

054 7501 £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 MR01

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

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the charge.
If the form is 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
scanned and placed on the public record

SATURDAY



A2FXH157

A07

31/08/2013

#338

COMPANIES HOUSE

1 Company details

Company number 0 7 9 2 2 2 6 8

Company name in full Anpart Limited

2 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 2 7 0 8 2 0 1 3

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 Monmouthshire Building Society

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

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

10 Edington Avenue
Cardiff
CF14 3QG

Freehold

Title Number WA203026

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**

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

☒ **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

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	Rhidian Hobbs
Company name	Howells Solicitors
Address	Hallinans House
22 Newport Road	
Post town	Cardiff
County/Region	
Postcode	C F 2 4 0 T D
Country	Wales
DX	33009 Cardiff
Telephone	02920 404027



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 7922268

Charge code: 0792 2268 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th August 2013 and created by ANPART LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st August 2013.

Given at Companies House, Cardiff on 3rd September 2013





LEGAL MORTGAGE

We hereby certify
this to be a true copy
of the original

Hawkins Ltd

MORGAN COLE
Bradley Court
Park Place
Cardiff CF10 3DP

THIS LEGAL MORTGAGE is dated 27TH AUGUST 2013

ARTIES:

- (1) ANPART LIMITED (CO. REG NO 07922268) (the "Mortgagor") and
59 DANYLOED ROAD LYNCOED CARDIFF CF23 6NE
- (2) MONMOUTHSHIRE BUILDING SOCIETY whose office is at Monmouthshire Building
Society, Monmouthshire House, John Frost Square, Newport, NP20 1PX ("the "Society")

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Mortgage

"Agreement for Lease" means all present and future agreements, contracts, options or undertakings for or in relation to the creation of any estate, interest or right in or over the Property (including, without limitation, in relation to any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis)

"Business" means the trade or business carried on by the Mortgagor at the Property

"Charged Property" means the property, assets, debts, rights and undertaking charged to the Society by this Mortgage and includes any part of them or interest in them

"Company" includes any body corporate

"Conditions" means the Society's Mortgage Conditions 2010

"Property" means the freehold, leasehold or commonhold property referred to in of the Schedule and any part or parts of it and including all rights attached or appurtenant to it and all buildings, fixtures, fittings, plant and machinery from time to time situated on it and belonging to the Mortgagor

"Receiver" means a receiver appointed under this Mortgage

"Rental Income" means the gross rents, licence fees and other moneys receivable now or at any time in the future by the Mortgagor in respect of or arising out of any lease of the Property or any agreement for lease or otherwise without limitation derived by the Mortgagor from the Property or otherwise paid to or received by the Mortgagor in respect of the Property (including without limitation all mesne profits) other than for insurance rents or service charges or the like

"Secured Liabilities" means all monies, obligations and liabilities whether principal, interest or otherwise which may now or at any time in the future be due or owing or incurred by the Mortgagor to the Society (whether actual or contingent and whether incurred alone or jointly with another as principal, guarantor, surety or otherwise and in whatever name or style) together with interest, charges and other expenses,

1.2 Interpretation

In this Mortgage

Form of charge filed at HM Land Registry under reference MD126K

(a) references to Clauses and Schedules are to clauses of and schedules to this Mortgage,

- (b) references to any provisions of this Mortgage or to any other document or agreement are references to those provisions or that document or agreement as is in force for the time being and as amended, varied, supplemented, substituted, replaced or novated from time to time,
- (c) words in the singular are to include the plural and words in the plural are to include the singular;
- (d) references to a person include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or any agency of a state, whether or not a separate legal entity,
- (e) references to any person include any person who takes over any of the original person's rights or liabilities under this Mortgage,
- (f) references to any statutory provision include that statutory provision as amended, supplemented, re-enacted or replaced from time to time (whether before or after the date of this Mortgage),
- (g) Clause headings are for ease of reference only and are not to affect the interpretation of this Mortgage,
- (h) where the "Mortgagor" consists of two or more parties
 - (i) such expression shall in this Mortgage mean and include such two or more parties and each of them or (as the case may require) any of them,
 - (ii) all covenants, charges, agreements and undertakings expressed or implied on the part of the Mortgagor in this Mortgage shall be deemed to be joint and several covenants, charges, agreements and undertakings by such parties. This means that all the Mortgagors are responsible for all Secured Liabilities and all promises made to the Society under this Charge not just a part or proportion of them,
 - (iii) each shall be bound even if any other of them intended or expressed to be bound by this Mortgage shall not be so bound, and
 - (iv) the Society may release or discharge any one or more of them from all or any liability or obligation under this Mortgage or may make any agreement with any such person without by such action releasing any other or others of them or otherwise prejudicing any of its rights under this Mortgage or otherwise

2. COVENANT TO PAY

- 2.1 The Mortgagor covenants with the Society that the Mortgagor will pay to the Society or discharge all Secured Liabilities on the due date or dates for payment or discharge or, in the absence of an agreed or specified due date, immediately on demand by the Society

3. SECURITY

- 3.1 The Mortgagor charges to the Society as continuing security for the payment and discharge of the Secured Liabilities

3 1 1 by way of first legal mortgage the Property,

3 1 2 by way of assignment, the Rental Income and the benefit to the Mortgagor of all other rights and claims to which the Mortgagor is now or may in the future become entitled in relation to the Property including but not limited to all rights and claims of the Mortgagor against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of the Property and all guarantors and sureties for the obligations of such persons,

3 1 3 by way of assignment

(a) the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisers now or at any time engaged by the Mortgagor in relation to the Charged Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in the buildings erected or to be erected on the Charged Property and any other person, firm or company now or from time to time under a contract with or under a duty to the Mortgagor and the benefit of all sums recovered in any proceedings against all or any of such persons,

(b) the benefit of all Agreements for Lease, all the proceeds of any claim, award or judgment arising out of any Agreement for Lease and all sums paid or payable to the Mortgagor under or for any Agreement for Lease,

(c) all right, title and interest of the Mortgagor in and to all payments made under any and all present and future insurance policies for the Charged Property,

provided that nothing in this sub-clause shall constitute the Society as a mortgagee in possession,

3 1 4 by way of fixed charge

(a) all the goodwill of the Business, and

(b) the full benefit of all contracts entered into by or with the Mortgagor for the Business,

3.2 Where the Mortgagor is a company, the Mortgagor charges to the Society as continuing security for the payment and discharge of the Secured Liabilities by way of floating charge all moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or about the Property and belonging to the Mortgagor

3 3 The Society may by notice in writing to the Mortgagor convert the floating charge contained in clause 3 2 into a fixed charge as regards any Charged Property specified in such notice at any time after this Mortgage becomes enforceable If without the prior written consent of the Society the Mortgagor charges, pledges or otherwise encumbers (whether by way of fixed or floating security) any of the Charged Property subject to a floating charge under this Mortgage or attempts to do so or if any person levies or attempts to levy any distress, execution, sequestration or other process against any of the Charged Property, the charge created under this Deed over such property or assets shall automatically without notice operate and have effect as a fixed charge instantly such event occurs

- 3 4 The Mortgagor shall promptly on demand and at its own cost execute and do all such assurances, acts and things including without limitation execute all transfers, conveyances, assignments and assurances of the Charged Property and give all notices, orders and directions which the Society may require for perfecting or protecting this Mortgage or the priority of this Mortgage or for facilitating the realisation of the Charged Property or the exercise of any of the rights vested in the Society or any Receiver

4. REGISTERED LAND

Where the Property comprises registered land, the Mortgagor applies to the Chief Land Registrar for a restriction in the following terms to be entered on the register of the Mortgagor's title to the Property

"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 [date] in favour of Monmouthshire Building Society referred to in the charges register"

5. CONDITIONS

- 5 1 The Mortgagor confirms that it has received a copy of the Conditions
- 5 2 All the provisions of the Conditions shall be deemed to apply to this Mortgage as though they were set out here in full

This Mortgage has been executed as a deed by the Mortgagor and is intended to be and is delivered on the date stated above

THE SCHEDULE

The Property

All that freehold ~~Leasehold~~* land known as

10 EDINGTON AVENUE CARDIFF CF14 3QG

- * as registered at HM Land Registry under Title Number

WA 203026

- * as comprised in
[include parties and date of conveyance/transfer or lease where property is unregistered]

- * Delete as relevant

Mortgagor (where an individual)

SIGNED AS A DEED by _____)
_____)
in the presence of _____)

Name of Witness _____

Address of Witness _____

Signature of Witness _____

SIGNED AS A DEED by _____)
_____)
in the presence of _____)

Name of Witness _____

Address of Witness _____

Signature of Witness _____

SIGNED AS A DEED by _____)
_____)
in the presence of _____)

Name of Witness _____

Address of Witness _____

Signature of Witness _____

SIGNED AS A DEED by _____)
_____)
in the presence of _____)

Name of Witness _____

Address of Witness _____

Signature of Witness _____

Solicitor's confirmation *[to be provided where the Mortgagor is an individual, and is not the Borrower]*

I confirm that I am a solicitor and that I have explained the nature, content and effect of this Mortgage to

_____ before he/she/they signed this Mortgage and he/she/they informed me that he/she/they fully understood the same

Solicitor's signature

Full Name

Address

Mortgagor (where a company or other corporate entity)

EXECUTED AS A DEED by


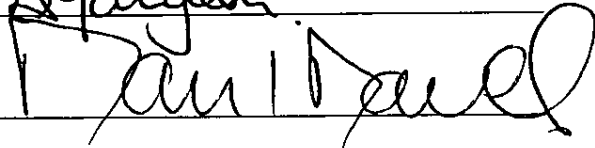
ANPART

LIMITED

acting by its

Director

Director/Secretary

)
)
)
)



OR

EXECUTED as a **DEED** by

LIMITED

acting by its Director

in the presence of

)
)
)
)

Director

Name of Witness

Address of Witness

Signature of Witness

Note: RECEIPT NOT TO BE USED FOR REGISTERED CHARGES

THE MONMOUTHSHIRE BUILDING SOCIETY acknowledges receipt of all monies intended to
secured by the within written deed

IN WITNESS whereof the seal of the Society is affixed this day of
by order of the Board of Directors in the presence of

By authority of the
Board of Directors

