000001 | 13

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01
Particulars of a charge

Companies House

A fee is payable with this form
Please see 'How to pay' on the last page

You can use the WebFiling service to file this form online
Please go to www companieshouse gov uk

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument

✗ **What this form is NOT for**
You may not use this form to register a charge where there is no instrument Use form MR08

For further information, please refer to our guidance at www companieshouse gov uk

This form **must be delivered to the Registrar for registration w 21 days** beginning with the day after the date of creation of the cha delivered outside of the 21 days it will be rejected unless it is accomp court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form T scanned and placed on the public record

WEDNESDAY

A35YBAR7
A08 16/04/2014 #191
COMPANIES HOUSE

1 Company details

For official use

Company number ✓ 0 8 8 4 7 5 6 2

Company name in full ✓ NEWBURGH PRECISION LIMITED

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date ✓ d 0 d 9 m 0 m 4 y 2 y 0 y 1 y 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name ✓ Lombard North Central PLC

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge

4 Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page
Please use a continuation page if you need to enter more details

Description

5 Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

- [x] **Yes**
- [ ] **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

- [ ] **Yes** Continue
- [x] **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

- [ ] **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

- [x] **Yes**
- [ ] **No**

MR01
Particulars of a charge

8 Trustee statement [1]

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

[1] This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X Laura Wilson X

This form must be signed by a person with an interest in the charge

MR01
Particulars of a charge

Presenter information

We will send the certificate to the address entered below All details given here will be available on the public record You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address

Contact name Janice Wilson

Company name Lombard North Central PLC

Address PO Box 520

Post town Rotherham

County/Region South Yorkshire

Postcode S 6 3 3 B R

Country England

DX

Telephone 01709 773033

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☑ The company name and number match the information held on the public Register
- ☑ You have included a certified copy of the instrument with this form
- ☑ You have entered the date on which the charge was created
- ☑ You have shown the names of persons entitled to the charge
- ☑ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☑ You have signed the form
- ☑ You have enclosed the correct fee
- ☑ Please do not send the original instrument, it must be a certified copy

Important information

Please note that all information on this form will appear on the public record

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www companieshouse gov uk or email enquiries@companieshouse gov uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

This form has been provided free of charge by Companies House

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8847562

Charge code: 0884 7562 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th April 2014 and created by NEWBURGH PRECISION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th April 2014.

P

Given at Companies House, Cardiff on 24th April 2014

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Chattel Mortgage (Sterling)

Lombard

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.

Owner **Newburgh Precision Limited** Company registration number **08847562**

Lombard North Central Plc, PO Box 520, Rotherham S63 3BR Customer service 0345 8778888 Textphone 0800 4046163
Company Registration Number 00337004

Chattels. References to Chattels includes any additions, accessories, replacement parts and the other assets charged by Clause 2

Details of the Chattels

Make	Model	New / Used	Serial number	Date first reg or manufactured	Description
Soraluce	**SP8000**	**Used**	**8540**	**01/01/1998**	**Soraluce SP8000 CNC Bed Type Milling Centre**
Daewoo	**MX2000ST**	**Used**	**PX20ST0043**	**01/01/2005**	**Daewoo MX2000ST CNC Mill/Turn Centre**
Heller	**MCH250 M46 428**	**Used**		**01/01/2012**	**Heller MCH250 M46 428 Horizontal Milling Machine Centre**
Giddings & Lewis	**PC40**	**Used**	**445-1025**	**01/01/1984**	**Giddings & Lewis PC40**
Giddings & Lewis	**PC40**	**Used**	**445-1026**	**01/01/1984**	**Giddings & Lewis PC40**
Colchester	**MSC10417**	**Used**	**E80007**	**01/01/2006**	**Colchester MSC10417 Lathe**
Giddings & Lewis	**130 CNC**	**Used**	**450/1197**	**01/01/2001**	**Giddings & Lewis 130 Euroborer CNC**
Webster Bennett	**120**	**Used**	**6826/1**	**01/01/1995**	**Webster & Bennett 120" Double Column CNC**
Soraluce	**FP8000**	**Used**	**6011**	**01/01/2001**	**Soraluce FP8000 CNC**
Soraluce	**FP8000**	**Used**	**6012**	**01/01/2001**	**Soraluce FP8000 CNC**

Location of Chattels **Centurian Business Park, Bessemer Way, Rotherham, S60 1FB**

I certify that, save for material redacted pursuant to S.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.
Signed. Lombard North Central PLC, 10th April 2014.

1 **Owner's Obligations**

The Owner will pay to Lombard on demand all the Owner's Obligations The Owner's **Obligations** are all the Owner's liabilities to Lombard (present, future, actual or contingent and whether incurred alone or jointly with another) and include

1 1 **Interest** at the rate charged by Lombard, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by Lombard,

1 2 any expenses Lombard or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with the Chattels or taking, perfecting, protecting, enforcing or exercising any power under this deed

2 **Charge**

The Owner, as a continuing security for the Owner's Obligations and with full title guarantee

2 1 charges to Lombard all legal interest in the Chattels, by way of legal mortgage,

2 2 gives to Lombard a fixed charge over any of the following Chattels of the Owner, whether owned now or in the future

2 2 1 any other interest in the Chattels,

2 2 2 all rents receivable from any lease or hiring granted of the Chattels,

2 2 3 the proceeds of any insurance affecting the Chattels,

2 2 4 all handbooks, logs, maintenance or other records, manuals, data or drawings relating to the Chattels, including any associated warranties and maintenance contracts,

2 2 5 all, equipment, tools, and other goods which are necessary to ensure that the Chattels function in accordance with the manufacturer's recommendations

3 Restrictions

The Owner will not, without the consent of Lombard

3 1 permit or create any mortgage, charge or lien on the Chattels,

3 2 dispose of the Chattels,

3 3 part with or share possession of the Chattels,

3 4 move the Chattels from the Location

4. Chattels Undertakings

The Owner will

4 1 permit Lombard at any time to inspect the Chattels,

4 2 keep the Chattels at the Location,

4 3 keep all Chattels of an insurable nature comprehensively insured (including if requested by Lombard, terrorism cover) to Lombard's reasonable satisfaction for their full reinstatement cost In default, Lombard may arrange insurance at the Owner's expense,

4 4 hold on trust for Lombard all proceeds of any insurance of the Chattels At Lombard's option, the Owner will apply the proceeds in making good the relevant loss or damage, or to reduce the Owner's Obligations,

4 5 where required by Lombard, deposit with Lombard all insurance policies (or copies where Lombard agrees), and all documents of title relating to the Chattels,

4 6 keep the Chattels in good condition and regularly maintained in accordance with the manufacturer's recommendations,

4 7 use and operate the Chattels in accordance with the manufacturer's recommendations,

4 8 replace or repair any broken or worn out parts when necessary,

4 9 not, without Lombard's consent, carry out any modifications or alterations to the Chattels without Lombard's prior consent

5. Possession and Exercise of Powers

5 1 Lombard does not have an immediate right to possession of the Chattels or their income (and will not be considered to be taking possession if it enters premises to inspect the Chattels) The Owner will continue in possession until Lombard makes a demand

5 2 If Lombard makes a demand, Lombard may then take possession and exercise any of its other powers

5 3 Any purchaser or third party dealing with Lombard or a receiver may assume that Lombard's powers have arisen and are exercisable without proof that demand has been made

5 4 Lombard will not be liable to account to the Owner for any money not actually received by Lombard

6. Appointment of Receiver

Lombard may appoint or remove a receiver or receivers of the Chattels If Lombard appoints a receiver, Lombard may fix and pay the receiver's fees and expenses The receiver will be the Owner's agent and the Owner (and not Lombard) will be responsible for the acts, defaults and remuneration of the receiver

7. Powers of Lombard and receivers

7 1 Lombard or any receiver may

7 1 1 take possession of, and/or generally manage the Chattels,

7 1 2 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair of the Chattels,

7 1 3 sell, lease, surrender or accept surrenders of leases, charge or deal with the Chattels without restriction, including disposing of any accessories, additions or parts separately,

7 1 4 complete any transactions by executing any deeds or documents in the name of the Owner,

7 1 5 take, continue or defend any proceedings and enter into any arrangement or compromise,

7 1 6 insure the Chattels and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this,

7 1 7 employ advisers, consultants, managers, agents, workmen and others,

7 1 8 purchase or acquire materials, tools, equipment, goods or supplies,

7 1 9 do any acts which Lombard or a receiver considers to be incidental or beneficial to the exercise of their powers,

7 2 A receiver may borrow and secure the repayment of any money, in priority to the Owner's Obligations

7 3 Joint receivers may exercise their powers jointly or separately

7 4 A receiver will first apply any money received from the Chattels towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses The receiver will then apply any remaining money received as required by law

7 5 Lombard may exercise any of its powers even if a receiver has been appointed

7 6 Lombard may set off any of the Owner's Obligations against any amount owed by Lombard to the Owner Lombard may exercise this right, without prior notice, both before and after demand For this purpose, Lombard may convert an amount in one currency to another, using its market rate of exchange at the relevant time

7 7 Any credit balance with Lombard will not be repayable, or capable of being transferred, charged or dealt with by the Owner, until the Owner's Obligations have been paid in full Lombard allowing the Owner to make withdrawals will not waive this restriction

8. Application of Payments

8 1 Lombard may apply any payments received for the Owner to reduce any of the Owner's Obligations, as Lombard decides

8 2 If Lombard receives notice of any charge or other interest affecting the Chattels, Lombard may suspend the Owner's account(s) and open a new account or accounts Regardless of whether Lombard suspends the account(s), any payments received by Lombard after the date of that notice will be applied first to repay any of the Owner's Obligations arising after that date

9. Preservation of other Security and Rights and Further Assurance

9 1 This deed is in addition to any other security for the Owner's Obligations held by Lombard now or in the future Lombard may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or Lombard's other rights

9 2 On request, the Owner will execute any deed or document, or take any other action required by Lombard, to perfect or enhance Lombard's security under this deed

10. Power of Attorney

To give effect to this deed and secure the exercise of any of their powers, the Owner irrevocably appoints Lombard, and separately any receiver, to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings.

11. More than One Owner

Where the Owner is more than one person the Owner's Obligations include their joint and several liabilities References to Owner are to them together and separately.

12. Consents, Notices and Demands

12 1 All consents, notices and demands must be in writing

12 2 Lombard may deliver a notice or demand to the Owner at its registered office, or at the contact details last known to Lombard.

12 3 A notice or demand by Lombard will be effective at the time of personal delivery, on the second business day after posting, or, if by fax, at the time of sending, if sent before 6 00pm on a business day, or otherwise on the next business day A **business day** is a weekday other than a national holiday

12 4 A notice from the Owner to Lombard will be effective on receipt

13. Transfers

Lombard may allow any person to take over any of its rights and duties under this deed The Owner authorises Lombard to give that person or its agent any financial or other information about the Owner References to Lombard include its successors

14. Law

14 1 This deed is governed by English law and the English courts have exclusive jurisdiction

14 2 For the benefit of Lombard, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgement or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction

Executed and **Delivered** as a deed by the Owner

[redacted]

Director/Member

[redacted]

Director/Secretary/Member

Date 9.4.14

Signed for Lombard

[redacted]

Additional Chattels List

Lombard

Continuation of the Chattels the subject of

Mortgage no **AB1B000013**
between **Newburgh Precision Limited**
and **Lombard North Central Plc**

Dated [illegible]

THE CHATTELS

Quantity	Manufacturer	Type	Serial no.
1 Used	**Toyoda**	**Toyoda FH100S CNC - 01/01/2002**	**NM9224**
1 Used	**Asquith Butler**	**Power Centre Travelling Column Floor Type Horizontal Machining Centre - 01/01/2005**	**HPF6101**
1 Used	**Univers**	**Univers 5F Machining Centre - 01/01/2001**	**4691**

Executed as a Deed

Director [redacted]

Director/Secretary [redacted]

Date _____

© Lombard North Central PLC