



Registration of a Charge

Company Name: **JUNGHEINRICH FINANCIAL SERVICES LIMITED**

Company Number: **05836857**



Received for filing in Electronic Format on the: **12/01/2022**

XAVJGY16

Details of Charge

Date of creation: **29/12/2021**

Charge code: **0583 6857 0038**

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

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: **TRACY MILLS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5836857

Charge code: 0583 6857 0038

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th December 2021 and created by JUNGHEINRICH FINANCIAL SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th January 2022 .

Given at Companies House, Cardiff on 13th January 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**

**SUPPLEMENT TO THE DEED OF ASSIGNMENT AND CHARGE DATED 1 DECEMBER
2009**

Dated

29 December 2021

between

JUNGHEINRICH FINANCIAL SERVICES LIMITED
as Chargor

and

SG EQUIPMENT FINANCE LIMITED
as Secured Party

**Baker
McKenzie.**

**Baker & McKenzie LLP
100 New Bridge Street
London EC4V 6JA
United Kingdom
www.bakermckenzie.com**

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THIS DEED is made on 29 December 2021

BETWEEN:

- (1) **JUNGHEINRICH FINANCIAL SERVICES LIMITED**, a company incorporated under the law of England and Wales with company number 5836857 and having its registered office at Sherbourne House, Sherbourne Drive, Tilbrook, Milton Keynes, Buckinghamshire, MK7 8HX (the "**Chargor**");
- (2) **SG EQUIPMENT FINANCE LIMITED**, incorporated and registered in England and Wales with company number 3596854 whose registered office is Parkshot House, 5 Kew Road, Richmond, Surrey, TW9 2P as secured party (the "**Secured Party**" and together with the Sub Lessor, the "**Parties**").

WHEREAS:

- (A) The Parties have entered into a Deed of Assignment and Charge dated 1 December 2009 (the "**Security Document**").
- (B) The Chargor has agreed to purchase the entire business of Jungheinrich Lift Truck Finance Limited ("**JLTF**") and has assumed certain obligations of JLTF under an assignment, assumption, termination and amendment agreement dated on or around the date of this Agreement to which the Secured Party is also party (the "**AATA Agreement**").
- (C) The Chargor intends for the Security Document also to secure its obligations under or assumed pursuant to the AATA Agreement and confirms this pursuant to this Deed.
- (D) This Deed is supplemental to the Security Document and, when read together, shall be the Deed of Assignment and Charge as amended and supplemented by this Deed.

THIS DEED WITNESSES as follows:

1. DEFINITIONS, INTERPRETATION AND COMMON TERMS

1.1 Definitions

- (a) Unless otherwise defined herein or the context requires otherwise, capitalised terms used in this Deed have the meanings ascribed to them (either directly or by reference) in the Security Document with all necessary modifications and as if they were set out here in full.
- (b) In the event of any conflict between the Security Document and this Deed, this Deed shall prevail.
- (c) In this Deed except so far as the context otherwise requires:

"Supplemental Obligations" means the obligations assumed by the Chargor under the AATA Agreement.

"Effective Date" means 1 January 2022.

1.2 Interpretation

Terms in this Deed, except where otherwise stated or where the context otherwise requires, shall be interpreted in the same way as set forth in the Security Document (either expressly or by reference) as if they were set out here in full.

- 1.3** This Deed shall take effect as a deed even if it is signed under hand by the Parties.

2. COVENANT TO PAY

The Chargor hereby covenants in favour of the Secured Party that it will pay and discharge on demand the Supplemental Obligations when due for payment or discharge in accordance with the terms of the AATA Agreement and that it will duly perform all of its obligations and exercise its rights under and in accordance with the AATA Agreement.

3. CONFIRMATION OF SECURITY

3.1 Subject to Clause 3 of the Security Document, the Chargor confirms that the security created under the Security Document shall be continuing security for the payment, performance and discharge of the Supplemental Obligations.

3.2 The Chargor further confirms that the Supplemental Security shall be supplemented by a charge over the charged property which is financed by the Secured Party as of the Effective Date and as specified in Schedule 1 (the "Charged Property").

4. INCORPORATION OF REPRESENTATIONS AND WARRANTIES AND COVENANTS

The representations and warranties and covenants set out in the Security Document shall apply to this Deed as if set out in this Deed in full (with the necessary modifications).

5. FURTHER ASSURANCE

The Chargor shall from time to time, at its own expense, sign, seal, execute, acknowledge, deliver, file and register any necessary documents, instruments, agreements, certificates, consents and assurances and do such other acts and things reasonably necessary and as the Secured Party may reasonably request from time to time to (i) perfect the security granted by this Deed or to establish, maintain, protect or preserve the rights of the Secured Party under this Deed and the security intended to be constituted by this Deed and (ii) otherwise give effect to this Deed.

6. THIRD PARTY RIGHTS

6.1 Unless expressly provided to the contrary in this Deed, a person who is not a party to it has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act") to enforce or to enjoy the benefit of any term of this Deed.

6.2 Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary it at any time.

7. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

8. CONTINUATION OF EXISTING SECURITY

8.1 The Chargor confirms that its obligations under, and the security created by, the Security Document continue in full force and effect and are not and will not be prejudiced, affected or discharged by the execution of this Deed or any other amendments to documents or additional documents dated on or around the date of this Deed in relation to the Secured Party's financing arrangements.

8.2 Except insofar as supplemented hereby the Security Document will remain in full force and effect.

8.3 References in the Security Document to "this document", "hereof", "hereunder" and expressions of similar import shall be deemed to be references to the Security Document as supplemented by this Deed and to this Deed and references to the Security Document in other documents shall be construed accordingly.

9. GOVERNING LAW AND JURISDICTION


- 9.1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 9.2 The courts of England have jurisdiction to settle any suit, action or proceeding ("**Proceedings**") and to settle any disputes, which may arise 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) (a "**Dispute**").
- 9.3 The submission by the Parties to the jurisdiction mentioned in Clause 9.2 shall not (and shall not be construed so as to) limit the right of the Secured Party to take Proceedings against the Chargor in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not, if and to the extent permitted by applicable law.
- 9.4 The Chargor hereby consents generally in respect of any Proceedings arising out of or in connection with this Deed to the giving of any relief or the issue of any process in connection with such Proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.

EXECUTION

In witness of which the parties have caused this Deed to be executed and delivered on the date on which it is stated to be made

The Chargor


Executed as a Deed by
Jungheinrich Financial Services Limited
 in its capacity as Chargor, acting by two directors/a
 director and the secretary


By: 
 Name: Arne Rosenkranz
 Title: Director

By: 
 Name: Christian Hanke
 Title: Director

The Secured Party

Executed as a Deed by
SG Equipment Finance Limited, acting by two
 directors/a director and the secretary

By: 
Steve Bowden (Dec 23, 2021 18:11 GMT)
 Name: Steve Bowden
 Title: Sales Director

By: 
David Yates-Mercer (Dec 23, 2021 18:13 GMT)
 Name: David Yates-Mercer
 Title: Director

SCHEDULE 1**Charged Property***Receivables list as of 14 December 2021*

Contract No.	Equipment-No.	Fin.-Doc.-No.
2520040190	FN489483	1524000379
2520040192	FN489485	1524000379
2520040191	FN489484	1524000379
2520040193	FN489482	1524000379
2520043749	FN509835	1524000421
2520043758	FN509136	1524000421
2520043738	98132250	1524000421
2520043731	98132236	1524000421
2520043761	FN509139	1524000421
2520043732	98132237	1524000421
2520043743	98132254	1524000421
2520043757	FN509135	1524000421
2520043754	FN509119	1524000421
2520043768	90488969	1524000421
2520043760	FN509138	1524000421
2520043750	FN509140	1524000421
2520043736	98132241	1524000421
2520043728	90485600	1524000421
2520043723	90485595	1524000421
2520043725	90485597	1524000421
2520043733	98132238	1524000421
2520043735	98132240	1524000421
2520043724	90485596	1524000421
2520043742	98132253	1524000421
2520043741	98132252	1524000421
2520043727	90485599	1524000421
2520043730	91104063	1524000421
2520043752	FN509142	1524000421
2520043764	FN509133	1524000421
2520043767	90488968	1524000421
2520043739	98132251	1524000421
2520043753	FN509143	1524000421
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2520043744	98132255	1524000421
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2520045439	91100245	1524000439
2520045435	91100251	1524000439
2520045436	91100262	1524000439
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2520045104	FN523445	1524000439
2520045461	FN526574	1524000439
2520045460	FN526573	1524000439
2520045137	FN524155	1524000440
2520045236	91111353	1524000440
2520045258	91111738	1524000440
2520044998	98155935	1524000440
2520045238	91111355	1524000440
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