

# MG01

## Particulars of a mortgage or charge



00099213

A fee is payable with this form  
We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☐ **What this form is NOT for**  
You cannot use this form to register  
particulars of a charge on a  
company. To do this, please use  
form MG01s

TUESDAY



LD3 25/10/2011 17  
COMPANIES HOUSE

### 1 Company details

Company number 0 6 4 3 7 1 4 1  
Company name in full HERONSLEA PROPERTY LIMITED

**A** For official use  
→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals.  
All fields are mandatory unless  
specified or indicated by \*

### 2 Date of creation of charge

Date of creation <sup>d</sup>2 <sup>d</sup>1 <sup>m</sup>1 <sup>m</sup>0 <sup>y</sup>2 <sup>y</sup>0 <sup>y</sup>1 <sup>y</sup>1

### 3 Description

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Legal Charge ("Charge")

### 4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All monies, obligations, debts and liabilities whatsoever, whether for  
principal interest or otherwise, in whatever currency, which may now  
or at any time in the future be due owing or incurred by the Borrower  
to the Lender whether present or future, actual or contingent and  
whether alone, severally or jointly as principal guarantor, surety or  
otherwise and in whatever name or style and whether on any current  
or other account or in any other manner whatsoever and including  
without limitation, all Expenses together with Interest computed on all  
Secured Liabilities on the basis specified in clause 2.2 of the Charge  
("Secured Liabilities") Clause 2.2 of the Charge states

"2.2 If the Borrower fails to pay to the Lender or to discharge any  
Secured Liability for which it is liable when due, the Borrower shall  
pay to the Lender on demand Interest on such Secured Liability until  
payment or discharge on the following basis

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

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#### Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

2 2 1 in the case of Expenses, from the date on which the relevant Expense was incurred, and  
2 2 2 in the case of any other Secured Liability, from the date on which the Secured Liability became  
due "

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### Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Wood Hall Investments Limited	
Address	Wood Hall Lane, Shenley, Radlett, Hertfordshire	
Postcode	W D 7 9 A A	
Name		
Address		
Postcode		

**6**

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>The Borrower charges to the Lender with Full Title Guarantee as continuing security for the payment and discharge of the Secured Liabilities</p> <p>1 by way of legal mortgage, the Property and the proceeds of sale, lease or other disposition of the Property,</p> <p>2 by way of first fixed charge all the plant, machinery and fixtures and fittings of the Borrower at the Property, present and future,</p> <p>3 by way of first fixed charge all furniture, furnishings, equipment, tools and other chattels of the Borrower at the Property, present and future, not regularly disposed of in the ordinary course of business, and</p> <p>4 by way of first fixed charge all the goodwill affecting the Property and the Charged Assets, present and future</p> <p>As further security for the payment and repayment of the Secured Liabilities the Borrower with Full Title Guarantee assigns to the Lender</p> <p>1 the benefit to the Borrower of all rights and claims to which the Borrower is now or in the future becomes entitled in relation to the Property,</p> <p>2 the benefit of any and all policies of insurance and of all rights and claims to which the Borrower is now, or may in the future become entitled in connection with them or the proceeds of any claim under such policies,</p> <p>3 the benefit of the Borrower's rights, now or in the future, to recover any VAT on any supplies made to it from any VAT charged, or to be charged on supplies made or to be made by it and any sum so recovered,</p> <p>4 the benefit of each of the personal covenants given or contained in any Lease, and any guarantees given in respect of the performance and observance of the tenant's covenants contained in any Lease,</p> <p>5 the benefit of the guarantees, warranties and representations given or made by and any rights or remedies against all or any of the architects, quantity surveyors and consulting engineers, suppliers and manufacturers and other professionals and persons now, or at any time appointed or engaged in respect of the Property, including the right to prosecute in the name of the Borrower any proceedings against such persons in respect of such matters and the benefit of all sums recovered</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>in any proceedings against all or any such persons, and</p> <p>6 all rights of copyright vested in the Borrower from time to time, and any plans and specifications prepared in connection with the Property together with any express or implied licence of the Borrower to use any such plans and specifications, the copyright of which is not vested in the Borrower</p> <p>The Borrower shall not create or permit to subsist or arise, any Encumbrance or any right or option on the Property or any part thereof or on any of the other Charged Assets</p> <p><b>DEFINITIONS</b></p> <p><b>Borrower</b> Heronslea Property Limited (company number 06437141) whose registered office is at Finsgate, 5-7 Cranwood Street, London EC1V,</p> <p><b>Charge</b> this legal charge and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to or in accordance with terms of this legal charge,</p> <p><b>Charged Assets</b> the Property and other assets which are charged under this Charge,</p> <p><b>Encumbrance</b> any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring a priority of payment,</p> <p><b>Expenses</b> all interest, commission fees, and legal and other costs, charges and expenses including VAT which the Lender or any Receiver may charge or incur,</p> <p><b>Facility Documents</b> any facility letter, loan agreement or other document relating to some or all of the Secured Liabilities, together with this Charge and any other security document</p> <p><b>Full Title Guarantee</b> has the meaning given by the Law of Property (Miscellaneous Provisions) Act 1994,</p> <p><b>Interest</b> interest at the rate referred to in the Facility Documents (after as well as before any demand made or judgment obtained or the liquidation or administration of the Borrower) payable upon such days as the Lender may from time to time determine and such interest shall be compounded in the event of it not being punctually paid with quarterly rests in accordance with the usual practice of the Lender, but without prejudice to the right of the Lender to require payment of such interest when due,</p> <p><b>Lease</b> any lease, sublease, underlease, agreement for lease, tenancy agreement, licence and any other rights of occupation of the Property,</p> <p><b>Lender</b> Wood Hall Investments Limited (registered in England with number 03823754) whose registered office is at Wood Hall Lane, Shenley, Radlett, Hertfordshire, WD7 9AA,</p> <p><b>Property</b> all that the freehold property known as First Place Nursery, Cobden Hill, Radlett WD7 7JL registered at the Land Registry with title number HD159657,</p> <p><b>Receiver</b> any administrator, receiver and/or manager (and, if permitted by law, and administrative receiver) and any substitute for any such person and whether appointed under this Charge or pursuant to any Act or otherwise</p>	

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## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b> Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered	
Commission allowance or discount	Nil	
<b>8</b>	<b>Delivery of instrument</b> You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)  We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)	
<b>9</b>  Signature	<b>Signature</b> Please sign the form here  <div style="border: 1px solid black; padding: 5px;">           Signature  <div style="display: flex; justify-content: space-between; align-items: center;"> <span>X</span> <span><i>Sladgate LLP.</i></span> <span>X</span> </div> </div> This form must be signed by a person with an interest in the registration of 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Rishi Solan**

Company name **Fladgate LLP**

Address **16 Great Queen Street**

Post town **London**

County/Region

Postcode **W C 2 B 5 D G**

Country **United Kingdom**

DX **37971 Kingsway**

Telephone **020 3036 7000**



### 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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### 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**

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 NR Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 6437141  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 21  
OCTOBER 2011 AND CREATED BY HERONSLEA PROPERTY  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO WOOD HALL INVESTMENTS  
LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 25 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 OCTOBER  
2011

DX



**Companies House**  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES