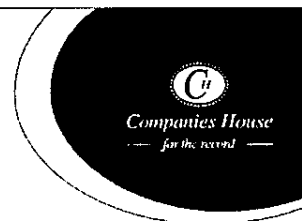


MG01

Particulars of a mortgage or charge



008874/65

A fee is payable with this form

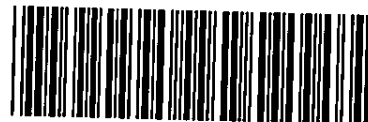
We will not accept this form unless you send the correct fee

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 register particulars of a charge for a company. To do this, please use form MG01s

SATURDAY



A28 *A18ULKSR* 12/06/2010 9
COMPANIES HOUSE

1 Company details		For official use 8 → Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company number	5 8 3 6 8 5 7	
Company name in full	Jungheinrich Financial Services Limited (Assignor)	
2 Date of creation of charge		
Date of creation	d 1 0 m 0 6 y 2 0 y 1 0	
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	A deed of charge granted by the Assignor in favour of SG (as defined below at section 5) (Deed of Charge)	
4 Amount secured		
Please give us details of the amount secured by the mortgage or charge		
Amount secured	All monies, debts and liabilities or obligations whatsoever which at the date of the Deed of Charge are or have been or at any time after the date of the Deed of Charge may be due or become due owing or incurred by the Assignor to SG under or in connection with the Guarantee and the Security Documents (whether alone or jointly, or jointly or severally, with any other Person, whether actually or contingently and whether as principal debtor, guarantor, surety or otherwise) (Liabilities)	
		Continuation page Please use a continuation page if you need to enter more details
		Continued

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Continued</p> <p>In this form the following terms shall have the following meanings</p> <p>END USER AGREEMENT means any and all contract hire, finance lease or other sub-hire agreements entered into from time to time by the Assignor as lessor with its customers on respect of the Equipment together with the schedules thereto and any other document entered into by the Assignor on connection therewith under which the Assignor acquires Rights</p> <p>EQUIPMENT means all plant, machinery, vehicles and/or equipment leased by SG to Jungheinrich Lift Truck Finance Limited (JH) under or pursuant to the Master Agreement and/or any Leases entered into by JH and SG, and includes all additions and supplements to and replacements of the same</p> <p>GUARANTEE means the Corporate Guarantee and Indemnity executed by the Assignor in favour of SG on or about the date of the Deed of Charge in the form approved by SG</p> <p>LEASE means any and all hire or hire purchase agreements entered into (whether before, at the same time as or following the execution of the Deed of Charge) from time to time by JH as lessee and SG as lessor in respect of the Equipment together with the schedules thereto and any other documents entered into or to be entered into (whether before, at the same time as or following the execution of the Deed of Charge) by JH in connection therewith under which JH acquires Rights</p> <p>PERSON means any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state (in each case whether or not having a separate legal personality)</p> <p>SECURITY DOCUMENTS means the Deed of Charge, the Guarantee, the Lease, the Sub-lease, the End User documents and all documents, agreements, guarantees, indemnities and other securities and assurances in respect of the same or the Equipment as from time to time amended or supplemented and any document which amends or supplements them</p> <p>SUB-LEASE means any and all sub-leases or sub-hire agreements entered into from time to time by the Assignor as lessee with JH as the lessor in respect of the Equipment together with the schedules thereto and any other document entered into by the Assignor in connection therewith under which the Assignor acquires Rights</p>	

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

Name	SG Equipment Finance Limited (SG)
Address	Parkshot House, 5 Kew Road
	Richmond, Surrey
Postcode	T W 9 2 P R
Name	
Address	
Postcode	

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

The Assignor with full title guarantee and as security for the payment and the discharge of the Liabilities charged to SG

(i) by way of first fixed legal charge, the Charged Property,

(ii) by way of first fixed equitable charge all Charged Property now belonging to it (except that charged by paragraph (i) above) and all Charged Property acquired by it after the date of the Deed of Charge, and

(iii) by way of floating charge, the Charged Property

The Assignor with full title guarantee and as security for the payment and discharge of all Liabilities, assigned and agreed to assign to SG all of the present and future right, title and interest of the Assignor in and to the Charged Property including (without limitation) all monies which at any time may be or become payable to the Assignor pursuant thereto and the net proceeds of any claims, awards and judgments which may at any time be receivable or received by the Assignor pursuant thereto

NEGATIVE PLEDGE

The Assignor undertakes, unless expressly permitted to do so in writing by SG, whether under the terms of the Lease or otherwise, not to purport to Dispose of or create Security over any right, title benefit or interest in or to the Charged Property, but for the avoidance of doubt that will not restrict any right of the Assignor to amend, vary, extend, release, determine or rescind any Sub-Lease or End User Agreement where it is permitted to do so in accordance with the terms of the Master Agreement

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

Continued

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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	<p>Continued</p> <p>In this form the following terms shall have the following meanings</p> <p>CHARGED PROPERTY means the property, assets and Rights from time to time subject or expressed to the subject to the Charges as specified in the Second Schedule to the Deed of Charge (and reproduced as a schedule to this form MG01)</p> <p>CHARGES means all of the Security created, or which may at any time be created, by or pursuant to the Deed of Charge</p> <p>DISPOSAL means any sale, transfer, assignment, lease, sub-lease, hire, sub-hire, licence, parting with possession, factoring, discounting or dealing in any such case to or in favour of any person other than SG, and DISPOSE shall in any case be construed accordingly</p> <p>MASTER AGREEMENT means the Master Agreement Sale-and-Hire-Purchase-Back of even date and entered into between JH, the Assignor and SG</p> <p>RIGHTS means rights, authorities, discretions, benefits, powers and remedies (in each case of any nature whatsoever)</p> <p>SECURITY includes any mortgage, pledge, lien, retention of title, hypothecation, security interest or other charge or encumbrance</p> <p style="text-align: right;">Continued</p>	

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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	Continued	
	Schedule Charged Property	
	All of the Assignor's present and future right, title benefit and interest, together with all Rights in connection with or arising out of such right, title, benefit and interest in and to	
	Manufacturer	Equipment Description Serial no Contract No
	Jungheinrich	EJC B14 90359220 1522008701
	Jungheinrich	ERE, 225, feste Plattform 90353664 1522008655
	Jungheinrich	ERE, 225, feste Plattform 90353667 1522008654
	Jungheinrich	ERE, 225, feste Plattform 90353666 1522008653
	Jungheinrich	ERE, 225, feste Plattform 90353665 1522008652
	Jungheinrich	ERE, 225, feste Plattform 90353670 1522008647
	Jungheinrich	ERE, 225, feste Plattform 90353669 1522008646
	Jungheinrich	ERE, 225, feste Plattform 90353668 1522008645
	Jungheinrich	EFG, 316k, SP - 550 Ah FN402623 1522008863
	Jungheinrich	EFG, 216k, - 550 Ah, SP FN401210 1522008643
	Jungheinrich	EFG, 216k, - 550 Ah, SP FN401643 1522008499
	Jungheinrich	EFG, 216k, - 550 Ah, SP FN401221 1522008498
	Jungheinrich	EFG, 216k, - 550 Ah, SP FN401208 1522008497
	Jungheinrich	EFG, 216k, - 550 Ah, SP FN401127 1522008496
	Jungheinrich	EFG, 216k, - 550 Ah, SP FN401126 1522008495
	Jungheinrich	EFG, 216k, - 550 Ah, SP FN401125 1522008494
	Jungheinrich	EFG, 216k, - 550 Ah, SP FN401124 1522008493
	Jungheinrich	EFG, 216k, - 550 Ah, SP FN401222 1522008492
	Jungheinrich	EFG, 216k, - 550 Ah, SP FN401209 1522008491
	Jungheinrich	ERC-Z 12 - 250 ZT 90085319 1522008644
	Jungheinrich	EFX 125, L+S FN295237-0053 1522008479
	Jungheinrich	EFG 115 FN309981 1522008702
	Jungheinrich	ETV 216 91038865 1522008500
	Jungheinrich	KMS 100KZG-350ZT-FR FN309489 1522008735
	Jungheinrich	EMC, B10 90362360 1522008708
	Jungheinrich	KMS 100 L, FN314586 1522008484
	Jungheinrich	KMS 100 L, FN314585 1522008483
	Jungheinrich	EKX 513 FN314575 1522008482
	Jungheinrich	EKX 513 FN314574 1522008481
	Jungheinrich	EFG 430-SP FN314255 1522008480
	Jungheinrich	ETM 320 91030686 1522008685
	Jungheinrich	ETM 320 91030679 1522008684
	Jungheinrich	SOBAU NIEDERHUB 91545837 1522008656
	Jungheinrich	SOBAU NIEDERHUB 91545836 1522008648
		Continued

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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

Continued

Manufacturer	Equipment Description	Serial no	Contract No
Jungheinrich	SOBAU NIEDERHUB	91546227	1522008717
Jungheinrich	TFG 20AK-380ZT+E	100034104	1522008490
Jungheinrich	EFG-DFac 20-400Z+E HOOK-ON	89932253	1522008579
Jungheinrich	EFG 115SP-480DZ	FN375930	1522008580
Jungheinrich	ETV 320-620DZ+E MULTIPILLOT	91017901	1522008581
Jungheinrich	ERE, 225, feste Plattform	90361869	1522008856
Jungheinrich	EJE, 225	98002700	1522008855
Jungheinrich	EJE, 225	98002699	1522008854
Jungheinrich	ERE, 225, feste Plattform	90361124	1522008857
Jungheinrich	ERE, 225, feste Plattform	90361125	1522008858
Jungheinrich	ERE, 225, feste Plattform	90361126	1522008859
Jungheinrich	ERE, 225, feste Plattform	90361127	1522008860
Jungheinrich	ERE, 225, feste Plattform	90361128	1522008861
Jungheinrich	ERE, 225, feste Plattform	90360296	1522008862
Jungheinrich	ETV 216	91061297	1522008864
Jungheinrich	ERE, 225, feste Plattform	90360185	1522008865
Jungheinrich	SOBAU NIEDERHUB	91546273	1522008895
Jungheinrich	SOBAU NIEDERHUB	91546274	1522008896
Jungheinrich	SOBAU NIEDERHUB	91546275	1522008897
Jungheinrich	SOBAU NIEDERHUB	91546276	1522008898
Jungheinrich	SOBAU NIEDERHUB	91546277	1522008899
Jungheinrich	SOBAU NIEDERHUB	91546278	1522008900
Jungheinrich	SOBAU NIEDERHUB	91546279	1522008901
Jungheinrich	SOBAU NIEDERHUB	91546280	1522008902
Jungheinrich	ERE, 225, feste Plattform	90360186	1522008866
Jungheinrich	SOBAU NIEDERHUB	91546241	1522008885
Jungheinrich	SOBAU NIEDERHUB	91546240	1522008884
Jungheinrich	SOBAU NIEDERHUB	91546239	1522008883
Jungheinrich	SOBAU NIEDERHUB	91546268	1522008882
Jungheinrich	SOBAU NIEDERHUB	91546267	1522008881
Jungheinrich	SOBAU NIEDERHUB	91546266	1522008880
Jungheinrich	SOBAU NIEDERHUB	91546265	1522008879
Jungheinrich	SOBAU NIEDERHUB	91546264	1522008878
Jungheinrich	SOBAU NIEDERHUB	91546263	1522008877
Jungheinrich	SOBAU NIEDERHUB	91546262	1522008876
Jungheinrich	SOBAU NIEDERHUB	91546261	1522008875
Jungheinrich	SOBAU NIEDERHUB	91546260	1522008874
Jungheinrich	SOBAU NIEDERHUB	91546259	1522008873
Jungheinrich	SOBAU NIEDERHUB	91547833	1522008872
Jungheinrich	SOBAU NIEDERHUB	91547784	1522008871

Continued

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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	Continued			
	Manufacturer	Equipment Description	Serial no	Contract No
	Jungheinrich	SOBAU NIEDERHUB	91547782	1522008870
	Jungheinrich	SOBAU NIEDERHUB	91547781	1522008869
	Jungheinrich	ERE, 225, feste Plattform	90360188	1522008868
	Jungheinrich	ERE, 225, feste Plattform	90360187	1522008867
	Jungheinrich	ERE, 225, feste Plattform	90360286	1522008768
	Jungheinrich	ERE, 225, feste Plattform	90360285	1522008767
	Jungheinrich	ERE, 225, feste Plattform	90360284	1522008766
	Jungheinrich	ERE, 225, feste Plattform	90360283	1522008765
	Jungheinrich	ERE, 225, feste Plattform	90360282	1522008764
	Jungheinrich	ERE, 225, feste Plattform	90360281	1522008763
	Jungheinrich	ERE, 225, feste Plattform	90360280	1522008762
	Jungheinrich	ERE, 225, feste Plattform	90360279	1522008761
	Jungheinrich	SOBAU NIEDERHUB	91546235	1522008760
	Jungheinrich	SOBAU NIEDERHUB	91546234	1522008759
	Jungheinrich	ETV 216	91060214	1522008758
	Jungheinrich	ETV 216	91060213	1522008757
	Jungheinrich	ETV 216	91060212	1522008756
	Jungheinrich	ETV 216	91060211	1522008755
	Jungheinrich	SOBAU NIEDERHUB	91546247	1522008891
	Jungheinrich	SOBAU NIEDERHUB	91546248	1522008892
	Jungheinrich	SOBAU NIEDERHUB	91546271	1522008893
	Jungheinrich	SOBAU NIEDERHUB	91546272	1522008894
	Jungheinrich	ERE, 225, feste Plattform	90360287	1522008769
	Jungheinrich	SOBAU NIEDERHUB	91546269	1522008903
	Jungheinrich	SOBAU NIEDERHUB	91546270	1522008904
	Jungheinrich	SOBAU NIEDERHUB	91546242	1522008886
	Jungheinrich	SOBAU NIEDERHUB	91546243	1522008887
	Jungheinrich	SOBAU NIEDERHUB	91546244	1522008888
	Jungheinrich	SOBAU NIEDERHUB	91546245	1522008889
	Jungheinrich	SOBAU NIEDERHUB	91546246	1522008890
	Jungheinrich	SOBAU NIEDERHUB	91546258	1522008780
	Jungheinrich	SOBAU NIEDERHUB	91546257	1522008779
	Jungheinrich	SOBAU NIEDERHUB	91546256	1522008778
	Jungheinrich	SOBAU NIEDERHUB	91546255	1522008777
	Jungheinrich	SOBAU NIEDERHUB	91546254	1522008776
	Jungheinrich	SOBAU NIEDERHUB	91546253	1522008775
	Jungheinrich	SOBAU NIEDERHUB	91546252	1522008774
	Jungheinrich	SOBAU NIEDERHUB	91546251	1522008773
	Jungheinrich	SOBAU NIEDERHUB	91546250	1522008772
	Jungheinrich	SOBAU NIEDERHUB	91546249	1522008771
	Continued			

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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	Continued			
	Manufacturer	Equipment Description	Serial no	Contract No
	Jungheinrich	ERE, 225, feste Plattform	90360288	1522008770
	Jungheinrich	SOBAU NIEDERHUB	91546029	1522008728
	Jungheinrich	SOBAU NIEDERHUB	91546028	1522008727
	Jungheinrich	ECE,225	90354189	1522008952
	Jungheinrich	ECE,225	90354198	1522008961
	Jungheinrich	ECE,225	90354232	1522008962
	Jungheinrich	ECE,225	90354234	1522008963
	Jungheinrich	ECE,225	90354235	1522008964
	Jungheinrich	ECE,225	90354233	1522008965
	Jungheinrich	ECE,225	90354236	1522008966
	Jungheinrich	ECE,225	90354237	1522008967
	Jungheinrich	ETV 320	91060206	1522008986
	Jungheinrich	ETV 320	91060207	1522008740
	Jungheinrich	ETV 320	91060208	1522008741
	Jungheinrich	ETV 320	91060209	1522008742
	Jungheinrich	ETV 320	91060210	1522008743
	Jungheinrich	ETV 320	91060216	1522008797
	Jungheinrich	ETV 320	91060217	1522008798
	Jungheinrich	ETV 320	91060218	1522008799
	Jungheinrich	ETV 320	91060219	1522008800
	Jungheinrich	ETV 320	91060220	1522008801
	Jungheinrich	ETV 320	91060224	1522008802
	Jungheinrich	ETV 320	91060236	1522008811
	Jungheinrich	ETV 320	91060235	1522008810
	Jungheinrich	ETV 320	91060234	1522008809
	Jungheinrich	ETV 320	91060233	1522008808
	Jungheinrich	ETV 320	91060232	1522008807
	Jungheinrich	ETV 320	91060228	1522008806
	Jungheinrich	ETV 320	91060227	1522008805
	Jungheinrich	ETV 320	91060226	1522008804
	Jungheinrich	ETV 320	91060225	1522008803
	Jungheinrich	ERE, 225, feste Plattform	91547870	1522008982
	Jungheinrich	ERE, 225, feste Plattform	91547871	1522008983
	Jungheinrich	ERE, 225, feste Plattform	91547872	1522008984
	Jungheinrich	ERE, 225, feste Plattform	91547873	1522008985

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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

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 866)

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 870). 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

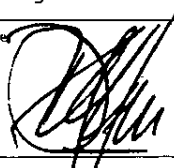
Signature

Please sign the form here

Signature

Signature

X




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 **Kay Goodenough**

Company name **SG Equipment Finance Limited**

Address **Parkshot House**

5 Kew Road

Post town **Richmond**

County/Region **Surrey**

Postcode **T W 9 2 P R**

Country **England**

DX

Telephone **020 8973 2011**



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 mortgage 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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email 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



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. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 10 JUNE
2010 AND CREATED BY JUNGHEINRICH FINANCIAL SERVICES
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO S G EQUIPMENT FINANCE
LIMITED 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 12 JUNE 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 JUNE 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES