

MR01
Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

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

☒ **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.gov.uk/companieshouse

This form **must be delivered to the Registrar for registration** within
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form.
It must be scanned and placed on the public record. **Do not send the original**



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A28

07/09/2017

#35

COMPANIES HOUSE

THURSDAY

1 **Company details**

Company number 0 3 7 7 8 0 2 2

Company name in full HARRY NEEDLE RAILROAD COMPANY LTD

For official use

→ **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 6 m 0 m 9 y 2 y 0 y 1 y 7

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.

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Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☐ Yes Continue

☒ 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

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



X

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

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Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	Pay Out 2, New Business
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 773072



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3778022

Charge code: 0377 8022 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th September 2017 and created by HARRY NEEDLE RAILROAD COMPANY LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th September 2017.

Given at Companies House, Cardiff on 14th September 2017



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Chattel Mortgage (Sterling)



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

Agreement Date	6.9.2017.	(to be completed by Lombard following execution of this Deed by the Owner)
Owner	Harry Needle Railroad Company Ltd	Company / LLP registration number 03778022

Lombard North Central Plc, PO Box 520, Rotherham S63 3BR. Customer service: 0345 8775888
Text Relay 18001 0345 877 8888 Text Talk 01709 874 997 Company Registration Number: 00337004

Chattels: References to Chattels includes any additions, accessories, replacement parts and the other assets charged by this deed

Details of the Chattels

Make	Model	New / Used	Serial number	Date first reg. or manufactured	Description
English Electric	Class 20 Locomotive: 8SVT MK2 8 Cylinder	Used	20096	1961	1961 Class 20 Locomotive. Livery: British Rail Blue
English Electric	Class 20 Locomotive: 8SVT MK2 8 Cylinder	Used	20118	1962	1962 Saltun By the Sea. Livery: Grey with Red Band Near roofline, White Double Arrow Logo
English Electric	Class 20 Locomotive: 8SVT MK2 8 Cylinder	Used	20132	1966	1966 Saltun By the Sea. Livery: Grey with Red Band Near roofline, White Double Arrow Logo
English Electric	Class 20 Locomotive: 8SVT MK2 8 Cylinder	Used	20107	1961	1961 Class 20 Locomotive. Livery: Blue with White Double Arrow Logo and Yellow Ends.
English Electric	Class 20 Locomotive: 8SVT MK2 8 Cylinder	Used	20901	1959	1959 Class 20 Locomotive. Livery: Blue with Mustard Yellow Ends

Location of Chattels

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.
Lombard North Central Plc
Signed Lombard North Central Plc

Date: 6.9.17.

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 serviced and maintained in good condition ensuring all lost stolen or worn-out parts are replaced 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 under this agreement or any guarantee with or other obligation owed to Lombard. 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 (which shall include, in the case of a notice issued by Lombard, by electronic means).

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 deemed given at the time of personal delivery; on the Business Day after posting; or, if by fax or other electronic means, 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 day (other than a Saturday, Sunday or bank holiday) in which banks in London are open for business.

12.4 The Owner must deliver a notice to Lombard addressed to Customer Services at the address, fax or Text Relay or Text Talk number shown in the Mortgage. Notice by the Owner will be effective when received. For the avoidance of doubt no notices may be served on Lombard by electronic means.

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 Agreement 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 judgment or ruling in any proceedings connected with this Agreement 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.

14.3 No term of this Agreement will be enforced solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

This deed takes effect at the date stated at the beginning of this deed.

Executed and Delivered as a deed by the Owner

Director/Member of LLP

Director/Secretary/Member of LLP

Date

If there is only one signature, which must be that of a Director, a witness is required

Signed by the Director in the presence of:

Witness' signature

Witness' name in full BAYAN FASHOLA

Address

Occupation

Banking

Signed for Lombard