

# MR01

## Particulars of a charge

COMPANIES HOUSE  
FEE PAID  
BELFAST



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](http://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  
instrument. Use form MR08.

For further information, please...

This form **must be delivered to the Registrar for registration with 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. This must be scanned and placed on the public record.



\*J38C19GW\*

JNI 21/05/2014 #23

COMPANIES HOUSE

\*J37XIQ5N\*

JNI 15/05/2014 #38

COMPANIES HOUSE

### 1 Company details

Company number N I 0 1 6 2 0 2

Company name in full Norish (N I) Limited

0004 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 09 05 2014

### 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 HSBC BANK 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.

# MRO1

## Particulars of a charge

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### 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

A Legal Mortgage over the freehold property known as  
The Gateway, Pedmore Road, Brierley Hill, West Midlands

HM Land Registry Title Number(s) WM606536  
and WM784552

and all such right, title and interest  
as the Mortgagor has in a lease of  
Easements dated 7 August 1991  
between British Waterways Board  
and T.P. Dibdin Limited (2)

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.

☐ 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

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### 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.

☒ Yes

☐ No

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Particulars of a charge

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**Trustee statement <sup>①</sup>**

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.

☐

<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06).

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**Signature**

Please sign the form here.

Signature


Signature





X *Mina Reeve LLP.* X

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

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Particulars of a charge

	<b>Presenter information</b>
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	Elaine Gadeney
Company name	Mills & Reeve LLP
Address	Botanic House 100 Hills Road
Post town	Cambridge
County/Region	
Postcode	CB2 1PH
Country	
DX	122891 Cambridge 4
Telephone	01223 222489
<input checked="" type="checkbox"/>	<b>Certificate</b>
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.	
<input checked="" type="checkbox"/>	<b>Checklist</b>
We may return forms completed incorrectly or with information missing.	
Please make sure you have remembered the following:	
<input checked="" type="checkbox"/> The company name and number match the information held on the public Register. <input checked="" type="checkbox"/> You have included a certified copy of the instrument with this form. <input checked="" type="checkbox"/> You have entered the date on which the charge was created. <input checked="" type="checkbox"/> You have shown the names of persons entitled to the charge. <input checked="" type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8. <input checked="" type="checkbox"/> You have given a description in Section 4, if appropriate. <input checked="" type="checkbox"/> You have signed the form. <input checked="" type="checkbox"/> You have enclosed the correct fee. <input type="checkbox"/> Please do not send the original instrument; it must be a certified copy.	

	<b>Important information</b>
Please note that all information on this form will appear on the public record.	
	<b>How to pay</b>
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.'	
	<b>Where to send</b>
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:	
<b>For companies registered in England and Wales:</b> The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ. DX 33050 Cardiff.	
<b>For companies registered in Scotland:</b> 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).	
<b>For companies registered in Northern Ireland:</b> 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.	
	<b>Further information</b>
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a>	
This form is available in an alternative format. Please visit the forms page on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a>	

## MR01 - continuation page

### Particulars of a charge

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#### 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.

Description



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: NI16202

Charge code: NI01 6202 0004

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 9th May 2014 and created by NORISH (N.I.) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st May 2014.

Given at Companies House, Belfast on 21st May 2014



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

I hereby certify that this is true  
and complete copy of the original  
dated this 14 day of May 2014  
Elaine Gadney

*Elaine Gadney*  
Legal Executive with  
Mills & Reeve LLP  
Botanic House  
100 Hills Road  
Cambridge CB2 1PH

Checker's Initial	
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## HSBC Bank plc

# LEGAL MORTGAGE

### IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS MORTGAGE

This document is a Mortgage of the Property and other assets described overleaf on the terms set out in the separate document called the HSBC Bank plc Mortgage Deed Conditions (2006 edition). You should sign this Mortgage in front of a witness who should be your solicitor, other legal adviser or a HSBC Bank plc official.

- HSBC Bank plc will hold this Mortgage as security for the debts and/or the other liabilities to HSBC Bank plc as set out in clause 2 of this Mortgage. What this means is that both present and future indebtedness, together with the other liabilities in that clause, are secured by this Mortgage.
- If any of the debts and/or the other liabilities are not paid when due, HSBC Bank plc can take possession of the Property and other assets, sell them and put the money from the sale towards the debts and/or the other liabilities.
- The debts may include overdrafts, loans or money due under any other facilities that HSBC Bank plc has granted to the Borrower or grants to the Borrower in the future, whether or not you know about or agree to them. Normally, HSBC Bank plc will not inform you of existing or future debts or liabilities of the Borrower.
- The debts may also include any liabilities under any guarantee or indemnity that the Borrower has given, or may give in the future, to HSBC Bank plc, for example, agreements by the Borrower to be responsible for the liabilities of another customer or for liabilities incurred by HSBC Bank plc on the Borrower's behalf.
- If there is more than one person named as Borrower, this Mortgage will be held as security for the debts which all or any of them owe as well as for the debts which all or any of them owe with any other person.
- This Mortgage is separate from, and not limited by, any other mortgage or guarantee which may already have been given to HSBC Bank plc or which may be given in the future.
- This Mortgage and the Mortgage Deed Conditions contain other terms which affect you.

**This Mortgage is an important legal document. HSBC Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage.**

**Third Party Legal Mortgage A2dco**

THIS LEGAL MORTGAGE dated the  
thousand and

FOURTEEN

9th day of MAY

two

BETWEEN Mortgagor: Norish (N I) Limited Number: NI016202  
("you")

and HSBC Bank plc ("the Bank") whose address for service for entry on the register is HSBC Bank plc, Securities Processing Centre, P O Box 3924, Sheffield S1 9BD

to secure the Debt of Borrower: Norish Limited Number: 01088811  
("Borrower", which shall additionally have the meaning set out in paragraph 2 of the Conditions)

WITNESSES that this Mortgage is given by you over the Property and other assets to secure the Debt on the terms set out in the separate document called the **HSBC Bank plc Mortgage Deed Conditions (2006 edition)** ("the Conditions") which are incorporated in this Mortgage and of which you acknowledge receipt. The Property and other assets and the Debt are described and defined below and in the Conditions.

#### The Main Subject Matter of this Mortgage

##### 1. The Property and other assets

With full title guarantee, you, and if there is more than one of you, each of you, charge by way of legal mortgage and (as appropriate) assign and transfer to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it):

- (a) the Property: **Freehold Property Known as The Gateway Pedmore Road Brierley Hill West Midlands**

registered at H M Land Registry with title numbers; WM606536 and WM784552 - see continuation sheet annexed

- (b) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property;
- (c) any shares or membership rights mentioned in paragraph 3 of the Conditions;
- (d) any goodwill of any business from time to time carried on at the Property;
- (e) any rental and other money payable under any lease, licence, or other interest created in respect of the Property; and
- (f) any other payments whatever in respect of the Property, for example, payments from any insurance policy or any compensation money.

The Bank agrees to release, re-assign or transfer back the above assets when the Debt has been repaid and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to the Borrower.

##### 2. The Debt which is secured on the Property and other assets

The Debt ("the Debt") is:

- (a) all money and liabilities whatever, whenever and however incurred, whether with or without your knowledge or consent and whether now or in future due, or becoming due, from the Borrower to the Bank.

This includes, but is not limited to (whether as originally given or subsequently varied, extended or increased in any way):

- (i) overdrafts, personal and other loans or facilities and further advances of money;
- (ii) guarantees and indemnities to the Bank and any of the Borrower's other contingent liabilities;

Form of Charge Filed at H M Land Registry under reference MD618V



- (iii) discount, commission and other lawful charges and expenses;
  - (iv) interest in accordance with any agreement between the Borrower and the Bank and, if there is no agreement, interest on any money and liabilities due from the Borrower at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement.
- (b) money agreed to be paid by you under paragraph 24 of the Conditions;
- (c) any amount due under the indemnity in paragraph 33 of the Conditions.
- The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between the Borrower and the Bank.

**3. Restriction**

You, and if there is more than one of you, each of you, apply to the H M Chief Land Registrar to enter the following restriction against the title mentioned above;

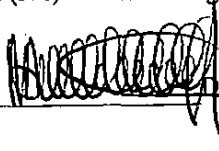
"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 9 May 2014 in favour of the HSBC Bank plc referred to in the Charges Register".

IN WITNESS of the above, this Mortgage, which is intended to take effect as a deed, has been executed by the Mortgagor and is now delivered on the date mentioned above.

**IMPORTANT - PLEASE READ THE NOTES ON PAGE ONE BEFORE SIGNING THIS MORTGAGE**

Signed as deed by Norish (N I) Limited acting by

Signature

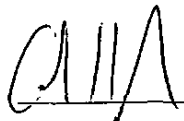
 Director

Name in full

NORMAN HATTCUFF  
(Block letters)

(For use by a Company  
without a Common Seal)

Signature

 Director/Secretary

Name in full

AIDAN HUGHES  
(Block letters)

Signed as deed by Norish (N I) Limited acting by

Signature

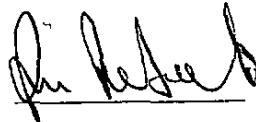
\_\_\_\_\_  
Director

Name in full

\_\_\_\_\_  
(Block letters)

(For use where one director is  
authorised to sign)

In the presence of:  
Signature of witness

 Witness

Full name of witness

PETER ROSENT  
(Block letters)

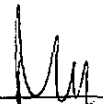
Address:

40 NEW ROW  
AISBY, GRANTHAM, NG32 3NG

Occupation:

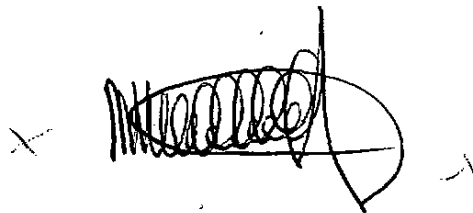
AGRICULTURAL MECHANIC

For and on behalf of HSBC Bank plc




continuation sheet to clause 1 (a)

and all such right, title and interest as the Mortgagor has in a Lease of Easements dated 7 August 1991 between British Waterways Board (1) and T.P. Dibdin Limited (2)

A handwritten signature in black ink, appearing to be 'Norman Hattcuff', with a large, stylized flourish at the end.

Norman Hattcuff

A handwritten signature in black ink, appearing to be 'Norm Hattcuff', with a large, stylized flourish at the end.

Norm Hattcuff