



Registration of a Charge

Company Name: **JUNGHEINRICH FINANCIAL SERVICES LIMITED**

Company Number: **05836857**



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

XAVJHAZD

Details of Charge

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

Charge code: **0583 6857 0036**

Persons entitled: **LANDESBANK HESSEN-THURINGEN GIROZENTRALE**

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 0036

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 ASSIGNMENT AGREEMENT DATED 18 DECEMBER 2019

Dated

29 December 2021

between

JUNGHEINRICH FINANCIAL SERVICES LIMITED

as Chargor

and

LANDESBANK HESSEN-THÜRINGEN GIROZENTRALE

as Secured Party

**Baker
McKenzie.**

Baker & McKenzie LLP
100 New Bridge Street
London EC4V 6JA
United Kingdom
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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) **LANDESBANK HESSEN-THÜRINGEN GIROZENTRALE**, a German public law institution (*Anstalt des öffentlichen Rechts*) with registered office in Frankfurt am Main und Erfurt, Main Tower, Neue Mainzer Strasse 52-58, 60311 Frankfurt am Main, Deutschland as secured party (the "**Secured Party**" and together with the Sub Lessor, the "**Parties**").

WHEREAS:

- (A) The Secured Party and Jungheinrich Lift Truck Finance Limited ("**JLTF**") have entered into an assignment agreement dated 18 December 2019 (the "**Security Document**") and a first priority mortgage dated 18 December 2019 (the "**Mortgage**").
- (B) The Chargor has agreed to purchase the entire business of 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) The Chargor further intends to grant a mortgage in favour of the Secured Party over the same assets as the Mortgage previously secured ("**Supplemental Assets**").
- (E) This Deed is supplemental to the Security Document and, when read together, shall be the Assignment Agreement dated 18 December 2019 and 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.

"**Supplemental Assets**" means all right, title and interest (present and future, actual and contingent) in the Equipment.

"**Equipment**" means the equipment as defined in the Purchased Lease Agreement.

"**Purchased Lease Agreement**" means a Lease Agreement the receivables payable under which are purchased by the Secured Party pursuant to a Receivables Purchase Agreement.

"Receivables Purchase Agreement" means those receivable purchase agreements (*Einzelforderungskaufverträge*) referred to in the Framework Contract between JFS and JUK.

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 2 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 confirms that it will create a first priority mortgage over the Supplemental Assets in favour of the Secured Party on the same terms as the First Priority Mortgage dated 18 December 2019.

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
Landesbank Hessen-Thüringen Girozentrale, acting
by two directors/a director and the secretary

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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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: _____
 Title: _____

By: _____
 Name: _____
 Title: _____

The Secured Party

Executed as a Deed by
Landesbank Hessen-Thüringen Girozentrale, acting
 by two directors/a director and the secretary

By:  _____
 Name: *Mark Mohr* _____
 Title: Bankprokurist

By:  _____
 Name: *Osterloh* _____
 Title: Stv. Abteilungsdirektor