



**Registration of a Charge**

Company name: **WARRINGTON UK HOLDINGS LIMITED**

Company number: **08561154**



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Received for Electronic Filing: **01/09/2020**

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**Details of Charge**

Date of creation: **19/08/2020**

Charge code: **0856 1154 0006**

Persons entitled: **MIDLANDS TRAFFIC MANAGEMENT HOLDINGS LTD**

Brief description: **THE FREEHOLD PROPERTY BEING SHENSTONE COURT MUCKLOWS HILL HALESOWEN AND REGISTERED AT HM LAND REGISTRY WITH TITLE ABSOLUTE UNDER TITLE NUMBERS WM737697, MM15415 AND WM751431.**

**Contains negative pledge.**

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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: **NICOLA PEARCE**



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

Company number: 8561154

Charge code: 0856 1154 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th August 2020 and created by WARRINGTON UK HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st September 2020 .

Given at Companies House, Cardiff on 2nd September 2020

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

# HM Land Registry

## Legal charge of a registered estate

# CH1

This form should be accompanied by either Form AP1 or Form FR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) of the property: WM737697, MM15415, WM751431
2	Property: Shenstone Court Mucklows Hill Halesowen
3	Date: 19th August 2020
4	Borrower: Warrington UK Holdings Limited  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 08561154 <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
5	Lender for entry in the register: Midlands Traffic Management Holdings Ltd  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 10665365 <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

**6 Lender's intended address(es) for service for entry in the register:**

1. Hereward Rise Halesowen West Midlands B62 8AN
2. Copperfield Lodge Bliss Gate Rock Kidderminster DY14 9YG

**7 The borrower with**

- ☒ full title guarantee
- ☐ limited title guarantee

charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9

- 8** ☐ The lender is under an obligation to make further advances and applies for the obligation to be entered in the register
- ☐ The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:

**9 Additional provisions**

1. a) This charge by way of statutory mortgage is to secure the sum of Eight Hundred Thousand Pounds (£800,000.00) ("the Loan") today lent by the Lender to the Borrower on the terms of a Finance Agreement dated 2020 made between the Lender (1) Timothy Robin Warrington and Claire Warrington (2) the Borrower (3) ("the Finance Agreement") and any other advances and other amounts referred to therein

2. The Borrower hereby covenants with the Lender as follows:-

- a) To pay all property taxes and comply with any covenants affecting the said Property.
- b) To observe the terms of the said Finance Agreement.
- c) Not to transfer the Property or part thereof to any other person or cause any other person to be the registered proprietor of the Property without the written consent of the Lender such consent not to be unreasonably withheld or delayed.
- d) Not to create any further charges on the Property without the written consent of the Lender, such consent not to be unreasonably withheld or delayed.
- e) To keep the Property and any dwellings or buildings being erected on it fully and appropriately insured including for Third Party and Employers liability.

3. a) Section 103 of the Law of Property Act 1925

Shall not apply to this Deed.

b) The Statutory and other powers of sale and appointing a receiver shall become exercisable by the Lender without notice to the Borrower immediately on the happening of any Event or Default as defined in the Finance Agreement.

4. a) If the Borrower fails to perform or observe any of their obligations under this Deed the Lender shall be entitled but not obliged to exercise their powers conferred by section 101 of the Law of Property Act 1925 as they think fit in or towards making good the Borrowers default without becoming liable as Mortgagee in Possession and for that purpose to enter the Property.

b) All money paid to the Lender in the exercise of the rights under this Deed shall be money properly paid by them and the Borrower shall pay them to the Lender on demand with interest at the rate of interest defined as the Discount Rate in the Finance Agreement from the date of payment by the Lender until the date of payment by the Borrower.

c) The Borrower irrevocably appoints the Lender as their Attorney to execute any documents or do anything which is required for any purpose of this document or the exercise or enforcement of any of the Lender's rights and remedies under it.

d) If the Lender enters into possession of the Property or any part of it they may from time to time at pleasure go out of such possession and shall not be liable to account as Mortgagee in Possession when in fact out of possession if notice of such fact is within 7 days after its happening served on the Borrower

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

## 10 Execution

Executed as a Deed by  
Midlands Traffic Management Holdings Ltd  
acting by  
**Robert Malcolm Shimwell** as Director

.....  
in the presence of:

Signature of witness .....

Name (in BLOCK CAPITALS) .....

Address .....

.....

Signed as Deed by  
Warrington UK Holdings Limited  
Acting by  
Timothy Robin Warrington as Director



.....  
in the presence of:

Signature of witness .....  .....

Name (in BLOCK CAPITALS) NICOLA PEARCE

Address Thursfields Solicitors

Mevius House, Steelcote  
Road, Halesowen B62 8HD.

**WARNING**

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.