Trustee, for itself and as trustee for the Secured Party, and as continuing security for the payment, performance and discharge of the Secured Liabilities by way of the first fixed charge all of the Sub Lessor's right, title, interest and benefit, present and future, in and to all book and other debts and moneys now or in future payable to the Sub Lessor pursuant to the Relevant Sub Lease Agreement, excluding for the avoidance of doubt, any claims for the performance of maintenance services (the "**Secured Sub Lease Receivables**"), together with

- a) the full benefit of all rights and remedies relating to any of the foregoing (including all claims for damages and other remedies for non-payment, rights of tracing and other rights and remedies of any kind),
- b) all proceeds of the foregoing, and
- c) the benefit of all covenants relating thereto and all rights and remedies for enforcing the same

By Clause 3 2 of the Deed of Charge, to the extent not validly and effectively charged by way of first fixed charge pursuant to Clause 3 1 of the Deed of Charge, the Sub Lessor assigned and agreed to assign absolutely with full title guarantee to the Trustee (for its own account and as Trustee for the Secured Party) (to the fullest extent assignable or capable of assignment without first infringing any contractual provision restricting the same, unless any applicable consent or waiver to any such assignment has been granted), as continuing security for the payment or discharge of the Secured Liabilities, the benefit of all of its right, title and interest from time to time, present and future to, in and under the Secured Sub Lease Receivables

By Clause 3 3 of the Deed of Charge, the Sub Lessor, by way of security for the payment of the Secured Liabilities, charged to the Trustee by way of first floating charge any Secured Assets, present and future, other than any assets from time to time or for the time being by Clauses 3.1 and 3 2 of the Deed of Charge effectively charged by way of fixed charge or otherwise effectively charged or assigned as fixed security

## DEFINITIONS

In this form MG01 and its continuation pages, the following terms shall have the following meanings

**"Account Bank"** means Landesbank Baden-Wurttemberg, a bank having its registered office at Am Hauptbahnhof 2, 70173 Stuttgart, Germany

**"Accounts Administrator"** means Landesbank Baden-Wurttemberg

**"Accounts Administration Agreement"** means an agreement dated as of the Closing Date between, *inter alia*, the Jungheinrich Note Purchaser, the Monitor, the Accounts Administrator, the Account Bank, the Subordinated Lender, the Note Purchasers and the Schuldschein Lenders

# MG01 - continuation page

Particulars of a mortgage or charge

**6** Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Company Name:** Jungheinrich Financial Services Limited **Company no.:** 5836857

**"Closing Date"** means 19 March 2012

**"Common Terms"** means the provisions set out in Schedule 2 of the Incorporated Terms Memorandum

**"Compartment 3"** means the compartment of Elbe River Capital S A designated for the funding and consummation of the Note Issuance Facility Agreement entered into, inter alia, between the Jungheinrich Note Purchaser and the Jungheinrich Note Issuer, dated as of the Closing Date

**"Corporate Services Agreement"** means the corporate services agreement dated 4 November 2010 entered into between the Jungheinrich Note Purchaser and the Corporate Services Provider

**"Corporate Services Provider"** means Structured Finance Management (Luxembourg) SA, 9B, Boulevard Prince Henri, L-1724 Luxembourg, registered at the Luxembourg Trade Register under section B number 95021, with its license number 08/07

**"Data Trust Agreement"** means the data trust agreement entered into between the Data Trustee and the Jungheinrich Note Purchaser dated as of the Closing Date

**"Data Trustee"** means Landesbank Baden-Wuerttemberg

**"Deeds of Charge"** means, collectively, the Finance Deed of Charge and the Financial Services Deed of Charge

**"Deed of Guarantee"** means the deed of guarantee entered into by the Sub Lessor and the Trustee dated as of the Closing Date.

**"Elbe River Capital S.A."** means, a public company (société anonyme) incorporated with limited liability under the laws of Luxembourg and registered at the Luxembourg Trade Register under registration number B156265 and having its registered office at 9B, Boulevard Prince Henri, L-1724 Luxembourg, acting on behalf and for the account of its Compartment 3

**"Finance Deed of Charge"** means the Deed of Charge entered into by the Jungheinrich Note Issuer and the Trustee dated as of the Closing Date

**"Financial Services Deed of Charge"** means the Deed of Charge entered into by the Sub Lessor and the Trustee dated as of the Closing Date

**"Head Lease Agreement"** means each lease agreement pursuant to which the Jungheinrich Note Issuer leases a Leased Vehicle to the Sub Lessor and which is generated in connection with entering into a Sub Lease Agreement based on framework agreements between the Jungheinrich Note Issuer and the Sub Lessor materially in the form of Schedule 8 of the Note Issuance Facility Agreement

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Company Name:** Jungheinrich Financial Services Limited **Company no.:** 5836857

**"Incorporated Terms Memorandum"** means the Incorporated Terms Memorandum between the Jungheinrich Note Issuer, the Jungheinrich Note Purchaser, the Note Issuer, the Schuldschein Borrower, the Monitor, the Trustee, the Account Bank, the Data Trustee, the Accounts Administrator, the Parent, the Subordinated Lender, the Corporate Services Provider, the Note Purchaser and the Sub Lessor dated as of the Closing Date

**"Jungheinrich Financial Services Guarantee"** means the Deed of Guarantee entered into by the Sub Lessor and the Trustee dated as of the Closing Date

**"Jungheinrich Note Issuer"** means Jungheinrich Lift Truck Finance Limited, a company incorporated under the law of England and Wales with company number 5836807 and having its registered office at Sherbourne House, Sherbourne Drive, Tilbrook, Milton Keynes, Buckinghamshire, MK7 8HX

**"Jungheinrich Note Purchaser"** means Elbe River Capital S A , acting on behalf and for the account of its Compartment 3

**"Lease Agreement"** means each Head Lease Agreement and Sub Lease Agreement, respectively

**"Leased Vehicle"** means any forklift including component parts leased under a Lease Agreement

**"Lessee"** means any lessee under a Sub Lease Agreement

**"Luxembourg Transaction Document"** means the Corporate Services Agreement which is governed by, and shall be construed in accordance with, the laws of Luxembourg

**"Monitor"** means Gallinat-Service GmbH, a limited liability corporation incorporated under the laws of Germany and having its registered office at Ifflandstraße 4, 22087 Hamburg

**"Monitoring Agreement"** means the monitoring agreement entered into between the Jungheinrich Note Purchaser and the Monitor dated as of the Closing Date

**"New Note Purchaser's Accession Agreement"** means any accession agreement substantially in the form as set out in Schedule 16 to the Incorporated Terms Memorandum in respect of a note purchaser entered into on or about the date of the Incorporated Terms Memorandum or subsequently in accordance with the provisions in Part 4 of the Common Terms in the Incorporated Terms Memorandum

**"New Schuldschein Lender's Accession Agreement"** means any accession agreement substantially in the form as set out in Schedule 18 to the Incorporated Terms Memorandum in respect of a Schuldschein Lender entered into from time to time in accordance with the provisions in Part 6 of the Common Terms in the Incorporated Terms Memorandum

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Company Name:** Jungheinrich Financial Services Limited **Company no.:** 5836857

**"Note Issuance Facility Agreement"** means the Note Issuance Facility Agreement between the Jungheinrich Note Purchaser and the Jungheinrich Note Issuer dated as of the Closing Date

**"Note Issuer"** means Elbe River Capital S A , acting on behalf and for the account of its Compartment 3 as stated in the Relevant Transaction Document

**"Note Purchasers"** means any note purchaser as set out in the relevant Note Purchase Agreement and the New Note Purchaser's Accession Agreement (including Weinberg Capital Limited as Note Purchaser under the Weinberg Capital Note Purchase Agreement)

**"Note Purchase Agreement"** means any note purchase agreements dated on or about the Closing Date or subsequently and entered into between, inter alia, the Note Issuer and the relevant Note Purchasers (including the Weinberg Capital Note Purchase Agreement)

**"Notes"** means the notes issued by the Note Issuer from time to time under any of the Note Purchase Agreements with respect to the Transaction

**"Parent"** means Jungheinrich AG, a joint stock corporation incorporated under the laws of Germany and registered in the commercial registry of the Local Court of Hamburg under registration number HRB 44885 and having its office at Am Stadtrand 35, 22047 Hamburg, Germany

**"Person"** means an individual, partnership, corporation (including a business trust), unincorporated association, trust, joint stock company, limited liability company, joint venture or other entity, or a government or political subdivision, agency or instrumentality thereof.

**"Relevant Sub Lease Agreement"** means any existing or new receivables that arise under the Sub Lease Agreements related to the Secured Leased Vehicles

**"Relevant Transaction Document"** means in respect of a Transaction Party each Transaction Document and Luxembourg Transaction Document such Transaction Party is to enter into or has entered into

**"Schuldschein Borrower"** means the Jungheinrich Note Purchaser

**"Schuldscheine"** means the Schuldscheine issued by the Jungheinrich Note Purchaser from time to time with respect to the Transaction evidencing loan agreements under which the Jungheinrich Note Purchaser borrows monies from the respective Schuldschein Lender

**"Schuldschein Lenders"** means the lenders as set out in the relevant Schuldschein Loan Agreement and any New Schuldschein Lender's Accession Agreement

**"Schuldschein Loan Agreement"** means any Schuldschein loan agreements dated on or about the Closing Date or subsequently and entered into between, inter alia, the Jungheinrich Note Purchaser and the relevant Schuldschein Lender

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Company Name:** Jungheinrich Financial Services Limited **Company no.:** 5836857

**"Secured Assets"** means the property, assets, rights and undertakings for the time being comprised in or subject to the security contained in or granted pursuant to Clauses 3.1 and 3.2 of the Deed of Charge and the floating charge created under Clause 3.3 of the Deed of Charge and references to the Secured Assets shall include references to any part of it

**"Secured Leased Vehicles"** means each Leased Vehicle charged by the Jungheinrich Note Issuer to the Trustee under the Deed of Charge

**"Secured Obligations"** has the meaning assigned to it in Clause 3.1 of the Trust Agreement, and are limited to the assets allocated to Compartment 3

**"Secured Party"** means, in relation to the Transaction, the Note Purchasers and the Schuldschein Lenders existing and acceding to the Incorporated Terms Memorandum and the other Relevant Transaction Documents (or any security agent or other third party to which the Note Purchasers and the Schuldschein Lenders have transferred their rights and claims), the Trustee, the Jungheinrich Note Issuer, the Subordinated Lender, the Account Bank, the Monitor, the Accounts Administrator and the Data Trustee and any other Person acceding as party or beneficiary to the Transaction Security Documents.

**"Sub Lease Agreement"** means each lease agreement pursuant to which the Sub Lessor leases Leased Vehicles to a Lessee

**"Sub Lessor"** means Jungheinrich Financial Services Limited, a company incorporated in England and Wales with company number 05836857, whose registered address is Sherbourne House, Sherbourne Drive Tilbrook, Milton Keynes, Buckinghamshire, MK7 8HX

**"Subordinated Lender"** means Jungheinrich UK Holdings Limited, a company incorporated under the law of England and Wales with company number 04294074 and having its registered office at Sherbourne House, Sherbourne Drive, Tilbrook, Milton Keynes, Buckinghamshire, MK7 8HX, United Kingdom

**"Subordinated Loan Agreement"** means the subordinated loan agreement between the Subordinated Lender and the Jungheinrich Note Purchaser dated on or about the Closing Date

**"Transaction"** means the transaction constituted by the Transaction Documents and all agreements and documents executed in connection therewith and the performance thereof and all other acts, undertakings and activities connected with any of the foregoing

**"Transaction Document"** means the Incorporated Terms Memorandum, the Transaction Security Documents, the Notes, the Note Purchase Agreements, the Schuldscheine, the Schuldschein Loan Agreements, the Accounts Administration Agreement, the Monitoring Agreement, the Note Issuance Facility Agreement, the Data Trust Agreement, the Deeds of Charge, the Jungheinrich Financial Services Guarantee and the Subordinated Loan Agreement

**MG01 - continuation page**  
Particulars of a mortgage or charge

**6** **Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

**Company Name:** Jungheinrich Financial Services Limited **Company no.:** 5836857

**"Transaction Party"** means any Person who is a party to a Transaction Document

**"Transaction Security Documents"** means the Trust Agreement and any other security document pursuant to which collateral is provided to the Trustee to secure the Secured Obligations

**"Trust Agreement"** means the trust agreement entered into between, *inter alios*, the Jungheinrich Note Purchaser and the Trustee dated as of the Closing Date

**"Trustee"** means Landesbank Baden-Wurttemberg

**"Weinberg Capital Limited"** means a limited liability company incorporated under the laws of Ireland and having its registered office at 53 Merrion Square, Dublin 2, Ireland

**"Weinberg Capital Note Purchase Agreement"** means the note purchase agreement dated on or around the Closing Date and entered into between, *inter alios*, Weinberg Capital Limited as note purchaser and the Note Issuer

**6** Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Company Name:** Jungheinrich Financial Services Limited **Company no.:** 5836857

**CRYSTALLISATION BY NOTICE**

By Clause 4 1 of the Deed of Charge, the Trustee may at any time by notice in writing to the Sub Lessor convert the floating charge created by or pursuant to Clause 3 3 into a fixed charge as regards all or any part of the Secured Assets specified in the notice if (i) a Termination Event has occurred, (ii) the Trustee reasonably considers that the relevant Secured Assets are in jeopardy or in danger of being seized or sold pursuant to any form of legal process, or (iii) the Trustee reasonably considers that it is necessary to do so in order to protect or preserve the security created by or pursuant to the Deed of Charge over the relevant Secured Assets and/or its priority

**AUTOMATIC CRYSTALLISATION**

By Clause 4 2 of the Deed of Charge

(a) If

- (i) the Sub Lessor takes any step to create any Encumbrance over any of the Secured Assets not subject to a fixed charge or takes any step to dispose of or deal with any such Secured Assets otherwise than by way of a Permitted Disposal or otherwise in accordance with the terms of the Deed of Charge, or
- (ii) any person takes any step to levy any expropriation, attachment, sequestration, distress, execution or other legal process against any such Secured Assets,

the floating charge created by or pursuant to Clause 3 3 shall automatically (without notice) and with immediate effect be converted into a fixed charge over such Secured Assets

(b) If

- (i) a resolution is passed or an order is made for the winding-up, dissolution or re-organisation of the Sub Lessor,
- (ii) any administrator is appointed in respect of the Sub Lessor or an order is made for the administration of the Sub Lessor, or
- (iii) any meeting of the directors of the Sub Lessor is convened for the purpose of considering any resolution for the administration of, or the appointment of an administrator in respect of, the Sub Lessor,

or any analogous procedure or step is taken in any jurisdiction, then, without prejudice to any law which may have a similar effect, the floating charge created by or pursuant to Clause 3 3 shall automatically (without notice) and with immediate effect be converted into a fixed charge over all of the Secured Assets

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**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

**Company Name:** Jungheinrich Financial Services Limited **Company no.:** 5836857

**NEGATIVE PLEDGE**

By Clause 5.2 of the Deed of Charge, the Sub Lessor covenants that it will not without the prior written consent of the Trustee (save as contemplated by any of the Transaction Documents)

- (a) create or attempt to create or permit to subsist in favour of any person other than the Trustee any Encumbrance (except any Encumbrance arising by operation of law in the ordinary course of trading over property other than land) on or affecting the Secured Assets or any part thereof, or
- (b) dispose of the Secured Assets or any part thereof or attempt or agree so to do except pursuant to a Permitted Disposal

**FURTHER ASSURANCE**

By Clause 7 of the Deed of Charge, the Sub Lessor shall if and when at any time required by the Trustee execute such further Encumbrances and assurances in favour or for the benefit of the Trustee as trustee for the Secured Party and do all such acts and things as the Trustee shall from time to time require over or in relation to all or any of the Secured Assets to secure the Secured Liabilities or to perfect or protect the Trustee's security over the Secured Assets or any part thereof or to facilitate the realisation of the same. For the avoidance of doubt, this clause shall only relate to the Secured Assets intended to be secured pursuant to the Deed of Charge but shall not extend to other assets not contemplated by the Deed of Charge

**ADDITIONAL DEFINITIONS**

**"Business Day"** means a day (other than a Saturday, a Sunday or any public holiday) on which banks and foreign exchange markets are open for business in Paris, London, Luxembourg, Hamburg, Frankfurt am Main, Stuttgart and Dublin and which is a TARGET2 Settlement Day in relation to the payment of a sum denominated in Euros and GBP

**"Buy Back Agreement"** means any agreement between the Jungheinrich Note Issuer and the Buy Back Debtor pursuant to which the Jungheinrich Note Issuer sells the Leased Vehicle to the Buy Back Debtor after the end of the Head Lease Agreement against payment of the Buy Back Price subject to the condition precedent of notice by the Jungheinrich Note Issuer and which is generated in connection with entering into a Sub Lease Agreement based on framework agreements between the Jungheinrich Note Issuer and the Buy Back Debtor materially in the form of Schedule 8 of the Note Issuance Facility Agreement

**"Buy Back Debtor"** means Jungheinrich UK Limited, a company incorporated in England and Wales with company number 00757192, whose registered address is Sherbourne House, Sherbourne Drive Tilbrook, Milton Keynes, Buckinghamshire, MK7 8HX

**"Buy Back Price"** means the purchase price payable by the Buy Back Debtor to the Jungheinrich Note Issuer upon sale of a Leased Vehicle under a Buy Back Agreement

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**Company Name:** Jungheinrich Financial Services Limited **Company no.:** 5836857

**"Buy Back Receivables"** means each payment claim of the Jungheinrich Note Issuer against the Buy Back Debtor under any Buy Back Agreement

**"Clean-Up Call Option"** means the Jungheinrich Note Issuer's right to exercise a cleanup call more specifically described in Part 1, Clause 28 (*Clean-Up Call*) of the Common Terms

**"Clean-Up Call Settlement Date"** has the meaning ascribed to such term in Part 1, Clause 28 (*Clean-Up Call*) of the Common Terms

**"Collateral"** means any collateral granted by the Jungheinrich Note Issuer or the Sub Lessor to the Jungheinrich Note Purchaser under the Note Issuance Facility Agreement and the Deeds of Charges

**"Collections"** means any amounts, proceeds or financial benefits, received on or in connection with the Secured Receivables and Collateral, in fulfilment of the financial obligations of the Sub Lessor or the Buy Back Debtor. The Collections shall include, inter alia

- (a) all collections of the Lease Instalments under the Outstanding Receivables that have been paid by the Sub Lessor during the relevant Reporting Period,
- (b) the purchase price payment for buying back Secured Leased Vehicles by the Buy Back Debtor during the relevant Reporting Period,
- (c) the Deemed Collections, if any, paid in the relevant Reporting Period, and
- (d) the recovery proceeds received by means of realisation of the Leased Vehicles or other related security in accordance with the Credit and Collection Policy during the relevant Reporting Period

**"Compartment"** means a compartment of Elbe River Capital S A within the meaning of the Luxembourg Securitisation Law set up by a resolution of its board of directors in accordance with its articles of association

**"Credit and Collection Policy"** means the body of binding working instructions created by the Sub Lessor to standardise its credit and collection management as consistently applied by the Sub Lessor from time to time as set out in Schedule 3 to the Note Issuance Facility Agreement

**"Data Retransfer Date"** means any day designated as such in Appendix 8 of the Incorporated Terms Memorandum (as updated for each subsequent calendar year by agreement between the Jungheinrich Note Issuer and the Jungheinrich Note Purchaser)

**"Debtor"** means the Sub Lessor and the Buy Back Debtor

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Short particulars of all the property mortgaged or charged

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Short particulars

**Company Name:** Jungheinrich Financial Services Limited **Company no.:** 5836857

**"Deemed Collection"** means the deemed Collection in respect of Secured Receivables which the Jungheinrich Note Issuer shall pay to the Jungheinrich Note Purchaser in accordance with the Note Issuance Facility Order of Payment on the Business Day (or, if such day is not a Business Day, the next following Business Day) on which

- (a) any Jungheinrich Note Issuer Receivables Representation and Warranty proves to be incorrect in respect of such Secured Receivable as of the Data Retransfer Date unless such non-compliance is fully remedied by the Jungheinrich Note Issuer to the satisfaction of the Jungheinrich Note Purchaser, or
- (b) a Secured Receivable becomes a Disputed Receivable, or
- (c) a Secured Receivable remains unpaid solely as a result of the Jungheinrich Note Issuer's breach of its servicing covenants or the Sub Lessor's non-compliance with the Credit and Collection Policy, or
- (d) the Clean-Up Call Option is rightfully exercised as of the Clean-Up Call Settlement Date, or
- (e) a Secured Receivable is reduced or affected due to any termination, modification or amendment to the Relevant Head Lease Agreement or, as the case may be, the relevant Buy Back Agreement (including a modification or termination as a consequence of a modification or termination of the relating Sub Lease Agreement, for the avoidance of doubt, even if such modification or termination is permissible under the Credit and Collection Policy), or
- (f) an Insurance Event occurs with respect to the relevant Leased Vehicle,

in each case provided that for the avoidance of doubt, no Deemed Collection shall be payable in respect of Eligible Receivables if the Sub Lessor or the Buy Back Debtor, respectively, fails to make due payments solely as a result of its insolvency

**"Defaulted Receivable"** means a Receivable remaining unpaid after the expiration of 120 calendar days after its maturity date or once the Debtor has become Insolvent, whichever the earlier

**"Determination Date"** means any day designated as such in Appendix 8 of the Incorporated Terms Memorandum (as updated for each subsequent calendar year by agreement between the Jungheinrich Note Issuer and the Jungheinrich Note Purchaser)

**"Disputed Receivable"** means any Receivable in respect of which payment is disputed (in whole or in part, with or without justification) by the Sub Lessor or the Buy Back Debtor owing such Receivable, whether by reason of any matter concerning the performance under the agreement in respect of which the original invoice was issued or by reason of any other matter whatsoever or in respect of which a set-off or counterclaim is being claimed by the Sub Lessor or the Buy Back Debtor, respectively

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="316 347 1045 385">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="316 448 1324 486"><b>Company Name:</b> Jungheinrich Financial Services Limited <b>Company no.:</b> 5836857</p> <p data-bbox="316 515 1516 582"><b>"Eligibility Criteria"</b> means the criteria set forth in Schedule 2 of the Note Issuance Facility Agreement</p> <p data-bbox="316 611 1516 678"><b>"Eligible Receivable"</b> means any Receivable satisfying the Eligibility Criteria as of the relevant Data Retransfer Date</p> <p data-bbox="316 707 1516 813"><b>"Encumbrance"</b> means any mortgage, charge, pledge, lien, hypothecation, assignment by way of security or other security interest of any kind, but does not include liens arising in the ordinary course of trading by operation of law</p> <p data-bbox="316 842 1452 880"><b>"Head Lease Receivable"</b> means each lease receivable arising under a Head Lease Agreement</p> <p data-bbox="316 909 1500 947"><b>"Insolvency Event"</b> or <b>"Insolvent"</b> means, with respect to any Person each of the following events</p> <ul data-bbox="507 976 1516 1881" style="list-style-type: none"><li data-bbox="507 976 1516 1133">(i) the official appointment of an insolvency administrator, custodian, trustee (other than the Trustee for the purposes of the Transaction Security Documents), liquidator or similar official for such Person or a substantial portion of its property or any application for, seeking of, consents to, or acquiescence in, such appointment,</li><li data-bbox="507 1171 1516 1357">(ii) the initiation of any case, action or proceedings before any court or governmental authority against such Person under any applicable liquidation, insolvency, composition, bankruptcy, receivership, dissolution, reorganisation, winding-up, relief of debtors or other similar laws excluding such proceedings which have apparently been initiated for abusive purposes,</li><li data-bbox="507 1395 1516 1529">(iii) the levy, attachment or enforcement of a distress or execution against the whole or any substantial portion of the undertaking or assets of such Person, unless such possession or process is discharged or otherwise ceases to apply within ten (10) days,</li><li data-bbox="507 1559 1516 1626">(iv) an initiation of any case, action or proceedings or a resolution has been made for the winding-up or liquidation of the respective Person,</li><li data-bbox="507 1655 1516 1789">(v) such Person is unable to pay its debts when due within the meaning of any liquidation, insolvency, composition, reorganisation or other similar laws in the jurisdiction of its incorporation or establishment (with respect to German law within the meaning of Section 17 German Insolvency Code),</li><li data-bbox="507 1818 1516 1886">(vi) such person is presumably unable to pay its debts as they become due within the meaning of Section 18 German Insolvency Code, or</li></ul>	

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Company Name:** Jungheinrich Financial Services Limited **Company no.:** 5836857

- (vii) such Person is overindebted within the meaning of any liquidation, insolvency, composition, reorganisation or other similar laws in the jurisdiction of its incorporation or establishment (with respect to German law within the meaning of Section 19 German Insolvency Code, i.e. its assets are insufficient to cover its liabilities

In case of the Jungheinrich Note Purchaser, an Insolvency Event shall also have occurred if any of the above events has occurred with respect to any of its Compartments

**"Insurance Event"** means any event under which an external insurance provider, if any, is obliged to make insurance payments to the Jungheinrich Note Issuer with respect to a Leased Vehicle

**"Jungheinrich Note Issuer Receivables Representations and Warranties"** means the representations and warranties of the Jungheinrich Note Issuer set out as items 5, 7 and 8 in Schedule 11 of the Incorporated Terms Memorandum

**"Lease Instalment"** means any lease instalment due and payable by the Lessee in the future, but excluding any portion relating to VAT, relating to residual values or relating to the provision of services, under a Sub Lease Agreement

**"Lease Receivable"** means the right to receive the sum of the outstanding Lease Instalments arising from the relevant Sub Lease Agreement (excluding any portion relating to VAT, relating to residual values or relating to the provision of services)

**"Luxembourg Securitisation Law"** means the Luxembourg law of 22 March 2004 on securitisation, as amended

**"Note Issuance Facility Order of Payment"** means the order set out in Schedule 7 of the Note Issuance Facility Agreement

**"Outstanding Receivables"** means a Secured Receivable that is neither a Defaulted Receivable, nor a Secured Receivable being fully repaid

**"Permitted Disposal"** means

- (i) a disposal of a Leased Vehicle that is either
- 1) a disposal to the Buy-Back Debtor pursuant to the Buy-Back Agreement provided that the proceeds of such disposal are treated as Collections and applied in the same manner as other Collections,
  - 2) a disposal to a third party following the termination of a Sub Lease Agreement provided that the proceeds of such disposal are treated as Collections and applied in the same manner as other Collections, or

**6** Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Company Name:** Jungheinrich Financial Services Limited **Company no.:** 5836857

- 3) a grant of a sub-lease of a Leased Vehicle to the Sub Lessor, or
- (ii) the termination of a Relevant Head Lease Agreement following the termination of a Sub Lease Agreement in accordance with the Credit and Collections Policies

**"Receivable"** means any payment obligation of the Sub Lessor or the Buy Back Debtor to the Jungheinrich Note Issuer under a Head Lease Agreement or a Buy Back Agreement

**"Relevant Head Lease Agreement"** means any existing or new receivables that arise under the Head Lease Agreements related to the Secured Leased Vehicles

**"Reporting Period"** means the period from the last Determination Date (exclusive) to the relevant Determination Date (inclusive) The first Reporting Period shall commence on the first Determination Date (as an exemption inclusive)

**"Secured Buy Back Receivable"** means each Buy Back Receivable charged by the Jungheinrich Note Issuer to the Jungheinrich Note Purchaser under the Finance Deed of Charge

**"Secured Head Lease Receivable"** means each Head Lease Receivable charged by the Jungheinrich Note Issuer to the Jungheinrich Note Purchaser under the Finance Deed of Charge

**"Secured Receivable"** means, collectively, the Secured Head Lease Receivables, the Secured Sub Lease Receivables and the Secured Buy Back Receivables

**"Secured Sub Lease Receivable"** means each Sub Lease Receivable charged by the Sub Lessor to the Jungheinrich Note Purchaser under the Financial Services Deed of Charge

**"Sub Lease Receivable"** means each Lease Receivable arising under a Sub Lease Agreement, however, excluding the servicing and maintenance share

**"TARGET2"** means the second generation of the Trans-European Automated Real-time Cross-Settlement Express Transfer System and was launched on 19 November 2007 by the European Central Bank

**"TARGET2 Settlement Day"** means a day on which the TARGET2 is operating

**"Termination Event"** means each of the Termination Events set out in Appendix 1 of the Incorporated Term Memorandum



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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

COMPANY NO. 5836857  
CHARGE NO. 18

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 19  
MARCH 2012 AND CREATED BY JUNGHEINRICH FINANCIAL  
SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO THE SECURED PARTY  
ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 29 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 APRIL 2012



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES