



**Registration of a Charge**

Company name: **SHELBY DEVELOPMENTS LTD**

Company number: **11554352**



XA2F4J1S

Received for Electronic Filing: **14/04/2021**

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**Details of Charge**

Date of creation: **08/04/2021**

Charge code: **1155 4352 0002**

Persons entitled: **SHAWBROOK BANK LIMITED**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS 37-55 CAMDEN STREET, BIRMINGHAM B1 3BP AND AS MORE PARTICULARLY DESCRIBED AT THE LAND REGISTRY: (1) 37-39 CAMDEN STREET, BIRMINGHAM B1 3BP AND REGISTERED WITH TITLE ABSOLUTE UNDER TITLE NUMBER WK192531; (2) 41-43 CAMDEN STREET, BIRMINGHAM B1 3BP AND REGISTERED WITH TITLE ABSOLUTE UNDER TITLE NUMBER WK125929; AND (3) LAND ON THE SOUTH SIDE OF CAMDEN STREET, HOCKLEY, BIRMINGHAM AND REGISTERED WITH TITLE ABSOLUTE UNDER TITLE NUMBER WM510093.**

**Contains fixed charge(s).**

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**Authentication of Form**

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

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**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: **BRECHER LLP**



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

Company number: 11554352

Charge code: 1155 4352 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th April 2021 and created by SHELBY DEVELOPMENTS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th April 2021 .

Given at Companies House, Cardiff on 15th April 2021

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:** Shelby Developments Ltd - 11554352 – The Coach House, The Square, Sawbridgeworth, Hertfordshire CM21 9AE

**Mortgagor:** Shelby Developments Ltd - 11554352 – The Coach House, The Square, Sawbridgeworth, Hertfordshire CM21 9AE

**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:** 37-55 Camden Street, Birmingham B1 3BP and as more particularly described at the Land Registry:

(1) 37-39 Camden Street, Birmingham B1 3BP

(2) 41-43 Camden Street, Birmingham B1 3BP

(3) Land on the south side of Camden Street, Hockley, Birmingham

**Title Number:** The whole of the following Title Number(s)  
(1) WK192531  
(2) WK125929  
(3) WM510093

**Class of Title:** (1) Freehold Title Absolute  
(2) Freehold Title Absolute  
(3) Freehold Title Absolute

1. **By THIS DEED of LEGAL CHARGE**, dated 8 April 2021

The Mortgagor charges with full title guarantee and as a continuing security:-

- (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,

with the payment and discharge of:

- (i) all monies now or at any time due, owing or payable in any manner whatsoever to the Lender from the person or persons named above as Borrower whether actually or contingently and whether solely or jointly with one or more persons and whether as a borrower or a mortgagor or a guarantor or in any other capacity and including, without limitation, all sums due and payable under any 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. 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.
4. The Mortgagor applies to the 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 { 8 April 2021 } in favour of Shawbrook Bank Limited referred to in the charges register".
5. This Charge is granted by the Mortgagor to the Lender on the Shawbrook Bank Limited Commercial Mortgage Terms and Conditions (17/02/2020) ("**Terms and Conditions**") which are hereby incorporated into this Charge and the Mortgagor agrees to those Terms and Conditions as subsequently amended, supplemented and/or varied from time to time.
6. Should there be any conflict between this Legal Charge and the facility agreement between the Borrower and the Lender dated on or around the date of this document (the "**Facility Agreement**") then the provisions of the Facility Agreement shall prevail.

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

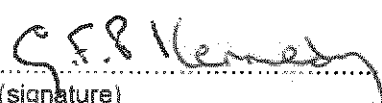
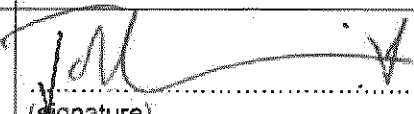
EXECUTION PAGE

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  
Shelby Developments Ltd acting by  
two directors or a director and its secretary

Director	 (signature)
Full Name: (IN BLOCK CAPITALS)	CAVIN FRANCIS PATRICK KENNEDY
Director/Company Secretary	 (signature)
Full Name: (IN BLOCK CAPITALS)	JOHN KENNEDY

Lender

Signed by  
Shawbrook Bank Limited  
acting by its attorney

Brecher UP with authority