### Registration of a Charge

Company name: M.M. ACQUISITIONS LIMITED

Company number: 02818596

Received for Electronic Filing: 08/12/2014



## **Details of Charge**

Date of creation: 05/12/2014

Charge code: 0281 8596 0007

Persons entitled: NATIONAL WESTMINSTER BANK PLC

Brief description: NOOK FARM, FOWLER LANE, FARINGTON MOSS, PRESTON PR25 3RJ

**REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER LA603209** 

Contains fixed charge(s).

Contains negative pledge.

## Authentication of Form

This form was authorised by: a person with an interest in the registration of the charge.

## Authentication of Instrument

Certification statement: I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT

TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL

INSTRUMENT.



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2818596

Charge code: 0281 8596 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th December 2014 and created by M.M. ACQUISITIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th December 2014.

Given at Companies House, Cardiff on 8th December 2014

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006





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

Owner: M.M. ACQUISITIONS LIMITED

Registered No: 02818596

Bank: National Westminster Bank Plc

Property: Nook Farm, Fowler Lane Farington Moss, Preston. PR25 3RJ

(Land Registry Title No: LA603209). References to Property include any part of it and the other

assets charged by Clause 2.

Date: 0 5 1/ 22 1/ 4 You must date the document

#### 1. Owner's Obligations

The Owner will pay to the Bank on demand all the Owner's Obligations. The Owner's **Obligations** are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

- 1.1 **Interest** at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank.
- any expenses the Bank or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with the Property or in taking, perfecting, protecting, enforcing or exercising any power under this deed.

#### 2. Charge

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee:

- 2.1 charges to the Bank all legal interest in the Property, by way of legal mortgage.
- 2.2 gives to the Bank a fixed charge over any other interest in the Property, all rents receivable from any lease granted of the Property, and the proceeds of any insurance affecting the Property.

#### 3. Restrictions

The Owner will not, without the Bank's consent:

- 3.1 permit or create any mortgage, charge or lien on the Property.
- 3.2 dispose of the Property.
- grant, or accept a surrender of, any lease or licence of the Property or consent to a tenant assigning or sub-letting.
- 3.4 part with or share possession or occupation of the Property.

## 12. More than One Owner

Where the Owner is more than one person the Owner's Obligations include their joint and several liabilities. References to the Owner are to them together and separately.

#### 13. Consents, Notices and Demands

Executed and Delivered as a deed by

- 13.1 All consents, notices and demands must be in writing.
- 13.2 The Bank may deliver a notice or demand to the Owner at its registered office, or at the contact details last known to the Bank.
- A notice or demand signed by an official of the Bank will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday.
- 13.4 A notice from the Owner to the Bank will be effective on receipt.

#### 14. Transfers

The Bank may allow any person to take over any of its rights and duties under this deed. The Owner authorises the Bank to give that person or its agent any financial or other information about the Owner. References to the Bank include its successors.

#### 15. Law

- 15.1 English law governs this deed and the English courts have exclusive jurisdiction.
- 15.2 For the benefit of the Bank, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed 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.

the Owner	) Direct
	Director/Secretary/Member
If there is only one signature, which m	nust be that of a Director/Member, a witness is required.
Signed by the Director/Member in the	presence of:
Witness' signature	•
Witness' name in full	
Address	
Occupation	