

100028123

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

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 the charge is
instrument. Use form MR01.



ACTZMSQZ

04/01/2024

#106

COMPANIES HOUSE

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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 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. This will be scanned and placed on the public record. **Do not send the original.**

1	Company details	For official use
Company number	1 1 6 6 2 4 9 5	→ Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	APL PROPERTY LTD	

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

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. <input type="checkbox"/> I confirm that there are more than four persons, security agents or trustees entitled to the charge.	

MR01
Particulars of a charge

4	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 FLAT 3 GWEL-Y-TYWYN TREARDUR BAY ANGLESEY LL65 2YZ	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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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. <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. Signature X  X This form must be signed by a person with an interest in the charge.	

MR01

Particulars of a charge



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

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone



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



**Monmouthshire
Building Society**

LEGAL MORTGAGE

We certify that this is a true
copy of the original

Stephen Donald Race Newton

DONALD RACE & NEWTON

Solicitors - 59 Albert Road, Colne

Donald Race & Newton
Solicitors
57-59 Albert Road
Colne
BB8 0BP

BLAKE MORGAN LLP
One Central Square
Cardiff CF10 1FS

THIS LEGAL MORTGAGE is dated 22nd April 2021

PARTIES:

- (1) **APL PROPERTY LIMITED** (Company Registration Number 11662495)
[Enter names and addresses of Mortgagor] [and where the Mortgagor is a company or a limited liability partnership, include the company or partnership number] (the "Mortgagor"); and
- (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 2014.

"**Full Title Guarantee**" has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994

"**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.

"**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:

- (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 and by Full Title Guarantee 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, sublessees, 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;

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 or a limited liability partnership, 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 22.4.21 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 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 **FLAT 3 GWEL - Y - TYCYN TREARNU**
BAY ANGLESEY LL65 2YZ

* as registered at the Land Registry under Title Number

*

* as comprised in **A LEASE DATED THE 22nd April 2021 made between AMP CONSTRUCTION & GROUNDSWORKS (1) APL PROPERTY LTD (2)**
[include parties and date of conveyance/transfer or lease where property is unregistered]

* Delete as relevant

CLAIM NO. CR-2023-MAN-001510
IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS IN MANCHESTER
COMPANY AND INSOLVENCY LIST (ChD)



CR-2023-MAN-001510

IN THE MATTER OF APL PROPERTY LTD
AND IN THE MATTER OF THE COMPANIES ACT 2006

Before: District Judge Richmond

Date: on 06 December 2023

B E T W E E N :

APL PROPERTY LTD

Claimant

- and -

-

Defendant

ORDER

UPON THE APPLICATION by Part 8 Claim Form dated 24th October 2023 of the Claimant whose registered office is situate at Groesynydd House, 1 Cwrt Y Groes, Tyn Y Groes, Conwy, United Kingdom, LL3

AND UPON READING the written evidence filed

AND UPON HEARING counsel for the Claimant

AND UPON THE COURT being satisfied that the omission to deliver to the Registrar of Companies pursuant to Section 859A(3) of the Companies Act 2006 the below-mentioned Legal Charge together with Section 859D statement of particulars was due to inadvertence and that it is just and equitable to grant relief pursuant to Section 859F of the Act

IT IS ORDERED THAT:

1. The time for delivering to the Registrar of Companies for registration the Legal Charge dated 22nd April 2021 and made between the Claimant of the one part and Monmouthshire Building Society of the other part (whereby Flat 3 Gwel T Tywyn Lon Street, Ffraid, Trearddur Bay, Holyhead, Gwynedd, LL65 2YZ was charged to secure repayment of the sum of £111,000 at 3.95% together with the Section 859D statement of particulars be and the same is hereby extended to 21 days from the date of this Order is sealed.
2. The Claimant do deliver an office copy of this Order to the Registrar of Companies.
3. This Order is without prejudice to the rights of any person acquired between the date of the creation of the legal mortgage dated 22nd April 2021 and the date of its actual registration.



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11662495

Charge code: 1166 249 5 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd April 2021 and created by APL PROPERTY LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th January 2024 .

Given at Companies House, Cardiff on 8th January 2024



Companies House



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