



**Registration of a Charge**

Company Name: **DIGNITY FUNERALS LIMITED**

Company Number: **00041598**



Received for filing in Electronic Format on the: **17/05/2023**

XC3R75QQ

**Details of Charge**

Date of creation: **10/05/2023**

Charge code: **0004 1598 0778**

Persons entitled: **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED AS SECURITY TRUSTEE**

Brief description: **FREEHOLD INTEREST IN PREMISES KNOWN AS THE CUSTOM HOUSE, 16 CLEETHORPE ROAD AND CAR PARK (FORMERLY KNOWN AS PLOTS 9 AND 10 PRINCE ALBERT GARDENS) GRIMSBY DN31 3LB (AS THE SAME IS REGISTERED UNDER TITLE NUMBERS HS166247 AND HS241851) TOGETHER WITH ALL BUILDINGS, FIXTURES, FITTINGS AND FIXED PLANT FROM TIME TO TIME SITUATED ON OR FORMING PART OF THE SAME**

**Contains fixed charge(s).**

**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.**

Certified by:

**SIMON HAMBLBY**



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

Company number: 41598

Charge code: 0004 1598 0778

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th May 2023 and created by DIGNITY FUNERALS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th May 2023 .

Given at Companies House, Cardiff on 18th May 2023

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**

DATED

10 May 2023

**DIGNITY FUNERALS LIMITED**

**AND**

**BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED  
AS SECURITY TRUSTEE**

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**MORTGAGE**

**SUPPLEMENTAL TO THE DEBENTURE (THE  
"DEBENTURE") DATED 20 DECEMBER 2002 BETWEEN  
DIGNITY (2002) LIMITED AND THE OTHER CHARGORS  
THEREUNDER AND THE SECURITY TRUSTEE, AS  
AMENDED AND RESTATED ON 11 APRIL 2003, 27  
SEPTEMBER 2010, 30 JULY 2013 AND 17 OCTOBER 2014**

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To: the Chief Land Registrar. Note: This deed contains (in Clause 3 (*Request to the Chief Land Registrar*)) an application to enter a restriction on the Proprietorship Register) and (in Clause 5 (*Further Advances*)) an application to enter a notice on the Charges Register

I certify that save for material redacted pursuant to  
Section 859G of the Companies Act 2006 this is a  
true, complete and correct copy of the original instrument.

Dated

17 May 2023

SL (JIMON HARTLEY, SOLICITOR, DIGNITY PLC)

THIS DEED is dated

10<sup>th</sup> May 2023

between:

1. **DIGNITY FUNERALS LIMITED** (company number 41598 England) whose registered office is situated at 4 King Edwards Court, King Edwards Square, Sutton Coldfield, West Midlands, B73 6AP ("Chargor"); and
2. **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED** (company number 02631386 England) whose registered office is situated at 1 Canada Square, London, E14 5AL as security trustee ("Security Trustee").

IT IS AGREED as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Incorporation of Defined Terms

- (a) Unless otherwise stated herein, terms defined in the Debenture shall have the same meaning in this Deed.
- (b) The principles of construction set out in the Debenture shall have effect as if set out in this Deed.

### 1.2 Definitions

In this Deed:

"**Mortgaged Property**" means:

- (a) in relation to the Chargor, the properties situated in England and Wales listed in Appendix 1 (*APPENDIX 1: Details of Mortgaged Property*); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such properties.

and includes all Related Rights.

"**Related Rights**" means, in relation to any asset,

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

## **2. FIXED SECURITY**

### **2.1 Fixed Security**

The Chargor hereby charges with full title guarantee in favour of the Security Trustee as security trustee for the Obligor Secured Creditors with the payment and discharge of the Secured Sums, by way of legal mortgage all the Chargor's right, title and interest from time to time in the Mortgaged Property other than any of the Related Rights in respect of the Mortgaged Property assigned pursuant to clause 2.2 (*Assignments*) below.

### **2.2 Assignments**

The Chargor hereby assigns with full title guarantee by way of security to the Security Trustee as security trustee for the Obligor Secured Creditors with the payment and discharge of the Secured Sums all the Chargor's rights, title and interest from time to time in and to (to the extent not validly and effectively charged by way of legal mortgage pursuant to clause 2.1 (*Fixed Security*)) and subject to obtaining any necessary consent to such assignment from any third party) all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future in order to enable the Security Trustee to protect its rights thereunder or under this Deed) entered into by or given to the Chargor in respect of the Mortgaged Property, including all:

- (a) claims, remedies, awards or judgments paid or payable to the Chargor (including, without limitation, all liquidated and ascertained damages payable to the Chargor in respect of the items referred to); and
- (b) guarantees, warranties, bonds and representations given or made by, and any rights or remedies against any designer, builder, contractor, professional advisers, sub-contractor, manufacturer, supplier or installer or any fixture, fitting, fixed plant or machinery,

relating to all or any part of the Mortgaged Property.

## **3. REQUEST TO THE CHIEF LAND REGISTRAR**

The Chargor hereby applies to the Chief Land Registrar to enter the following restriction in the Proprietorship register of any property which is, or is required to be, registered forming part of the Mortgaged 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 BNY Mellon Corporate Trustee Services Limited referred to in the charges register."

## **4. NOTICES OF ASSIGNMENT**

The Chargor shall deliver (or procure the delivery of) notices of assignment to the Security Trustee duly executed by, or on behalf of, the Chargor in respect of any asset which is the subject of an assignment pursuant to clause 2.2 (*Assignments*) promptly and in any event within seven days upon the request of the Security Trustee from time to time and shall use all reasonable endeavours to procure that notice is acknowledged by the obligor or debtor specified by the Security Trustee.

**5. FURTHER ADVANCES**

- 5.1 Each Obligor Secured Creditor is under an obligation to make further advances to the Obligors and that obligation will be deemed to be incorporated into this Mortgage as if set out in this Mortgage.
- 5.2 The Chargor, in respect of the Mortgaged Property owned by it or registered in its name, hereby applies to the Chief Land Registrar to enter a note of the obligation to make further advances on the Charges register of any registered land forming part of the Mortgaged Property.

**6. DELIVERY OF TITLE DOCUMENTS**

Except as otherwise expressly agreed by the Security Trustee in writing, the Chargor shall upon the execution of this Deed deliver (or procure delivery) to the Security Trustee (or such other party as the Security Trustee may agree) of, and the Security Trustee shall be entitled to hold and retain, all deeds, certificates and other documents of title relating to the Mortgaged Property.

**7. RELEASE OF SECURITY**

**7.1 Redemption of Security**

Upon the Secured Sums being discharged in full and none of the Obligor Secured Creditors being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargors or any other person under any Obligor Transaction Documents, the Security Trustee shall, at the request and cost of the Chargor, release and cancel the security constituted by this Deed and procure the reassignment to the Chargor of the property and assets assigned to the Security Trustee pursuant to this Deed, in each case subject to clause 7.2 (*Avoidance of Payments*) and without recourse to, or any representation or warranty by, the Security Trustee or any of its nominees.

**7.2 Avoidance of Payments**

If the Security Trustee considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Deed and the security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid.

**8. THIRD PARTY RIGHTS**

A person who is not a party to this Deed shall have no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

**9. GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

**10. COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Any party may enter into this Deed by signing any such counterpart.

**THIS DEED** has been entered into as a deed on the date stated at the beginning of this Deed.

**APPENDIX 1 : DETAILS OF MORTGAGED PROPERTY**

Address	Tenure	Title Numbers
The Custom House, 16 Cleethorpe Road, and car park (formerly known as Plots 9 and 10 Prince Albert Gardens) Grimsby, DN31 3LB	Freehold	HS166247 & HS241851

Executed as a deed by **DIGNITY**  
**FUNERALS LIMITED** acting by its lawful  
attorney in the presence of a witness

)  
)  
)  
)

Signature

Attorney

Witness Signature

Name (block capitals)

Witness name

Witness address

4 King Edwards Court  
King Edwards Square  
Sutton Coldfield  
W. Midlands B73 6AP

Witness occupation

FLEET MANAGER