



**Registration of a Charge**

Company Name: **JUNGHEINRICH FINANCIAL SERVICES LIMITED**

Company Number: **05836857**



Received for filing in Electronic Format on the: **28/10/2022**

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**Details of Charge**

Date of creation: **21/10/2022**

Charge code: **0583 6857 0041**

Persons entitled: **HAMBURG COMMERCIAL BANK AG**

Brief description: **N/A**

**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, SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006, THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MADELEINE BARROW**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5836857

Charge code: 0583 6857 0041

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st October 2022 and created by JUNGHEINRICH FINANCIAL SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th October 2022 .

Given at Companies House, Cardiff on 31st October 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**

**ASSIGNMENT DEED**

**DATED \_ 21 October\_ 2022**

**BETWEEN**

**JUNGHEINRICH FINANCIAL**

**SERVICES LIMITED**

**("JFS")**

**AND**

**HAMBURG COMMERCIAL BANK AG**

**(the "Secured Party")**

**Baker  
McKenzie.**

THIS DEED is dated \_21 October\_ 2022

**BETWEEN**

- (1) **JUNGHEINRICH FINANCIAL SERVICES LIMITED**, a company incorporated under the laws of England and Wales with company number 05836857 and having its registered office at Sherbourne House, Sherbourne Drive, Tilbrook, Milton Keynes, Buckinghamshire, MK7 8HX, United Kingdom ("JFS"); and
- (2) **HAMBURG COMMERCIAL BANK AG**, a German joint stock company (*Aktiengesellschaft*) with registered seat at Gerhart-Hauptmann-Platz 50, 20095 Hamburg, Deutschland (the "Secured Party"),

together referred to as the "**Parties**", each a "**Party**".

**WHEREAS:**

- (A) This Deed grants security on behalf of the Secured Party for the obligations of JFS under a Loan Agreement dated on or around the date of this Deed between JFS, and the Secured Party.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 In this Deed:**

"**Collateral**" means (i) the Relevant Lease Agreement Property and (ii) the Relevant Framework Agreement Property and (iii) the Relevant Insurance Proceeds Property.

"**Collateral Rights**" means all rights, powers and remedies of the Secured Party provided by this Deed or by law.

"**Event of Default**" means either (i) a failure by JFS to make any payment due from it under the Loan Agreement within 60 days following a written demand from the Secured Party or (ii) the occurrence of grounds for the Secured Party to terminate without notice as set out in the Loan Agreement.

"**Framework Agreement**" means the Framework Agreement dated on or around the date of this deed between JFS and Jungheinrich UK Limited which includes repurchase obligations of Jungheinrich UK Limited.

"**Lease Agreement**" means any lease agreement entered into between JFS and certain end customers.

"**Lien**" means any encumbrance or security interest whatsoever, howsoever created or arising including (without prejudice to the generality of the foregoing) any right of ownership, security, mortgage, charge, encumbrance, pledge, lien, assignment, statutory rights in rem, title retention, levy, right of detention, hypothecation, right of set-off (other than a right of set-off arising by operation of law) or any agreement or arrangement having a similar effect to any of the foregoing.

**"Loan Agreement"** means the loan agreement dated on or around the date of this deed for which this Deed secures JFS' obligations to the Secured Party.

**"Relevant Framework Agreement Property"** means all of the right, title and interest (present and future, actual and contingent) of JFS in and to the repurchase of leased assets and the payment of any repurchase price under the Framework Agreement.

**"Relevant Insurance Proceeds Property"** means all of the right, title and interest (present and future, actual and contingent) of JFS in and to the proceeds of any credit insurance purchased by the customer in relation to the relevant Lease Agreement.

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

**"Secured Obligations"** means all of the obligations owing to the Secured Party by JFS under or pursuant to the Loan Agreement, whether present or future, actual or contingent.

1.2 In this Deed:

(a) Unless a contrary indication appears, a reference to: (i) "this Deed" is a reference to this Deed as amended or novated; (ii) the "Loan Agreement" is a reference to the Loan Agreement as amended or novated; and (iii) a "Clause" is a reference to a Clause of this Deed.

(b) Clause and Schedule headings are for ease of reference only.

1.3 A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

2. **ASSIGNMENT AND CHARGE**

2.1 As security for the payment, performance and discharge of the Secured Obligations, JFS hereby assigns absolutely and agrees to assign absolutely, with full title guarantee and by way of first priority security, the relevant Collateral in favour of the Secured Party and the Secured Party hereby accepts such assignment absolutely.

2.2 To the extent that the Collateral is not capable of assignment pursuant to Clause 2.1 (and notwithstanding the provisions of Clause 2.1), as security for the payment, performance and discharge of the Secured Obligations, JFS hereby charges, with full title guarantee and by way of first fixed charge, the relevant Collateral in favour of the Secured Party.

3. **NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT**

Following the execution of this Deed, JFS shall:

3.1 in relation to the assignment and charge in respect of the Relevant Lease Property,

and provided that an Event of Default under the Loan Agreement has occurred and is continuing, execute and deliver a notice of assignment and charge to the relevant customer and shall use all reasonable endeavours to procure that such customer executes and delivers to JFS and the Secured Party an acknowledgement of assignment and charge;

- 3.2 in relation to the assignment and charge in respect of the Relevant Insurance Proceeds Property, and provided that an Event of Default under the Loan Agreement has occurred and is continuing, use all reasonable endeavours to procure that the relevant customer executes and delivers a notice of assignment and charge to the insurers with whom the insurances or any part thereof are effected and shall use all reasonable endeavours to procure that such insurers execute and deliver to JFS and the Secured Party an acknowledgement of assignment and charge;
- 3.3 in relation to the assignment and charge in respect of the Relevant Framework Agreement Property, execute and deliver a notice of assignment and charge to Jungheinrich UK Limited and shall procure that Jungheinrich UK Limited executes and delivers to JFS and the Secured Party an acknowledgement of assignment and charge.

#### **4. EFFECTIVENESS OF COLLATERAL**

- 4.1 The collateral constituted by this Deed and the Collateral Rights shall be cumulative, in addition to and independent of every other security which the Secured Party may at any time hold for the Secured Obligations or any rights, powers and remedies provided by law. No prior security held by the Secured Party over the whole or any part of the Collateral shall merge into the collateral constituted by this Deed.
- 4.2 This Deed shall remain in full force and effect as a continuing arrangement unless and until the Secured Obligations are fully and unconditionally discharged, whereupon the Collateral shall be automatically released from the security constituted by this Deed and re-assigned to JFS.
- 4.3 No failure to exercise, nor any delay in exercising, on the part of the Secured Party, any Collateral Right shall operate as a waiver, nor shall any single or partial exercise of a Collateral Right prevent any further or other exercise of that, or any other, Collateral Right.
- 4.4 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.
- 4.5 Neither Section 93 nor Section 103 of the Law of Property Act 1925 (the "Act") shall apply to this Deed and the Secured Party and any receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees, assignees and receivers duly appointed under the Act, except that Section 103 of the Act does not apply.

## **5. ENFORCEMENT**

5.1 Upon the occurrence of an Event of Default under the Loan Agreement, the Secured Party may give written notice to JFS, Jungheinrich UK Limited, the insurers with whom the Insurances are placed and/or any other relevant person declaring that the Secured Party may exercise in any manner it sees fit any and all rights in or in relation to the Collateral, and at all times thereafter, the Secured Party shall be entitled without further notice or further demand to:

- (a) exercise any and all rights of JFS in or in relation to the Collateral including, without limitation, any and all rights of JFS to demand or otherwise require payment of any amount under the Collateral;
- (b) collect, receive or compromise and give a good discharge for all claims then outstanding or thereafter arising under the Collateral and to take over or institute all such suits, legal actions or other proceedings in connection therewith as the Secured Party may consider fit; and
- (c) otherwise put into force and effect all rights, powers and remedies available to the Secured Party, pursuant to applicable law or otherwise, as assignee and/or chargee of the Collateral (to the extent assigned and/or charged hereunder) and the rights of JFS in relation to the Collateral,

all of which rights and remedies shall be in addition to all other rights and remedies otherwise available to it under applicable law.

5.2 Unless an Event of Default shall have occurred and be continuing or unless otherwise revoked by the Secured Party, JFS shall be entitled to exercise any and all rights in or in relation to the Collateral.

## **6. COVENANT**

JFS covenants and undertakes that it will not, without the prior written consent of the Secured Party, assign, charge, sell or otherwise dispose of the Collateral or create or incur any Lien in or upon the Collateral, save for the security interest constituted by this Deed.

## **7. COSTS AND EXPENSES**

JFS shall, on demand of the Secured Party, reimburse the Secured Party on a full indemnity basis for all costs and expenses (including legal fees and any value added tax) incurred in connection with the enforcement of the Collateral constituted by this Deed or the exercise of any Collateral Right in accordance with this Deed. The costs of registration of this Deed with Companies House will be borne by the Secured Party.

## **8. NOTICES**

8.1 Any communication to be made by one person to another under or in connection with this Deed shall be made in writing by fax or letter to the fax number or address

specified above (or any substitute address or fax number as that person may previously have specified).

8.2 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, when it has been left at the relevant address or five 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, if addressed to that department or officer.

8.3 Any communication or document to be made or delivered to the Secured Party will be effective only when actually received by the Secured Party and then only if it is expressly marked for the attention of the department or officer specified by the Secured Party for such purpose.

## **9. GOVERNING LAW AND JURISDICTION**

### **9.1 Governing Law**

This Deed is governed by English law.

### **9.2 Jurisdiction**

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Agreement).

IN WITNESS WHEREOF this Deed has been signed on behalf of the Secured Party and executed as a deed by JFS and is intended to be and is hereby delivered by it as a deed on the date specified above.



**Executed as a deed by JUNGHEINRICH FINANCIAL SERVICES LIMITED**

Signature:



Director

Name Arne Rosenkranz

Date

In the presence of the following witness:

Signature:



Print name of witness

Christian Hanke - Director

Address and Occupation of witness

Date



**Executed as a deed by HAMBURG COMMERCIAL BANK AG**

Signature:

\_\_\_\_\_

Director

Name

Date

In the presence of the following witness:

Signature:

\_\_\_\_\_

Print name of witness

Address and Occupation of witness

Date

Executed as a deed by JUNGHEINRICH FINANCIAL SERVICES LIMITED

Signature: \_\_\_\_\_

Director

Name

Date

In the presence of the following witness:


Signature: \_\_\_\_\_

Print name of witness

Address and Occupation of witness

Date

Executed as a deed by  HAMBURG COMMERCIAL BANK AG


Signature: 

Director

Name **Klaschke**

Date

In the presence of the following witness:

Signature: 

Print name of witness **Inke Teichmann**

Address and Occupation of witness

Date



Hamburg  
Commercial  
Bank

Hamburg Commercial Bank AG