



Registration of a Charge

Company name: **JUNGHEINRICH FINANCIAL SERVICES LIMITED**

Company number: **05836857**



X2NHPLVL

Received for Electronic Filing: **18/12/2013**

Details of Charge

Date of creation: **11/12/2013**

Charge code: **0583 6857 0024**

Persons entitled: **SOCIETE GENERALE EQUIPMENT FINANCE LTD.**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) .

Notification of addition to or amendment of charge.

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: **TRACY MILLS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5836857

Charge code: 0583 6857 0024

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th December 2013 and created by JUNGHEINRICH FINANCIAL SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th December 2013 .

Given at Companies House, Cardiff on 18th December 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Form of Additional Charge

I certify this to be a true
copy of the original.



Authorised Signature

THIS DEED OF CHARGE is made on 11th December 2013

B E T W E E N:-

- (1) **JUNGHEINRICH FINANCIAL SERVICES LIMITED** (Company Number 5836857) whose registered office is situate at Sherbourne House, Sherbourne Drive, Tilbrook, Milton Keynes, Buckinghamshire, MK7 8HX ("the Assignor"); and
- (2) **SOCIETE GENERALE EQUIPMENT FINANCE LIMITED** (Company Number 3596854) whose registered office is situate at Parkshot House, 5 Kew Road, Richmond, Surrey, TW9 2PR ("SG").

BACKGROUND

- (A) The Assignor, SG and Jungheinrich Lift Truck Finance Limited ("JH") have entered into a Master Agreement (as defined below) pursuant to which Jungheinrich UK Limited ("JUK") is to sell Equipment to the Assignor who is then to onward sell the Equipment to SG who will then hire-purchase back the Equipment to the Assignor who will then sub-let the Equipment to JH subject to the terms of the Master Agreement.
- (B) SG is prepared to make hire-purchase facilities available to the Assignor subject to the Assignor assigning and charging the Charged Property to SG.
- (C) The charges contained in this Additional Charge shall extend only to the assets listed in the First Schedule, such assets relating to the Equipment provided by SG to the Assignor.
- (D) The Directors of the Assignor are satisfied that entering into this Additional Charge is for the purposes and to the benefit of the Assignor and its operations.

NOW THIS ADDITIONAL ASSIGNMENT AND CHARGE WITNESSES and IT IS AGREED as follows:-

1. **INTERPRETATION**

- (A) Definitions: In this Additional Charge, except to the extent that the context requires otherwise:-

"Assignment and Charge" means the Deed of Assignment and Charge described in the First Schedule hereto;



"Charged Property" means the property, assets and Rights from time to time subject, or expressed to be subject, to the Charges, as specified in the Second Schedule hereto;

"Charges" means all or any of the Security created, or which may at any time be created, by or pursuant to this Additional Charge;

- (B) Terms defined in the Assignment and Charge shall, except to the extent that the context requires otherwise, have the same meaning in this Additional Charge.

2. **UNDERTAKING TO PAY**

The Assignor shall pay and discharge each Liability when due in accordance with its terms or, in the case of a Liability the terms of which do not provide a time for payment, immediately on demand by SG.

3. **SECURITY**


- (A) Charging Provision: The Assignor with full title guarantee and as security for the payment and discharge of all Liabilities hereby charges to SG, to the extent not already effectively charged in favour of SG:-

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

(2) by way of first fixed equitable charge all Charged Property now belonging to it (except that charged by paragraph (1) above) and all Charged Property acquired by it after the date of this Charge;

(3) by way of first floating charge, the Charged Property.

- (B) Assignment: The Assignor with full title guarantee and as security for the payment and discharge of all Liabilities hereby assigns and agrees to assign to SG, to the extent not already effectively assigned in favour of 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.



4. **GENERAL**

The provisions of clauses 1(A), 1(B), 1(C) and 1(D) and clause 2 to 13 of the Assignment and Charge are each incorporated into and shall apply to this Additional Charge as if they had been separately stated in this clause.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive name.

THE FIRST SCHEDULE

Details of the Assignment and Charge

Deed of Assignment and Charge dated 11th December¹³ 2009 between Jungheinrich Financial Services Limited and SG Equipment Finance Limited



THE SECOND 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 the following:-

Manufacturer	Equipment Description	Serial number	Sub-hire contract no.
Jungheinrich	ECE;225	90436243	1522019811
Jungheinrich	ECE; 320 SH	91576229	1522019819
Jungheinrich	ECE; 320 SH	91576230	1522019820
Jungheinrich	ECE; 320 SH	91576231	1522019821
Jungheinrich	ECE; 320 SH	91576232	1522019822
Jungheinrich	ECE; 320 SH	91576233	1522019823
Jungheinrich	ECE; 320 SH	91576234	1522019824
Jungheinrich	ECE; 320 SH	91576235	1522019825
Jungheinrich	ECE; 320 SH	91576236	1522019826
Jungheinrich	ECE; 320 SH	91576237	1522019827
Jungheinrich	ECE; 320 SH	91576238	1522019828
Jungheinrich	ERE; 225	98078197	1522019815
Jungheinrich	ERE; 225	98078198	1522019816
Jungheinrich	ERE; 225	98078199	1522019817
Jungheinrich	ERE; 225	98078200	1522019818
Jungheinrich	EKS 110 Z-100 E	91577075	1522019812
Jungheinrich	EKS 110 Z-100 E	91577076	1522019813
Jungheinrich	EKS 110 Z-100 E	91577077	1522019814
Jungheinrich	ECE;225	90434469	1522019829
Jungheinrich	ECE;225	90434470	1522019830
Jungheinrich	ECE;225	90434471	1522019831
Jungheinrich	ECE;225	90434472	1522019832
Jungheinrich	ECE;225	90434473	1522019833
Jungheinrich	ERE; 225	98077351	1522019834
Jungheinrich	ERE; 225	98077352	1522019835
Jungheinrich	ERE; 225	98077334	1522019836
Jungheinrich	ERE; 225	98077335	1522019837
Jungheinrich	ERE; 225	98077336	1522019838
Jungheinrich	ERE; 225	98077337	1522019839
Jungheinrich	ERE; 225	98077338	1522019840
Jungheinrich	ERE; 225	98077339	1522019841
Jungheinrich	ERE; 225	98077340	1522019842
Jungheinrich	ERE; 225	98077341	1522019843
Jungheinrich	ERE; 225	98077342	1522019844
Jungheinrich	ERE; 225	98077343	1522019845
Jungheinrich	ETV 325	91087155	1522019846
Jungheinrich	ETV 325	91087170	1522019847
Jungheinrich	ETV 325	91087174	1522019848
Jungheinrich	ETV 325	91087156	1522019849
Jungheinrich	ETV 325	91087157	1522019850
Jungheinrich	ETV 325	91087158	1522019851

the

EXECUTED AS A DEED by JUNGHEINRICH FINANCIAL SERVICES LIMITED

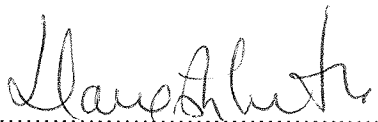
Acting:-

by Christian Hanke


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Signature of Company Secretary

and

by Lucile Langrish-Smith


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Signature of Managing Director