



**Registration of a Charge**

Company Name: **JUNGHEINRICH FINANCIAL SERVICES LIMITED**

Company Number: **05836857**



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

XAVJH9BL

**Details of Charge**

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

Charge code: **0583 6857 0035**

Persons entitled: **DE LAGE LANDEN LEASING LIMITED**

Brief description: **NONE**

**Contains fixed charge(s).**

**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 0035

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**

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**SUPPLEMENTAL DEED OF ASSIGNMENT AND CHARGE**

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Dated

**29 December 2021**

between

**JUNGHEINRICH FINANCIAL SERVICES LIMITED**

as Chargor

and

**DE LAGE LANDEN LEASING LIMITED**

as Secured Party

**Baker  
McKenzie.**

Baker & McKenzie LLP  
100 New Bridge Street  
London EC4V 6JA  
United Kingdom  
[www.bakermckenzie.com](http://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) **DE LAGE LANDEN LEASING LIMITED**, incorporated and registered in England and Wales with company number 02380043 whose registered office is Building 7, Croxley Park, Hatters Lane, Watford, Herts, WD18 8YN 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 26 September 2019 (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 about 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:

"**MASL**" means the master agreement sale and lease back entered into between, *inter alios*, the Chargor and the Secured Party dated 30 November 2006, as amended from time to time;

"**MLA**" means the master loan agreement entered into between, *inter alios*, the Chargor and the Secured Party dated 26 September 2019;

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

**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 hereby assigns as security to the Secured Party claims under the charges over sub-hire contracts made by JLTF and the Chargor under the MASL and claims under the equipment under the MLA, including the security established in relation thereto.

## **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**

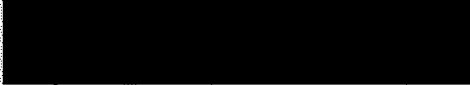
- 9.1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 9.2 The courts of England have jurisdiction to settle any suit, action or proceeding ("**Proceedings**") and to settle any disputes, which may arise out of or in connection with 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  
**De Lage Landen Leasing Limited**, acting by two  
directors/a director and the secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

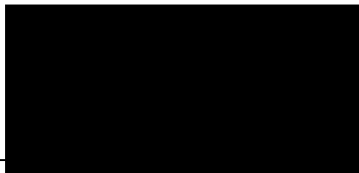
By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**The Secured Party**

**Executed as a Deed by**  
**De Lage Landen Leasing Limited**, acting by two  
 directors/a director and the secretary

By:  \_\_\_\_\_  
 Name: Vijay Shah  
 Title: Director

By:  \_\_\_\_\_  
 Name: Simon Trudgeon *(DIRECTOR)*  
 Title: Director