



Registration of a Charge

Company Name: **MANITOU FINANCE LIMITED**

Company Number: **02308212**



XB7PG5NU

Received for filing in Electronic Format on the: **06/07/2022**

Details of Charge

Date of creation: **22/06/2022**

Charge code: **0230 8212 0001**

Persons entitled: **MITSUBISHI HC CAPITAL UK PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **VICTORIA POULTER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2308212

Charge code: 0230 8212 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd June 2022 and created by MANITOU FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th July 2022 .

Given at Companies House, Cardiff on 11th July 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Dated Jun 22, 2022

**MANITOU FINANCE LIMITED
MITSUBISHI HC CAPITAL UK PLC**

**MASTER CHATTEL
MORTGAGE**

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Between

- (1) **MANITOU FINANCE LIMITED** (registered in England with number 02308212) (**Company**); and
- (2) **MITSUBISHI HC CAPITAL UK PLC** (trading as Mitsubishi HC Capital UK) (registered in England with number 01630491) (**Funder**).

Whereas:

- (A) The Company (as seller) and the Funder (as purchaser) have entered into a master receivables sale agreement dated the same date as this Deed (**Master Receivables Sale Agreement**).
- (B) Pursuant to, and in accordance with the terms of, the Master Receivables Sale Agreement, the Company may offer to assign certain Assigned Rights to the Funder from time to time (each such offer being an **Offer**).
- (C) It is a condition of the Funder agreeing to accept any Offer (such acceptance being at its sole and absolute discretion) that the Company executes this Deed.

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed:

Assets means the Equipment and any other assets, agreements, instruments and/or rights mortgaged, charged or assigned to the Funder pursuant to 3.1 below and/or any Certificate of Charge

Assigned Rights has the meaning given to it in the Master Receivables Sale Agreement (as may be amended by the relevant Offer)

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, or any other similar permission

Business Day means a day (other than a Saturday or a Sunday) on which banks are open for general business in London

Certificate of Charge means a certificate of charge in the form set out in schedule 1 (or such other form as the Funder may agree from time to time)

Customer means the customer (however described) in the relevant Customer Agreement

Customer Agreement means each Finance Agreement (as defined in the Master Receivables Sale Agreement) which is the subject of any Offer

Default Rate means the highest rate of interest or default interest payable under any of the Finance Documents

Equipment means: all equipment and/or assets the subject of any Offer from time to time and including any supplemental equipment the subject of a Certificate of Charge,

and,

in each case, includes any and all substitutions, alterations, replacements, renewals and additions made for or, in or to the same or any part of the same after the date of this Deed and, where the context so permits, any parts or parts of them

Event of Default means:

- (a) any Seller Termination Event ;and/or
- (b) any other event which entitles the Funder to enforce any Security taken in connection with any of the Finance Documents

Finance Document means this Deed, the Master Receivables Sale Agreement (including each Offer), any other Relevant Agreement or any of them and any document identified as a Finance Document by the Company and the Funder in writing from time to time

Intellectual Property means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, topography rights, domain names, moral rights, inventions, confidential information, knowhow and any other associated or similar intellectual property rights and interests anywhere in the world (which may now or in the future subsist), and in each case whether registered or unregistered and
- (b) the benefit of all applications, rights to apply for and rights to use such assets (including, without limitation, any licences and sub-licences of the same granted by it or to it) of the Company (which may now or in the future subsist)

Master Receivables Sale Agreement has the meaning given to it in recital (A)

Material Adverse Effect means a material adverse effect on:

- (a) the ability of the Company to perform its obligations under any of the Finance Documents or
- (b) the validity or enforceability of, or the effectiveness or ranking of any Security granted or purporting to be granted pursuant to this Deed or the rights or remedies of the Funder under any of the Finance Documents

Offer has the meaning given to it in recital (B)

Party means a party to this Deed

Receiver means any receiver, manager or administrative receiver appointed by the Funder pursuant to this Deed in respect of the Company or any of the Assets

Relevant Agreement has the meaning given to it in the Master Receivables Sale Agreement

Secured Obligations means all monies and liabilities now or after the date of this Deed due owing or incurred by the Company to the Funder whatsoever under or in connection with the Finance Documents in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all

costs, charges and expenses incurred by the Funder in recovering any sums due from the Company and/or the Customer and/or enforcing any of its rights under this Deed

Security means any mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect

Security Period means the period beginning on the date of this Deed and ending on the date on which the Funder is satisfied that the Secured Obligations have been irrevocably and unconditionally satisfied in full

Seller Termination Event means each and any of the following:

- (a) any of the events set out in clause 8.1 of the Master Receivables Sale Agreement occur; and/or
- (b) any breach by the Company of the terms of this Deed which is not remedied within 14 Business Days of any request in writing.

VAT has the meaning given to it in the Master Receivables Sale Agreement

1.2 Interpretation

- (a) Unless a contrary indication appears, a reference in this Deed to:
 - (i) the Funder, the Company, the Customer, any Party or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (ii) **assets** includes present and future properties, revenues and rights of every description (including any right to receive such revenues);
 - (iii) this Deed, any document entered into under or in connection with this Deed, or any other agreement or instrument is a reference to this Deed, that document or other agreement or instrument as amended, novated, supplemented or restated (however fundamentally) including in relation to this Deed, as amended by each Certificate of Charge
 - (iv) this Deed is a reference to this Deed and each Certificate of Charge
 - (v) **guarantee** means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
 - (vi) **includes** or **including** means includes or including without limitation;
 - (vii) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (viii) a **person** includes any individual person, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture,

consortium or partnership (whether or not having separate legal personality) or any other entity or body of any description;

- (ix) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but if not having the force of law, then being a type with which persons to which it applies customarily comply) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (x) a provision of law is a reference to a provision, of any treaty, legislation, regulation, decree, order or by-law and any secondary legislation enacted under a power given by that provision, as amended, applied or re-enacted or replaced (whether with or without modification) whether before or after the date of this Deed;
 - (xi) a time of day is a reference to London time;
 - (xii) the term **dispose** includes any sale, lease, licence, transfer or loan;
 - (xiii) **sterling** and **£** shall be construed as a reference to the lawful currency of the United Kingdom.
- (b) Clause and schedule headings are for ease of reference only.
 - (c) A term defined in this Deed has the same meaning when used in any notices, acknowledgements or other documents issued under or in connection with this Deed.
 - (d) An Event of Default is **continuing** if it has not been waived by the Funder or remedied to the satisfaction of the Funder in writing.
 - (e) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.3 Third Party Rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other document issued or entered into under or in connection with it.
- (b) Unless expressly provided to the contrary in this Deed the consent of any person who is not a Party is not required to rescind or vary this Deed or any other document entered into under or in connection with it.

2 Covenant to pay

The Company covenants with the Funder to pay and discharge the Secured Obligations when they become due for payment and discharge.

3 Charging provisions

- 3.1 The Company charges and assigns absolutely and unconditionally to the Funder with full title guarantee, by way of mortgage, all of its right, title and interest in and to the Equipment, together with the benefit of:

- (a) all agreements, instruments and rights relating to the Equipment;
- (b) the benefit of all contracts, maintenance agreements and all Intellectual Property relating to the Equipment which have been granted to the Company;
- (c) all warranties and guarantees granted to the Company in relation to the Equipment;
- (d) all policies and contracts of insurance and reinsurance or such other insurance arrangements effected with respect to the Equipment; and
- (e) all proceeds of sale of the Equipment.

3.2 All Security created by the Company under clause 3.1 and under any Certificate of Charge is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Company in and to the relevant Assets; and
- (d) granted in favour of the Funder.

4 Certificate of Charge

The Company agrees that, without prejudice to clause 3, the Company shall promptly (on request by the Funder) execute a Certificate of Charge in relation to any Equipment the subject of any Offer which is accepted by the Funder on or after the date of this Deed.

5 Continuing security

5.1 The Security constituted by this Deed shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by the Company or any other person of the whole or any part of the Secured Obligations.

5.2 The Security constituted by this Deed:

- (a) is in addition to any other Security which the Funder may hold at any time for the Secured Obligations (or any of them); and
- (b) may be enforced without first having recourse to any other rights of the Funder.

6 Negative pledge

6.1 The Company shall not create or permit to subsist any Security over any of the Assets.

6.2 The Company shall not sell, transfer or otherwise dispose of any of the Assets.

6.3 Clauses 6.1 and 6.2 do not apply to any Security or arrangement which is permitted by the Funder in writing and clause 6.2 does not apply to any sale which is permitted under the Master Receivables Sale Agreement.

7 Restrictions on disposals

- 7.1 The Company shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, hire, transfer or otherwise dispose of any of the Assets.
- 7.2 Clause 6.1 does not apply to any leasing, hiring or disposal which is permitted by the Funder in writing or which is permitted by the relevant Customer Agreement or the Master Receivables Sale Agreement.

8 Further assurance

- 8.1 The Company shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Funder may specify (and in such form as the Funder may require) in favour of the Funder or its nominee(s):
- (a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Funder provided by or pursuant to this Deed or by law (including the execution of any Certificate of Charge);
 - (b) to confer on the Funder Security over any of the Assets located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or
 - (c) (if an Event of Default is continuing) to facilitate the realisation of the Assets.
- 8.2 The Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Funder by or pursuant to this Deed.
- 8.3 Any document required to be executed by the Company under this clause 8 will be prepared at the cost of the Company.

9 Undertakings

The Company covenants to the Funder in accordance with this clause 9. The undertakings in this clause 9 shall remain in force during the Security Period.

9.1 Access

The Company will use reasonable endeavours to arrange for the Funder and such person or persons as it shall nominate, at all reasonable times and on reasonable notice to enter on the Customer's or Company's premises or any premises where the Assets are located (or where the Funder may reasonably consider any of them to be located):

- (a) to inspect the Assets;
- (b) to effect such repairs to the Assets as the Funder considers necessary or desirable; and
- (c) generally to do all such acts as the Funder considers necessary or desirable acting reasonably in connection with this Deed.

9.2 Documents of title

The Company shall on request deposit with the Funder all invoices, documents of title, guarantees, insurance policies, maintenance agreements and ancillary documents relating to the Assets.

9.3 Payment

The Company shall use reasonable to procure the punctual payment by the Customer of:

- (a) the rent, rates, assessments, charges, impositions, outgoing and taxes in respect of and/or in relation to the Assets; and
- (b) all licence fees, duties, registration charges and all outgoing in respect of the Assets and to use reasonable endeavours to procure that the Customer keeps or cause the Assets to be kept from being distrained for recovery or from being taken under any execution and shall at all times on demand produce or cause to be produced to the Funder or its authorised agents the receipt for such payments and in default it shall be lawful (but not obligatory) for the Funder to pay and discharge such sums which at any time may be or become due, assessed or payable in respect of and/or in relation to the Assets and the Company shall repay the same to the Funder on demand, together with any interest charged thereon.

9.4 Possession

- (a) Subject to clause 9.5(b), the Company shall keep the Assets permanently in its sole and exclusive possession at the location specified in Schedule 1 (in relation to any Equipment comprising the Initial Equipment) or in any Certificate of Charge or at such other premises as the Funder shall authorise in writing and shall not in any event take any of the Assets out of England and Wales.
- (b) The Company may put the Assets on hire to the Customer under the terms of the relevant Customer Agreement and the Company may part with possession of the Assets strictly for the purposes of such hiring provided that it procures, for the duration of the hiring and until the Assets are returned to the Company, that the Finance Agreement specifies that the Customer :
 - (i) keeps the Assets permanently in its sole and exclusive possession at the location specified in the relevant Customer Agreement or at such other premises as the Funder shall authorise in writing; and
 - (ii) does not in any event take any of the Assets out of England and Walesand the Company shall use reasonable endeavours to ensure that the Customer complies with these terms.

9.5 Order and permissions

The Company shall use reasonable endeavours to procure that the Customer produces promptly, to the Funder the original of any order, direction, requisition, permission, notice, proceedings, or matter whatsoever affecting or likely to affect the Assets, served upon the Company or any Customer by any third party, together with full particulars of such notice. The Company shall use reasonable endeavours to procure that the Customer complies with the same, and shall, if so required by the Funder use reasonable endeavours to procure that the

Customer makes or joins in making such objections or representations against or in respect of the contents of any such notice as the Funder may deem expedient or desirable.

9.6 **Repair**

The Company shall use reasonable endeavours to procure that the Customer shall keep, the Assets in good and substantial repair and condition and in working order and will replace any parts of the Assets as may be destroyed, damaged or worn out with new parts of at least similar quality and of at least equal value. The Company shall request the Customer to carry out such repairs to or replacement of the Assets as the Funder shall consider necessary or desirable where permitted under the terms of the Customer Agreement.

9.7 **Value Added Tax**

The Company shall use reasonable endeavours to require the relevant Customer pay to the Funder on demand the amount of any VAT which may be payable in respect of any sums payable by the Company to the Funder under or secured by this Deed or pursuant to the exercise by the Funder of any of its rights under this Deed.

9.8 **Yield up**

At any time after the Funder shall have demanded payment of any monies secured by this Deed or if the Company defaults in the performance of any of its obligations under this Deed the Company will allow the Funder, without further notice or further demand, immediately to put into force and exercise all rights, powers and remedies possessed by it and in particular (but without limitation) to take possession of the Assets (but subject to the rights of any third parties under the relevant Customer Agreement) and for that purpose to enter upon any land or buildings owned or controlled by the Company where the Assets are or are reasonably thought to be situated without being liable to the Company for or by reason of such entry.

9.9 **Insurance**

- (a) Where the Assets are on hire to the Customer under the terms of a Customer Agreement, the Company shall use reasonable endeavours to procure that the Customer insures the Assets in accordance with the terms of the relevant Customer Agreement until the Assets are returned to the possession of the Company.
- (b) Where the Assets are not on hire to the Customer under the relevant Customer Agreement for any reason:
 - (i) the Company shall effect in accordance with its normal policies for assets owned by itself :
 - (A) insurance of the Assets on a comprehensive and full reinstatement basis, including, but not limited to, loss or damage to property; and
 - (B) insurance against third party liability.
 - (ii) The Company shall promptly pay all premiums and do all other things necessary to keep all of the policies of insurance in which it has an interest in full force and effect.
- (c) If the Company shall be in default of effecting or maintaining insurances or in producing any such policy or receipt to the Funder on demand, the Funder may take out or renew

such insurances in any sum which the Funder may think expedient and all monies expended and costs incurred by the Funder under this provision shall be for the account of the Company.

- (d) The Company shall use reasonable endeavours to procure that there is given to the Funder copies of the insurance in which the Company has an interest and such other information in connection with them as the Funder may reasonably require as soon as reasonably practicable.

9.10 **Use**

The Company shall not permit the relevant Customer to use the Assets for any purpose for which they are not designed or reasonably suited.

9.11 **Alterations**

The Company shall not, without the Funder's prior written consent, such consent not to be unreasonably withheld or delayed, permit any alteration or addition of a substantial nature in or to the Assets other than for the purpose of effecting repairs or as otherwise permitted under the terms of the relevant Customer Agreement.

9.12 **Statutory requirements**

The Company shall:

- (a) use reasonable endeavours to procure that the Customer does not use nor permit the Assets to be used in any way contrary to law;
- (b) use reasonable endeavours to procure that the Customer complies with the requirements of any law so far as the same relates to or affects the Assets or their user; and
- (c) as soon as practicable use reasonable endeavours to cause to be executed all works that are required by law to be executed upon or in connection with the Assets.

9.13 **Value**

The Company shall not:

- (a) without the Funder's prior written consent, in any manner or by any means cause the value of the Assets to lessen or suffer them to be lessened, fair wear and tear excepted;
- (b) do or cause or give consent to the relevant Customer to do anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Funder of the Security created by or under this Deed.

9.14 **Annexure**

The Company shall use reasonable endeavours to procure that the Customer shall not, without the Funder's prior written consent, annex the Assets to any premises if the result of such annexure is that the Assets would or might become a fixture or fixtures.

10 Power to remedy

- 10.1 If the Company fails to comply with any of the undertakings set out in clause 9 (Undertakings), it shall allow and irrevocably authorises the Funder and/or such persons as it shall nominate to take such action on behalf of the Company as shall be necessary to ensure that it complies with those undertakings.
- 10.2 If the Company fails to perform any obligation or other covenant affecting the Assets, it shall permit the Funder or its agents and contractors, or use reasonable endeavours to procure that each of the same is permitted:
- (a) to enter on the Company's premises or any premises where the Assets are located (or where the Funder may reasonably consider any of them to be located);
 - (b) to comply with or object to any notice served on the Company or the Customer relating to the Assets; and
 - (c) to take any action the Funder may consider expedient to prevent or remedy any breach of any such term or to comply with or object to any such notice.

11 Security power of attorney

The Company, by way of security, irrevocably and severally appoints the Funder, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Company is obliged to take under this Deed. The Company ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 11.

12 Enforcement of security

12.1 When security is enforceable

On the occurrence of any Event of Default which is continuing or at any time after the Funder shall have demanded payment or discharge of the Secured Obligations, any Security created by and under this Deed is immediately enforceable.

12.2 Acts of enforcement

The Funder may, at its absolute discretion, at any time after the Security created by or under this Deed is enforceable:

- (a) enforce all or any part of the Security created by or under this Deed in any manner it sees fit;
- (b) exercise its rights and powers conferred upon mortgagees by the Law of Property Act 1925, as varied and extended by this Deed, and rights and powers conferred on a Receiver by this Deed, whether or not it has taken possession or appointed a Receiver to any of the Assets;
- (c) appoint a Receiver to all or any part of the Assets; or
- (d) exercise its power of sale under section 101 of the Law of Property Act 1925 (as amended by this Deed).

12.3 **Statutory powers – general**

- (a) For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Law of Property Act 1925 and section 93 of the Law of Property Act 1925 do not apply to the Security constituted by or under this Deed.
- (c) Each Receiver and the Funder is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees and Receivers.

12.4 **Contingencies**

If the Funder enforces the Security constituted by or under this Deed at a time when no amounts are due to the Funder in respect of the Secured Obligations, but at a time when amounts may or will become so due, the Funder (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account.

12.5 **Mortgagee in possession – no liability**

Neither the Funder nor any Receiver will be liable, by reason of entering into possession of an Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might otherwise be liable.

12.6 **Redemption of prior mortgages**

At any time after the Security created by or under this Deed has become enforceable, the Funder may, at the sole cost of the Company (payable to the Funder on demand):

- (a) redeem any prior form of Security over any Asset; and/or
- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Company.

13 **Receiver**

13.1 **Appointment of Receiver**

- (a) At any time after any Security created by or under this Deed is enforceable, the Funder may appoint a Receiver to all or any part of the Assets in accordance with clause 12.2(c) (Acts of enforcement).
- (b) At any time, if so requested in writing by the Company, without further notice, the Funder may appoint a Receiver to all or any part of the Assets as if the Funder had become entitled under the Law of Property Act 1925 to exercise the power of sale conferred under the Law of Property Act 1925.
- (c) Any Receiver appointed under this Deed shall be the agent of the Company and the Company shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made or entered into by him and in no circumstances whatsoever shall the Funder be in any way responsible for any misconduct, negligence or default of the Receiver.

13.2 **Removal**

The Funder may by written notice remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated.

13.3 **Powers of Receiver**

(a) **General**

- (i) In addition to those conferred by the Law of Property Act 1925 on any Receiver appointed under that Act, each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out in this clause 12.3(a).
- (ii) If there is more than one Receiver holding office at the same time, unless the document appointing him states otherwise, each Receiver may exercise all of the powers conferred on a Receiver under this Deed or under the Insolvency Act 1986 individually and to the exclusion of any other Receivers.
- (iii) A Receiver may, (in the name of the Company):
 - (A) do all other acts and things which he may consider expedient for realising any Asset; and
 - (B) exercise in relation to any Asset all the powers, authorities and things which he would be capable of exercising if he were its absolute beneficial owner.

(b) **Borrow money**

A Receiver may raise and borrow money (either unsecured or on the security of any Secured Asset, either in priority to the security constituted by this Deed or otherwise) on any terms and for whatever purpose which he thinks fit. No person lending that money need enquire as to the propriety or purpose of the exercise of that power or to check the application of any money so raised or borrowed.

(c) **Compromise**

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Company or relating in any way to any Asset.

(d) **Delegation**

A Receiver may delegate his powers in accordance with clause 14 (Delegation).

(e) **Employees**

For the purposes of this Deed, a Receiver as he thinks appropriate, on behalf of the Company or for itself as Receiver, may:

- (i) appoint and discharge managers, officers, agents, accountants, servants, workmen and others upon such terms as to remuneration or otherwise as he may think proper; and

(ii) discharge any such persons appointed by the Company.

(f) **Legal actions**

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings or submit to arbitration or any form of alternative dispute resolution in the name of the Company in relation to any Asset as he considers expedient.

(g) **Possession**

A Receiver may take immediate possession of, get in and collect any Asset, and for that purpose enter upon any premises of the Company and sever, dismantle and remove the Assets, without being liable for any loss or damage thereby occasioned (other than through negligence).

(h) **Protection of assets**

A Receiver may, as he may think fit, make and effect all repairs and insurances and do all other acts which the Company might do in the ordinary conduct of its business be they for the protection or for the improvement of the Assets.

(i) **Receipts**

A Receiver may give valid receipts for all monies and execute all assurances and things which may be expedient for realising any Asset.

(j) **Sale of assets**

A Receiver may sell, exchange, convert into monies and realise any Asset by public auction or private contract in any manner and on any terms which he thinks proper. The consideration for any such transaction may consist of cash, debenture or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit.

(k) **Deal with Assets**

A Receiver may, without restriction sell, let on hire purchase or lease, or concur in selling, letting or leasing, or vary the terms of, determine, surrender or accept surrenders of, leases or tenancies of, or grant options and licences over or otherwise dispose of or deal with, all or any part of the Assets without being responsible for loss or damage, and so that any such sale, lease or disposition may be made for cash payable by instalments, loan stock or other debt obligations or for shares or securities of another company or other valuable consideration.

(l) **Security**

A Receiver may redeem any prior Security in respect of the Assets and settle and pass the accounts of the person entitled to the prior Security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Company and the money so paid shall be deemed to be an expense properly incurred by the Receiver.

(m) **Incidental matters**

A Receiver may do all other acts and things including without limitation, signing and executing all documents and deeds as may be considered by the Receiver to be incidental or conducive to any of the matters or powers listed here or granted by law or otherwise incidental or conducive to the preservation, improvement or realisation of the Assets and to use the name of the Company for all the purposes set out in this clause 12.

13.4 Remuneration

The Funder may from time to time fix the remuneration of any Receiver appointed by it.

14 Delegation

14.1 The Funder and any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by the Funder and the Receiver (as appropriate) under this Deed to any person or persons as it shall think fit. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Funder and Receiver (as appropriate) may think fit.

14.2 The Funder and any Receiver will not be liable or responsible to the Company or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate.

15 Application of monies

15.1 Sections 109(6) and (8) (Appointment, powers, remuneration and duties of receiver) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Deed.

15.2 The Funder and any Receiver may place any money received, recovered or realised pursuant to this Deed in or at an interest bearing suspense account and it may retain the same for such period as it considers expedient without having any obligation to apply the same or any part of it in or towards discharge of the Secured Obligations.

16 Representations

16.1 General

The Company makes the representations and warranties set out in this clause 16 to the Funder.

16.2 Status

- (a) It is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (b) It has the power to own its assets and carry on its business as it is being conducted.

16.3 Binding obligations

- (a) The obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations; and
- (b) Without limiting the generality of clause 16.3(a), this Deed creates the Security which it purports to create and that Security is valid and effective.

16.4 **Non-conflict with other obligations**

The entry into and performance by it of, and the transactions contemplated by, this Deed and the granting of the Security created by it do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument unless such conflict, default or termination event would not have or is not reasonably likely to have a Material Adverse Effect.

16.5 **Power and authority**

- (a) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed.
- (b) No limit on its powers will be exceeded as a result of the borrowing, grant of Security or giving of guarantees or indemnities contemplated by this Deed.

16.6 **Authorisations**

All Authorisations required to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed have been obtained or effected and are in full force and effect.

16.7 **Legal and beneficial ownership**

It is the sole legal and beneficial owner of the Assets.

16.8 **Times when representations made**

- (a) All the representations and warranties in this clause 16 are made by the Company on the date of this Deed.
- (b) Each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

17 **Remedies and waivers**

17.1 No failure to exercise, nor any delay in exercising, on the part of the Funder or any Receiver, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

17.2 A waiver given or consent granted by the Funder under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

18 Protection of third parties

18.1 No person (including a purchaser) dealing with the Funder or a Receiver or its or his agents has an obligation to enquire of the Funder, Receiver or others:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power purported to be exercised has become exercisable;
- (c) whether any Secured Obligations or other monies remain outstanding;
- (d) how any monies paid to the Funder or to the Receiver shall be applied; or
- (e) the status, propriety or validity of the acts of the Receiver or Funder.

18.2 The receipt of the Funder or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Funder or any Receiver.

18.3 In clauses 18.1 and 18.2, **purchaser** includes any person acquiring, for money or monies worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Assets or any of them.

19 Additional security

The Security created by or under this Deed is in addition to and is not in any way prejudiced by any guarantee or Security now or subsequently held by the Funder.

20 Settlements conditional

20.1 If the Funder believes that any amount paid by the Company or any other person in respect of the Secured Obligations is capable of being avoided or set aside for any reason, then for the purposes of this Deed, such amount shall not be considered to have been paid.

20.2 Any settlement, discharge or release between the Company and the Funder shall be conditional upon no Security or payment to or for the Funder by the Company or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise.

21 Subsequent Security

If the Funder receives notice of any other subsequent Security or other interest affecting all or any of the Assets it may open a new account or accounts for the Company in its books. If it does not do so then, unless it gives express written notice to the contrary to the Company, as from the time of receipt of such notice by the Funder, all payments made by the Company to the Funder shall be treated as having been credited to a new account of the Company and not as having been applied in reduction of the Secured Obligations.

22 Set-off

The Funder may set off any matured obligation due from the Company in respect of the Secured Obligations (to the extent beneficially owned by it) against any matured obligation owed by the Funder to the Company, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Funder may convert either

obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

23 Retention of security

23.1 The Funder shall be entitled to retain the Security created by this Deed (including any documents relating to this Deed or deposited or held under this Deed) for a period of 25 months after the expiry of the Security Period notwithstanding any release, settlement, discharge or arrangement given or made by the Funder, provided that if at any time within the period of 2 years after the expiry of the Security Period:

- (a) an administration order shall be made in relation to the Company; or
- (b) a petition shall be presented to a competent Court for an order for the winding up of the Company; or
- (c) the Company shall commence to be wound up voluntarily,

the Funder shall be at liberty to continue to retain the Security created by this Deed or any part of it (including the documents referred to above) for and during such further period as the Funder, in its absolute discretion, may determine.

23.2 The Security referred to in clause 23.1 shall be deemed to have continued at all times to have been held by the Funder as security for the payment and discharge to the Funder of the Secured Obligations or which shall or may become due and owing to the Funder either by virtue of the provisions of this Deed or as a consequence of any order made under or by virtue of sections 238 to 243 (inclusive) Insolvency Act 1986.

24 Third Party Clauses

24.1 Waiver of defences

The obligations of the Company under this Deed shall not be discharged, impaired or otherwise affected by an act, omission, matter or thing which, but for this clause 24.1, would reduce, release or prejudice any of its obligations, or the Security intended to be granted, under this Deed (without limitation and whether or not known to it) including:

- (a) any time, waiver or consent or any indulgence granted to, or composition with, the Customer, the Company or other person;
- (b) the release of the Customer or the Company or any other person under the terms of any composition or arrangement with any creditor of the Customer, the Company or other person;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, Customer, the Company or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members, name or status or constitution of the Company, the Customer or any other person;

- (e) any amendment, novation, supplement, extension or restatement (however fundamental and including any increase in any amount due or owing or in the rate of interest or any other sum payable under any Finance Document or replacement of any Finance Document or any loan facilities or other financial accommodation or any other document, interest or security;
- (f) any invalidity, illegality, unenforceability, irregularity or frustration in any respect of any of the Secured Obligations or the obligations of any other person, or any present or future law or order of any government or authority (whether of right or in fact) purporting to reduce or otherwise prejudice any of the Secured Obligations;
- (g) any insolvency, administration or similar proceedings; or
- (h) any act, omission or circumstances which, but for this clause 24.1, might operate to prejudice, affect or otherwise diminish the liability of the Company under this Deed or any of the rights, powers or remedies conferred upon the Funder under this Deed or by laws.

25 Notices

25.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, must be by letter.

25.2 Addresses

The address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is:

- (a) in the case of the Company:

Address: Northern Cross, Basing View, Basingstoke, Hampshire RG21 4HL

Attention: Legal Department

- (b) in the case of the Funder:

Address: Novuna House, Staines TW18 3HP

Attention: Legal Department

or any substitute address or department or officer as the Party may notify to the other party by not less than 7 days' notice.

25.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective when it has been left at the relevant address or 5 days after being deposited in the post postage prepaid in an envelope addressed to it at that address, and, if a particular department or officer is specified as part of its address details provided under clause 25.2 if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Funder will be effective only when actually received by the Funder and then only if (should the Funder have so specified) it is expressly marked for the attention of the department or officer as the Funder has specified for this purpose.

26 Invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

27 Assignment

The Funder may only assign or otherwise transfer all or any part of its rights under this Deed or any Security created by or under it to a party that it is entitled to assign its rights to under the Master Receivables Sale Agreement.

28 Releases

Upon the expiry of the Security Period, the Funder shall, at the request and cost of the Company, take whatever action is necessary to release and reassign to the Company (to the extent then still subsisting and capable of reassignment):

- (a) its rights arising under this Deed;
- (b) the Assets from the Security created by and under this Deed,

and return all documents or deeds of title delivered to it under this Deed.

29 Currency clauses

29.1 Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

- (a) any reference in this Deed to, and any obligations arising under this Deed in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Funder (after consultation with the Company); and
- (b) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Funder (acting reasonably).

29.2 If a payment is made to the Funder under this Deed in a currency (**Payment Currency**) other than the currency in which it is expressed to be payable (**Contractual Currency**), the Funder may convert that payment into the Contractual Currency at the rate at which it (acting reasonably and in good faith) is able to purchase the Contractual Currency with the Payment Currency on or around the date of receipt of the payment and to the extent that the converted amount of the payment falls short of the amount due and payable the Company will remain liable for such shortfall.

30 Certificates and determinations

Any certification or determination by the Funder of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

31 Indemnity

Company's indemnity

- (a) The Company shall promptly indemnify the Funder and every Receiver and Delegate (each an **Indemnified Person**) against any cost, loss or liability together with any associated VAT incurred by any of them as a result of any default by the Company in the performance of any of the obligations expressed to be assumed by it in this Deed.

32 Exclusion of liability

32.1 No liability

- (a) The Funder will not be liable for any action taken by it (or any omission to take action) under or in connection with this Deed unless directly caused by its gross negligence or wilful misconduct.
- (b) Neither the Funder nor any Receiver shall be liable in respect of all or any part of the Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers unless such loss or damage is caused by its gross negligence or wilful acts of default and recklessness.

32.2 Officers and agents

The Company may not take proceedings against any officer, employee or agent of the Funder in respect of any claim it might have against the Funder or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Deed and any officer, employee or agent of the Funder may rely on this clause.

33 Fees, costs and expenses

33.1 Amendment costs

If the Company requests an amendment, waiver or consent of this Deed, the Company shall, within 3 Business Days of demand, reimburse the Funder for the amount of all costs and expenses (including legal fees) together with any associated VAT reasonably incurred by the Funder in responding to, evaluating, negotiating or complying with the request or requirement.

33.2 Interest on late payments

- (a) If the Company fails to pay any amount payable by it under this Deed on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the Default Rate. Any interest accruing under this clause 33.3 shall be immediately payable by the Company on demand by the Funder.
- (b) Default interest (if unpaid) will be compounded with the overdue amount at the end of each month but will remain immediately due and payable.

34 Counterparts

This Deed or any document entered into under or in connection with this Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

Delivery of a counterpart of this Deed or any such document entered into under or in connection with this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

35 Governing law

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

36 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (**Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This clause 36 is for the benefit of the Funder. As a result, the Funder shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Funder may take concurrent proceedings in any number of jurisdictions.

IN WITNESS of which this Deed has been duly executed by the Company as a deed and duly executed by the Funder and has been delivered on the first date specified on page 1 of this Deed by the Company.

Schedule 1

Certificate of Charge

This **Certificate of Charge** is made on

202[♦]

Between

- (1) **MANITOU FINANCE LIMITED** (registered in England with number 02308212) (**Company**); and
- (2) **MITSUBISHI HC CAPITAL UK PLC** (trading as Mitsubishi HC Capital UK) (registered in England with number 01630491) (**Funder**).

Whereas

- (A) The Company has granted a master chattel mortgage to the Funder on [♦] 2022 (as may be amended, supplemented or varied from time to time) (**Master Chattel Mortgage**).
- (B) The Funder has accepted an Offer to purchase certain Assigned Rights from the Company in accordance with the terms of the Master Receivables Sale Agreement. The Company enters into this Certificate of Charge pursuant to clauses 4 (Certificate of Charge) and 20 (*Further Assurance*) of the Master Chattel Mortgage in order to effectively perfect the security created by the Master Chattel Mortgage over the equipment the subject of the abovementioned Offer as set out in the Schedule hereto (such equipment being the **Supplemental Equipment**).

It is agreed:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Defined terms used in this Certificate of Charge shall have the same meanings as given to such terms in the Master Chattel Mortgage (unless otherwise defined).
- 1.2 The principles of construction set out in clause 1.2 (*Interpretation*) of the Master Chattel Mortgage shall apply to this Certificate of Charge, with any necessary changes, as if they were set out in full in this Certificate of Charge.
- 1.3 The Parties intend that this Certificate of Charge takes effect as a deed, notwithstanding that one Party may execute this Certificate of Charge underhand.

2. GRANT OF SECURITY

- 2.1 The Company charges and assigns absolutely and unconditionally to the Funder with full title guarantee, by way of mortgage, all of its right, title and interest in and to the Supplemental Equipment, together with the benefit of:
 - (a) all agreements, instruments and rights relating to the Supplemental Equipment;
 - (b) the benefit of all contracts, maintenance agreements and all Intellectual Property relating to the Supplemental Equipment which have been granted to the Company;
 - (c) all warranties and guarantees granted to the Company in relation to the Supplemental Equipment;
 - (d) all policies and contracts of insurance and reinsurance or such other insurance arrangements effected with respect to the Supplemental Equipment; and

(e) all proceeds of sale of the Supplemental Equipment.

2.2 All Security and dispositions created or made by this Certificate of Charge is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Company in and to the relevant Supplemental Equipment and any other assets pursuant to clause 2.1 above; and
- (d) granted in favour of the Funder.

3. APPLICATION OF MASTER CHATTEL MORTGAGE PROVISIONS

The Security created by this Certificate of Charge is created "pursuant to the Master Chattel Mortgage" and with effect from the date of this Certificate of Charge:

- (a) all references in the Master Chattel Mortgage to the "Assets" include the assets charged by this Certificate of Charge;
- (b) all provisions of the Master Chattel Mortgage relating to the "Assets" (including, without limitation, obligations of the Company and rights of enforcement) apply respectively to the assets charged by this Certificate of Charge and to the Security created by this Certificate of Charge; and
- (c) any reference to 'this Deed' in the Master Chattel Mortgage shall be deemed to include this Certificate of Charge.

4. MISCELLANEOUS

4.1 This Certificate of Charge is supplemental to the Master Chattel Mortgage.

4.2 This Certificate of Charge is a Finance Document.

4.3 From the date of this Certificate of Charge, the provisions of the Master Chattel Mortgage and of this Certificate of Charge shall be read and construed as one and all references to the Master Chattel Mortgage shall be deemed to incorporate the provisions and amendments contained in this Certificate of Charge.

4.4 Save as expressly amended by the terms of this Certificate of Charge, this Master Chattel Mortgage and the other Finance Documents will continue to apply and remain in full force and effect.

4.5 This Certificate of Charge and any non-contractual obligations arising out of or in connection with it are governed by English law.

IN WITNESS of which this Certificate of Charge has been duly executed by the Company as a deed and duly executed by the Funder and has been delivered on the first date specified on page 1 of this Certificate of Charge by the Company.

Schedule to Certificate of Charge

The Equipment

Equipment	Serial Number	Description	Location
◆	◆	◆	◆
◆	◆	◆	◆

SIGNATURE PAGE TO THE CERTIFICATE OF CHARGE

Signed by Dilek MacKenzie)
for and on behalf of)
mitsubishi hc capital uk plc (trading)
as Mitsubishi HC Capital UK)

Authorised Signatory – Dilek MacKenzie

Executed as a deed by)
MANITOU FINANCE LIMITED) Director – Mark Richards
acting by Mark Richards, a Director and Nick)
James, Company Secretary)
) Company Secretary – Nick James

SIGNATURE PAGE TO THE MASTER CHATTEL MORTGAGE

Signed by Dilek MacKenzie

for and on behalf of

MITSUBISHI HC CAPITAL UK PLC (trading
as Mitsubishi HC Capital UK)

)

)

)

dilek mackenzie

dilek.mackenzie (Jun 14, 2022 12:38 GMT+1)

Authorised Signatory – Dilek MacKenzie

Jun 14, 2022

Executed as a deed by

MANITOU FINANCE LIMITED

acting by Mark Richards, a Director and Nick
James, Company Secretary

)

)

)

)

)

Mark Richards

Mark Richards (Jun 18, 2022 11:52 GMT+1)

Director – Mark Richards

Jun 18, 2022

Nicholas James

Nicholas James (Jun 22, 2022 12:11 GMT+1)

Company Secretary – Nick James

Jun 22, 2022











2022.06.14 Master Chattel Mortgage - Manitou - Mitsubishi (Execution Version)

Final Audit Report

2022-06-22

Created:	2022-06-14
By:	Davina Kimber (davina.kimber@uk.bnpparibas.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9NYGh1E9I8G3CXS1kO1eClpmAAcDR57B

"2022.06.14 Master Chattel Mortgage - Manitou - Mitsubishi (Execution Version)" History

-  Document created by Davina Kimber (davina.kimber@uk.bnpparibas.com)
2022-06-14 - 11:21:23 GMT - IP address: 155.140.83.69
-  Document emailed to dilek mackenzie (dilek.mackenzie@mitsubishihccapital.co.uk) for signature
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-  Email viewed by dilek mackenzie (dilek.mackenzie@mitsubishihccapital.co.uk)
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-  Document e-signed by dilek mackenzie (dilek.mackenzie@mitsubishihccapital.co.uk)
Signature Date: 2022-06-14 - 11:30:05 GMT - Time Source: server- IP address: 147.161.167.104
-  Document emailed to mark.d.richards@uk.bnpparibas.com for signature
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-  Document e-signed by Mark Richards (mark.d.richards@uk.bnpparibas.com)
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-  Document e-signed by Nicholas James (nick.james@uk.bnpparibas.com)
Signature Date: 2022-06-22 - 11:11:48 GMT - Time Source: server- IP address: 155.140.83.77

✔ Agreement completed.

2022-06-22 - 11:11:48 GMT