

MR01

Particulars of a charge

704540/23

ulaserform



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A fee is be payable with
Please see 'How to pay'

THURSDAY



A23 *A6BITJEJ* #32
27/07/2017
COMPANIES HOUSE

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☐ **What this form is NOT**
You may not use this form to
register a charge where
instrument. Use form M

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1

Company details

Company number 0 9 9 5 8 9 9 8
Company name in full DG Enterprises (NE) Limited

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date 2 0 0 7 2 0 1 7

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name Signtime Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

Unit 19 Leaside, Aycliffe Business Park, Newton Aycliffe, Co Durham, DL5 6DE (Leasehold)

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X



X

This form must be signed by a person with an interest in the charge.

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Andrew Burnham

Company name Evans & Co Solicitors

Address 33 Cheapside

Post town Spennymoor

County/Region County Durham

Postcode D L 1 6 6 Q F

Country United Kingdom

DX

Telephone 01388815317



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9958998

Charge code: 0995 8998 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th July 2017 and created by DG ENTERPRISES (NE) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th July 2017.

Given at Companies House, Cardiff on 2nd August 2017

②



Companies House



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

DATED 20th July 2017

DG ENTERPRISES (NE) LIMITED (1)

AND

SIGNTIME LIMITED (2)

LEGAL MORTGAGE

relating to

Leasehold Property - Unit 19 Leaside Aycliffe Business Park
Newton Aycliffe Co Durham DL5 6DE

We hereby certify this to be a true copy of the original.

Signed



Dated

25/7/17.

Evans & Co
SOLICITORS
33a Cheapside, Spennymoor
Co. Durham DL16 6QJ
Telephone: (01388) 815317
Fax: (01388) 811605

THIS MORTGAGE is dated the 20th day of July 2017

PARTIES

37-38 Market Street, Ferryhill, DL17 0HH

(1) (**Borrower**) DG ENTERPRISES (NE) LIMITED of A (CRN: 9958998)

(2) (**Lender**) SIGNTIME LIMITED of Unit 4c Dean & Chapter Industrial Estate
Ferryhill Co Durham DL17 8LN (CRN: 04188853)

BACKGROUND

- (A) The Lender has agreed to provide the Borrower with the Loan on a secured basis.
- (B) The Borrower is the owner of the Property.
- (C) This mortgage provides security which the Borrower has agreed to give the Lender for the Loan.
- (D) The Loan will be repaid on the Repayment Date.
- (E) The parties wish to take advantage of one of the exclusions/exemptions set out in the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, (SI2001/544) (RAO).

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this mortgage.

Definitions:

Business Day: a day other than a Saturday, Sunday or a public holiday in England when banks in London are open for business.

Encumbrance: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

Event of Default: any event or circumstance listed in Schedule 5

Final Payment Date: the date specified in Schedule 6 for repaying the loan.

Loan: the sum of EIGHTY FIVE THOUSAND POUNDS (£85,000.00) plus interest at the rate of six percent per annum

LPA 1925: the Law of Property Act 1925.

Property: the leasehold property owned by the Borrower described in Schedule 1.

Repayment Date: the date specified in Schedule 6 for repaying the Loan.

Secured Liabilities: all present and future monies, obligations and liabilities owed by the Borrower to the Lender under or in connection with the Loan and this mortgage.

Security Period: the period starting on the date of this mortgage and ending on the date on which all the Secured Liabilities have been *unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.*

VAT: value added tax chargeable under the Value Added Tax Act 1994.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this mortgage and references to paragraphs are to paragraphs of the relevant Schedule.

A reference to **this mortgage** (or any provision of it) or to any other document referred to in this mortgage is a reference to this legal mortgage, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties.

A reference to a **person** includes a natural person, corporate or unincorporated body, or any state or any agency of any person.

A reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly).

Clause, Schedule and paragraph headings shall not affect the interpretation of this mortgage.

A reference in this mortgage to a charge or mortgage of, or over, the Property includes:

- (a) all buildings and fixtures and fittings which are situated on, or form part of, the Property at any time;
- (b) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

The Schedules form part of this mortgage and shall have effect as if set out in full in the body of this mortgage. Any reference to this mortgage includes the Schedules.

2. LOAN

The Lender provides to the Borrower, the Loan, on the terms and subject to the conditions of this mortgage.

3. PURPOSE OF LOAN

The Borrower shall use the Loan to purchase the Property.

4. COVENANT TO PAY

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities on the Repayment Date or, if earlier, on an Event of Default.

5. GRANT OF SECURITY

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower charges the Property, with full title guarantee, to the Lender by way of legal mortgage.

6. PERFECTION OF SECURITY

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the 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 the 20th day of July, 2017 in favour of Signtime Limited referred to in the charges register or their solicitor"

7. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender in the terms set out in Schedule 2 on each day during the Security Period.

8. COVENANTS

The Borrower covenants with the Lender in the terms set out in Schedule 3.

9. POWERS OF THE LENDER

The Lender shall have the powers set out in Schedule 4.

10. ENFORCEMENT OF SECURITY

10.1 When security becomes enforceable

The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this mortgage) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this mortgage, but the Lender shall not exercise such power of sale or other powers until an Event of Default occurs (whether or not such an Event of Default is still continuing) whereupon it shall become immediately exercisable.

10.2 When statutory powers arise

Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this mortgage.

11. COSTS

The Borrower shall pay to, or reimburse the Lender on demand, on a full indemnity basis, all costs and liabilities incurred by the Lender, in relation to:

This mortgage on the Property.

Suing for, or recovering, any of the Secured Liabilities.

Including, without limitation, the costs of any proceedings in relation to this mortgage or the Secured Liabilities or incurred in or suffered by any default or delay by the Borrower in performing any of its obligations under this mortgage.

12. RELEASE

On the expiry of the Security Period (but not otherwise), the Lender shall, take whatever action is necessary to release the Property from the security constituted by this mortgage.

13. ASSIGNMENT AND TRANSFER

The Borrower may not assign any of its rights, or transfer any of its obligations, under this mortgage or enter into any transaction which would result in any of those rights or obligations passing to another person.

14. CONTINUING SECURITY

14.1 Continuing security

This mortgage shall remain in full force and effect as a continuing security for the Secured Liabilities unless and until the Lender discharges this mortgage in writing.

14.2 Rights cumulative

The rights and remedies of the Lender provided under this mortgage are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to, and not exclusive of, any rights and remedies provided by law.

14.3 Waivers

Any waiver of any right or remedy by the Lender under this mortgage or by law is only effective if given in writing and signed by the Lender and shall not be deemed a waiver of any other breach or default. It applies only in the circumstances for which it is given, and shall not prevent the Lender from subsequently relying on the relevant provision.

14.4 Further exercise of rights

No act or course of conduct or negotiation by or on behalf of the Lender shall, in any way, preclude the Lender from exercising any right or power under this mortgage or constitute a suspension or variation of any such right or power.

14.5 Delay

No delay or failure to exercise any right or power under this mortgage shall operate as a waiver.

15. COUNTERPARTS

This mortgage may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.

16. NOTICES

Any notice or other communication given under, or in connection with, this mortgage must be in writing.

Any notice or other communication given or delivered under this mortgage must be:

- (a) delivered by hand;
- (b) sent by pre-paid first-class post or other next working day delivery service;

Any notice or other communication to be given or delivered under this mortgage must be sent to the relevant party as follows:

- (c) to the Borrower at:

[]

- (d) to the Lender at:

[]

or as otherwise specified by the relevant party by notice in writing to each other party.

Any notice or other communication that the Lender gives to the Borrower under, or in connection with, this mortgage will be deemed to have been received:

- (e) if delivered by hand, at the time it is left at the relevant address;
- (f) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting;

A notice or other communication given as described in clause 16(e) on a day which is not a Business Day, or after normal business hours, in the

place it is received, shall be deemed to have been received on the next Business Day.

Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

A notice or other communication given under or in connection with this mortgage is not valid if sent by e-mail.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17. GOVERNING LAW

This mortgage and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18. JURISDICTION

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

19. THIRD PARTY RIGHTS

A person who is not a party to this mortgage shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this mortgage.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Property

ALL THAT Leasehold Property known as Unit 19 Leaside Aycliffe Business Park Newton Aycliffe Co Durham comprised in a Lease dated 3rd June 2016 and made between The Prudential Assurance Company Limited (1) Signtime Limited (2) which is registered at H.M. Land Registry under Title No. DU 357200.

Schedule 2 Representations and warranties

1. OWNERSHIP OF PROPERTY

The Borrower is the legal and beneficial owner of the Property and has good and marketable title to the Property.

2. NO ENCUMBRANCES

The Property is free from any Encumbrances other than the Encumbrance created by this mortgage.

3. ADVERSE CLAIMS

The Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Property or any interest in it.

4. NO BREACH OF LAWS

There is no breach of any law or regulation which materially adversely affects the Property.

5. NO INTERFERENCE IN ENJOYMENT

No facility necessary for the enjoyment and use of the Property is subject to terms entitling any person to terminate or curtail its use.

6. NO OVERRIDING INTERESTS

Nothing has arisen, has been created or is subsisting which would be an overriding interest in the Property.

7. AVOIDANCE OF SECURITY

No Encumbrance expressed to be created under this mortgage is liable to be avoided, or otherwise set aside, on the bankruptcy of the Borrower or otherwise.

8. NO PROHIBITIONS OR BREACHES

There is no prohibition on the Borrower assigning its rights in the Property and the entry into this mortgage by the Borrower does not and will not constitute a breach of any policy, agreement, document or instrument binding on the Borrower or its assets.

Schedule 3 Covenants

Part 1. General covenants

1. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Borrower shall not at any time, except with the prior written consent of the Lender such consent not to be unreasonably withheld or delayed:

- (a) create or permit any Encumbrance on, or in relation to, the Property other than any Encumbrance created by this mortgage;
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner all or any part of, or any interest in, the Property; or
- (c) create or grant any interest in the Property in favour of a third party.

2. PRESERVATION OF PROPERTY

The Borrower shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Property or the effectiveness of the security created by this mortgage.

3. ENFORCEMENT OF RIGHTS

The Borrower shall use its reasonable endeavours to enforce any rights and start, continue or defend any proceedings relating to any of the Property which the Lender may reasonably require from time to time at the Lender's expense.

4. COMPLIANCE WITH LAWS

The Borrower shall comply with all laws and regulations for the time being in force relating to or affecting any Property and shall obtain and promptly renew from time to time and comply with the terms of all consents which may be necessary to enable it to preserve, maintain or renew any Property.

5. NOTICE OF BREACHES

The Borrower shall, as soon as practicable on becoming aware of any of the same, give the Lender notice in writing of any breach of

- (a) any representation or warranty set out in *Schedule 2*; and
- (b) any covenant set out in *Schedule 3*.

Part 2. Property covenants

1. REPAIR AND MAINTENANCE

The Borrower shall observe and perform the Tenants Covenants as set out in the Lease dated the 3rd day of June 2016 and made between the Prudential Assurance Company Limited (1) Signtime Limited (2)

Schedule 4 Powers of the Lender

1. POWER TO REMEDY

- 1.1 The Lender shall be entitled (but shall not be obliged) to remedy a breach at any time by the Borrower of any of its obligations contained in this mortgage. Any monies expended by the Lender in remedying a breach by the Borrower of any of its obligations contained in this mortgage shall be reimbursed by the Borrower to the Lender on a full indemnity basis.
- 1.2 In remedying any breach in accordance with paragraph 1.1 of Schedule 4, the Lender and its agents shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs or other works.

2. EXERCISE OF RIGHTS

The rights of the Lender under paragraph 1 of this Schedule 4 are without prejudice to any other rights of the Lender under this mortgage. The exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.

Schedule 5 Events of Default

1. NON-PAYMENT

The Borrower fails to pay any sum payable by it under this mortgage when due, unless its failure to pay is caused solely either by:

- 1.1 An administrative error or technical problem and payment is made within five Business Days of its due date.
- 1.2 An event (not caused by, and outside the control of, either party) that materially disrupts the systems that enable payments to be made or which otherwise prevents either or both parties from complying with their obligations under the Agreement or this mortgage.

2. NON-COMPLIANCE

The Borrower fails (other than a failure to pay) to comply with any provision of this mortgage and, if the Lender acting reasonably, considers that the default is capable of remedy, such default is not remedied within fourteen (14) Business Days of the earlier of:

- 2.1 The Lender notifying the Borrower of the default and the remedy required.
- 2.2 The Borrower becoming aware of the default.

3. MISREPRESENTATION

Any representation, warranty or statement made by the Borrower in relation to this mortgage is (or proves to have been) incomplete, untrue, incorrect or misleading when made.

4. INSOLVENCY

- 4.1 The Borrower enters into an Act of Insolvency.
- 4.2 For the purpose of this paragraph 4 an "Act of Insolvency" means any one or more of the following:
 - (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Borrower; or
 - (b) the making of an application for an administration order or the making of an administration order in relation to the Borrower; or
 - (c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents

in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Borrower; or

- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Borrower; or
- (e) the commencement of a voluntary winding-up in respect of the Borrower, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Borrower; or
- (g) the striking-off of the Borrower or any guarantor from the Register of Companies or the making of an application for the Borrower to be struck-off; or
- (h) the Borrower otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies)

Schedule 6 Repayment

1. LOAN

£85,000.00

Interest Rate – 3% per annum

Monthly repayments - £180.00 (ONE HUNDRED & EIGHTY POUNDS)

Monthly repayment figure - £587.00 (FIVE HUNDRED & EIGHTY SEVEN POUNDS)

2. REPAYMENT

The Borrower shall repay the Loan on the Repayment Dates with the final payment to be made on the Final Payment Date being the day of 2032

3 REPAYMENT DATES

180 monthly instalments on the day of each month the first payment to be made on the day of 2017


**SIGNED AS A DEED by
THE BORROWER**

in the presence of:

Witness Name:

Address:

Occupation



.....



Debra Ann Sumner

33 Chegoche

Sperry Moore COWAN DL 1260F



**SIGNED AS A DEED by
THE LENDER**

in the presence of:

Witness Name:

Address:

Occupation

.....