



Registration of a Charge

Company name: **DALY PROPERTY LTD**

Company number: **09957562**



X5MG4CGX

Received for Electronic Filing: **23/12/2016**

Details of Charge

Date of creation: **22/12/2016**

Charge code: **0995 7562 0001**

Persons entitled: **SHAWBROOK BANK LIMITED**

Brief description: **LEASEHOLD PROPERTY KNOWN AS 119 BELLS LANE, BIRMINGHAM, WEST MIDLANDS, B14 5GJ BEING ALL OF THE LAND AND BUILDINGS IN TITLE WM434903 INCLUDING ALL BUILDINGS, FIXTURES AND FITTINGS, THE RELATED RIGHTS AND THE GOODWILL.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PURE LAW LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9957562

Charge code: 0995 7562 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2016 and created by DALY PROPERTY LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2016 .

Given at Companies House, Cardiff on 28th December 2016

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



Companies House



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

Charge given by a corporate (England and Wales) - Full recourse

Borrower: Daly Property Ltd - 09957562 - 3 Avon Road, Solihull, B904RJ

Mortgagor: Daly Property Ltd - 09957562 - 3 Avon Road, Solihull, B904RJ

Lender: Shawbrook Bank Limited
Lutea House
Warley Hill Business Park
The Drive
Brentwood
Essex CM13 3BE
(registered in England and Wales number: 388466)

The Property: 119 Bells Lane,
Birmingham,
West Midlands,
B14 5QJ and as more particularly described at the Land Registry:
119 Bells Lane, Birmingham (B14 5QJ) .

Title Number: WM434903

Class of Title: Leasehold Title Absolute

1. By THIS DEED of LEGAL CHARGE, dated, *22 December 2016*

The Mortgagor charges:-

- (a) the Property described above by way of legal mortgage; and
- (b) the Related Rights and the goodwill of any business conducted from the Property by way of fixed charge; and
- (c) all present and future assets of the Mortgagor (to the extent not already charged pursuant to Clause 1(a) or (b)) by way of floating charge

with the payment and discharge of:

- (i) all monies now or at any future time due to the Lender from the person or persons named above as the Borrower under each and every Loan Agreement now or at any time made between the Lender and the Borrower; and
- (ii) all costs, charges and expenses incurred by the Lender in connection with the preservation, protection or enforcement of the Lender's rights and interests under this Charge.

2. To the extent not validly and effectively charged by way of legal mortgage pursuant to Clause 1, the Mortgagor charges by way of fixed charge any and all of its present and future rights, title and interest in the Property with the payment and discharge of the matters referred to in clause 1(i) and (ii).
3. The Lender may at any time on notice to the Mortgagor convert the floating charge referred to in Clause 1(c) into a fixed charge as regards all or any asset specified in such notice. Furthermore, the said floating charge will automatically convert into a fixed charge upon the occurrence of a Termination Event.
4. This Charge is made for securing further advances although the Lender is not, as at the date of this Charge, obliged to make any further advances.
5. The Mortgagor applies to HM Chief Land Registrar to enter the following restriction in the Proprietorship Register of Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Shawbrook Bank Limited referred to in the charges register".
6. This Charge is granted by the Mortgagor to the Lender on the Shawbrook Bank Limited Commercial Mortgage Terms and Conditions (26/06/15) and the Mortgagor agrees to those Terms and Conditions.

THIS CHARGE has been executed as a deed on the date written on the first page of this Charge.

EXECUTION PAGE

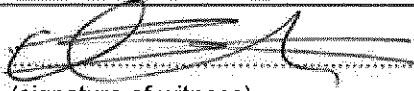
WARNING:

THIS IS AN IMPORTANT LEGAL DOCUMENT. YOUR PROPERTY IS AT RISK IF PAYMENTS ARE NOT MADE TO THE LENDER WHEN DUE, OR IF THERE IS SOME OTHER TERMINATION EVENT, IN ACCORDANCE WITH THE TERMS OF THIS DOCUMENT. YOU SHOULD CONSIDER TAKING INDEPENDENT LEGAL ADVICE FROM A SOLICITOR BEFORE YOU SIGN THIS CHARGE DEED.

Mortgagor
EXECUTED AS A DEED by
Daly Property Ltd acting by

Mr Tony Patrick Daly, a director of the company: 
(Director signature)

In the presence of:

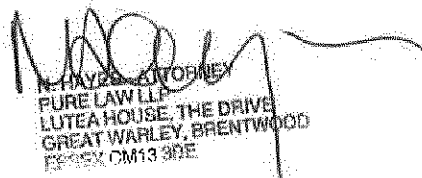
Witness:	 (signature of witness)
Name:	WILLIAM KEY (block capitals)
Address:	4 DRURY LANE SOLIHULL B91 3BD
Occupation:	SOLICITOR.

Lender

Signed by

Shawbrook Bank Limited

Acting by its attorney


N. HAYES, ATTORNEY
PURE LAW LLP
LUTEA HOUSE, THE DRIVE
GREAT WARLEY, BRENTWOOD
ESSEX CM13 3DE

