

103552/13
MR01

Particulars of a charge

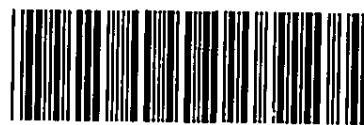


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last page

You can use the WebFiling service to file this form online.
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☒ **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 MI



LD5 31/10/2014 #99
COMPANIES HOUSE

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 0 4 6 3 8 1 6
Company name in full A Haxby & Sons (Filey) 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 d1 d7 m1 m0 y2 y0 y1 y4

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 BNY Mellon Corporate Trustee Services 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

MR01

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

Brief description

(1) LAND AT 3 BALBY ROAD, DONCASTER, SOUTH YORKSHIRE, DN4 0RA WITH TITLE NUMBER SYK458954 AND (2) LAND AT 78 ASKERN ROAD, BENTLEY, DONCASTER, SOUTH YORKSHIRE, DN5 0EW WITH TITLE NUMBER SYK193328 FOR MORE DETAILS PLEASE REFER TO 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

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 DLA PIPER UK LLP

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 Sandeep Kaur

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX 33866 Finsbury Square

Telephone 08700 111 111



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 £13 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.companieshouse.gov.uk or email enquires@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 463816

Charge code: 0046 3816 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th October 2014 and created by A.HAXBY & SONS (FILEY) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st October 2014

Qd

Given at Companies House, Cardiff on 6th November 2014



Companies House



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



DATED

17 OCTOBER 2014

(1) THE COMPANIES LISTED IN SCHEDULE 1 TO THIS DEED

(2) BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED
AS SECURITY TRUSTEE

(3) THE ROYAL BANK OF SCOTLAND PLC
ACTING AS AGENT FOR NATIONAL WESTMINSTER BANK PLC
as Working Capital Facility Provider

(4) THE ROYAL BANK OF SCOTLAND PLC
ACTING AS AGENT FOR NATIONAL WESTMINSTER BANK PLC
as Obligor Account Bank

- and -

(5) DIGNITY FUNERALS LIMITED
as Cash Administrator

**AMENDMENT AND
RESTATEMENT DEED**
relating to various Security Documents



I CERTIFY THAT SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 30 OCTOBER 2014

SIGNED DLA PIPER UK LLP
DLA PIPER UK LLP



1000

1000

1000

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THIS DEED dated 17 October 2014 and made between

- (1) **THE SEVERAL COMPANIES** named in Schedule 1 (*The Companies*) (together the "Companies" and each the "Company"),
- (2) **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED** (the "Security Trustee") in its capacity as security trustee, which expression includes its successor and/or assignors, for and on behalf of the Obligor Secured Creditors and including any successor appointed by the Obligor Secured Creditors pursuant to the Obligor Transaction Documents,
- (3) **THE ROYAL BANK OF SCOTLAND PLC**, acting as agent for National Westminster Bank Plc as working capital facility provider (the "Working Capital Facility Provider"),
- (4) **THE ROYAL BANK OF SCOTLAND PLC**, acting as agent for National Westminster Bank Plc as obligor account bank (the "Obligor Account Bank"), and
- (5) **DIGNITY FUNERALS LIMITED** (the "Cash Administrator")

1. BACKGROUND

- (a) We refer to the issuer/borrower loan agreement dated 11 April 2003 between, *inter alios*, the Companies and the Security Trustee, as amended and restated from time to time, including on or around the date of this Deed (the "Issuer/Borrower Loan Agreement")
- (b) The Obligor Secured Creditors have agreed, subject to the terms of this Deed, to make certain amendments to the Security Documents (as defined in the Issuer/Borrower Loan Agreement)
- (c) The Security Trustee is a party to this Deed to, amongst other things, receive the benefit of the confirmations set out in clause 5 (*Confirmations*) of this Deed

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Deed

Unless a contrary indication appears, terms defined in, or construed for the purposes of, the Issuer/Borrower Loan Agreement have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed)

"Amended and Restated English Mortgage" means the Amended and Restated Mortgage as set out in schedule 17 of this Deed

"Amended Borrower Share Charge" means the Borrower share charge in the form set out in schedule 2 of this Deed

"Amended D2004 Floating Charge Deed" means the D2004 floating charge in the form set out in schedule 11 of this Deed

"Amended D2004 Share Charge" means the D2004 share charge in the form set out in schedule 3 of this Deed

"Amended D2008 Share Charge" means the D2008 share charge in the form set out in schedule 4 of this Deed

"Amended D2011 Share Charge" means the D2011 share charge in the form set out in schedule 5 of this Deed

"Amended Debenture" means the debenture in the form set out in schedule 6 of this Deed

"Amended DH2 Share Charge" means the DH2 share charge in the form set out in schedule 14 of this Deed

"Amended DH3 Share Charge" means the DH3 share charge in the form set out in schedule 15 of this Deed

"Amended DHL Loan Assignment" means the DHL inter-company loan assignment agreement in the form set out in schedule 7 of this Deed

"Amended DHL Share Charge" means the DHL share charge in the form set out in schedule 8 of this Deed

"Amended DML Loan Assignment" means the DML inter-company loan assignment agreement in the form set out in schedule 13 of this Deed

"Amended DML Share Charge" means the DML share charge in the form set out in schedule 9 of this Deed **"Amended Floating Charge Deed"** means the floating charge deed in the form set out in schedule 10 of this Deed

"Amended Guarantee" means the guarantee in the form set out in schedule 12 of this Deed

"Amended Security Documents" means the Amended Borrower Share Charge, the Amended D2004 Floating Charge Deed, Amended D2004 Share Charge, the Amended D2008 Share Charge, the Amended D2011 Share Charge, the Amended Debenture, the Amended DH2 Share Charge, the Amended DH3 Share Charge, the Amended DHL Loan Assignment, the Amended DHL Share Charge, the Amended DML Loan Assignment, the Amended DML Share Charge, the Amended Floating Charge Deed, the Amended Guarantee, the Amended Security Trust Deed and the Amended and Restated English Mortgage

"Amended Security Trust Deed" means the security trust deed in the form set out in schedule 16 of this Deed

"Original Borrower Share Charge" means the share charge dated 8 April 2004 between D2004 and the Security Trustee in respect of shares in the Borrower, as amended and restated from time to time

"Original D2004 Floating Charge Deed" means the floating charge deed dated 19 March 2004 and the floating charge deed dated 21 February 2006, between D2004 and the Security Trustee, as amended and restated from time to time

"Original D2004 Share Charge" means the share charge dated 8 April 2004 between Dignity plc and the Security Trustee in respect of shares in D2004, as amended and restated from time to time

"Original D2008 Share Charge" means the share charge dated 8 November 2008 between Dignity plc and the Security Trustee in respect of shares in D2008, as amended and restated from time to time

"Original D2011 Share Charge" means the share charge dated 28 February 2011 between Dignity plc and the Security Trustee in respect of shares in D2011, as amended and restated from time to time

"Original Debenture" means the debenture dated 20 December 2002 between, *inter alios*, certain Chargors (as defined therein) and the Security Trustee, as amended and restated from time to time

"Original DH2 Share Charge" means the share charge dated 8 April 2004 between D2004 and the Security Trustee in respect of shares in DH2, as amended and restated from time to time

"Original DH3 Share Charge" means the share charge dated 8 September 2014 between Dplc and the Security Trustee in respect of shares in DH3, as amended and restated from time to time

"Original DHL Loan Assignment" means the loan assignment agreement dated 20 December 2002 between DHL and the Security Trustee, as amended and restated from time to time

"Original DHL Share Charge" means the share charge dated 20 December 2002 between DH2 and the Security Trustee in respect of shares in DHL as amended and restated from time to time

"Original DML Loan Assignment" means the loan assignment agreement dated 20 December 2002 between DML and the Security Trustee, as amended and restated from time to time

"Original DML Share Charge" means the share charge dated 20 December 2002 between DHL and the Security Trustee in respect of shares in DML, as amended and restated from time to time

"Original English Mortgages" means the legal mortgages set out in Appendix 2 of the Amended and Restated English Mortgage, as amended and restated from time to time

"Original Floating Charge Deed" means the floating charge deed dated 20 December 2002 between, *inter alios*, certain Chargors (as defined therein) and the Security Trustee, as amended and restated from time to time

"Original Guarantee" means the guarantee dated 20 December 2002 between, *inter alios*, certain Guarantors (as defined therein) and the Security Trustee, as amended and restated from time to time

"Original Security Documents" means the Original Borrower Share Charge, the Original D2004 Floating Charge Deed, the Original D2004 Share Charge, the Original D2008 Share Charge, the Original D2011 Share Charge, the Original Debenture, the Original DH2 Share Charge, the Original DH3 Share Charge, the Original DHL Loan Assignment, the Original DHL Share Charge, the Original DML Loan Assignment, the Original DML Share Charge, the Original Floating Charge Deed, the Original Guarantee, the Original Security Trust Deed and the Original English Mortgages

"Original Security Trust Deed" means the security trust deed dated 20 December 2002 between, *inter alios*, the Obligors, the Security Trustee and the Issuer, as amended and restated from time to time

"Standard Security" has the meaning given to it in the Issuer/Borrower Loan Agreement

2.2 Clauses

- (a) In this Deed, any reference to a "clause" or "schedule" is, unless the context otherwise requires, a reference to a clause or schedule of this Deed
- (b) Clause and schedule headings are for ease of reference only
- (c) A "Company", the "Security Trustee" or any other "Obligor Secured Creditor" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and in the case of the Security Trustee, any person for the time being appointed as Security Trustee in accordance with the Obligor Transaction Documents.

2.3 Continuing Obligations

Subject to the provisions of this Deed, the Companies confirm that

- (a) the Borrower Security constituted by the Original Security Documents shall remain in full force and effect, notwithstanding the Amended Security Documents, and
- (b) nothing in this Deed shall constitute or be construed as a waiver or release of any right or remedy of the Obligor Secured Creditors under the Original Security Documents or any Standard Security, nor otherwise prejudice any right or remedy of an Obligor Secured Creditor under the Original Security Documents and each Standard Security

3. RESTATEMENT AND FURTHER ASSURANCE

3.1 Restatement

With effect from the date hereof

- (a) the Original Borrower Share Charge shall be amended and restated so that it shall be read and be construed for all purposes as set out in schedule 2,
- (b) the Original D2004 Share Charge shall be amended and restated so that it shall be read and be construed for all purposes as set out in schedule 3,
- (c) the Original D2008 Share Charge shall be amended and restated so that it shall be read and be construed for all purposes as set out in schedule 4,
- (d) the Original D2011 Share Charge shall be amended and restated so that it shall be read and be construed for all purposes as set out in schedule 5,
- (e) the Original Debenture shall be amended and restated so that it shall be read and be construed for all purposes as set out in schedule 6,
- (f) the Original DHL Loan Assignment shall be amended and restated so that it shall be read and be construed for all purposes as set out in schedule 7,



- (g) the Original DHL Share Charge shall be amended and restated so that it shall be read and be construed for all purposes as set out in schedule 8,
- (h) the Original DML Share Charge shall be amended and restated so that it shall be read and be construed for all purposes as set out in schedule 9,
- (i) the Original English Mortgages shall be amended and restated so that it shall be read and be construed for all purposes as set out in schedule 17,
- (j) the Original Floating Charge Deed shall be amended and restated so that it shall be read and be construed for all purposes as set out in schedule 10,
- (k) the Original D2004 Floating Charge Deed shall be amended and restated so that they shall be read and be construed for all purposes as a single agreement in the form set out in schedule 11,
- (l) the Original Guarantee shall be amended and restated so that it shall be read and be construed for all purposes as set out in schedule 12,
- (m) the Original DML Loan Assignment shall be amended and restated so that it shall be read and be construed for all purposes as set out in schedule 13,
- (n) the Original DH2 Share Charge shall be amended and restated so that it shall be read and be construed for all purposes as set out in schedule 14,
- (o) the Original DH3 Share Charge shall be amended and restated so that it shall be read and be construed for all purposes as set out in schedule 15, and
- (p) the Original Security Trust Deed shall be amended and restated so that it shall be read and be construed for all purposes as set out in schedule 16

3.2 Further Assurance

Each of the Companies shall, at its own expense, do all such acts and things necessary or desirable to give effect to the amendments effected or to be effected pursuant to this Deed

4. REPRESENTATIONS

Each of the Companies make the representations set out in this clause 4 (*Representations*) to the Security Trustee

4.1 Status

It is a limited liability company (save in the case of Dignity Services which is an unlimited company) duly incorporated and is validly existing under the laws of its jurisdiction of incorporation and has the power and all necessary governmental and other consents, approvals, licences and authorities in any applicable jurisdiction to own its assets and carry on its business

4.2 Powers

It has power to enter into, deliver, exercise its rights and perform its obligations in this Deed and has taken all necessary or desirable action to authorise the entry into and performance of this Deed and the transactions contemplated by this Deed, and no limits on its powers will be exceeded as a result of the taking of any action contemplated by this Deed

4.3 Due Authorisation

All authorisations required by it in connection with the entry into, performance, validity and enforceability of and admissibility in evidence in the jurisdiction of its incorporation of and the transactions contemplated by this Deed have been obtained or effected (as appropriate) and are in full force and effect

5. CONFIRMATIONS

Each Company confirms that the Original Security Documents, the guarantee constituted by the Original Guarantee and the Borrower Security constituted by the Original Security Documents executed by it shall

- (a) continue in full force and effect and extend to, and in the case of the Borrower Security shall continue to secure, the obligations of the Obligor under the Issuer/Borrower Loan Agreement and the other Obligor Transaction Documents, as amended or restated from time to time including on or around the date hereof, notwithstanding any term or provision of this Deed or the Amended Security Documents,
- (b) not be released, reduced or impaired by (i) the execution, delivery and performance of this Deed or any Amended Security Document, or (ii) any other Company not being bound by this Deed or any Amended Security Document for any reason or by any Security provided to the Security Trustee by any Company being avoided or released or not being effective Security for the variation in the liabilities of the Obligor or any of them by the amendment and restatement of the Issuer/Borrower Loan Agreement on or around the date hereof,
- (c) continue to secure the payment of liabilities and obligations of the Obligor under the Obligor Transaction Documents (as defined in the Security Trust Deed) and that the definition of "**Obligor Transaction Documents**" in the Security Trust Deed extends to any amendment, supplementation, extension, novation, replacement, restatement and/or variation of any of them (however fundamental) and accordingly that the guarantee constituted by the Original Guarantee, and any Security constituted by the Original Security Documents, is intended to apply to and secure any variation or increase in the liabilities or obligations of the Obligor at any time as a result (direct or indirect) of the amendment and restatement of the Issuer/Borrower Loan Agreement or around the date hereof, and
- (d) rank ahead of the Borrower Security constituted by the Amended Security Documents

6. MISCELLANEOUS

6.1 Incorporation of Terms

The provisions of Clause 14 (*Remedies and Waivers, Partial Invalidity*) and Clause 15 (*Notices*) of the Security Trust Deed shall be incorporated into this Deed as if set out in full in this Deed and as if references in those clauses to "**this Deed**" are references to this Deed

6.2 Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed

6.3 Obligor Transaction Document

The Parties agree that this Deed is an Obligor Transaction Document

6.4 Third party rights

- (a) Unless expressly provided to the contrary in an Obligor Transaction Document, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed
- (b) Notwithstanding any term of any Obligor Transaction Document, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time

7. GOVERNING LAW AND ENFORCEMENT

7.1 Governing law

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law, provided that terms hereof particular to Northern Irish law shall be construed in accordance with the laws of Northern Ireland and the terms hereof particular to Scottish law shall be construed in accordance with the laws of Scotland

7.2 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**")
- (b) The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party to this Deed will argue to the contrary
- (c) This clause 7.2 is for the benefit of the Obligor Secured Creditors only. As a result, no Obligor Secured Creditor shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Obligor Secured Creditors may take concurrent proceedings in any number of jurisdictions

This Deed has been entered into on the date stated at the beginning of this Deed

EXECUTION PAGES

COMPANIES

SIGNED as a DEED by
DIGNITY (2002) LIMITED
 in the presence of

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

Facsimile No +44 (0) 121 321 5644
 Attention, Michael McCollum

)
)
)
 Witness

[Signature]
[Signature]
 MAYOWA OLUSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

SIGNED as a DEED by
DIGNITY (2014) LIMITED
 in the presence of

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No. +44 (0) 121 321 5644
 Attention Michael McCollum

)
)
)
 Witness

[Signature]
[Signature]
 MAYOWA OLUSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

SIGNED as a DEED by
DIGNITY SERVICES
 in the presence of

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

)
)
)
 Witness

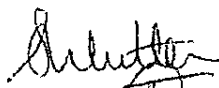
[Signature]
[Signature]
 MAYOWA OLUSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

**SIGNED as a DEED by
DIGNITY SECURITIES LIMITED**
in the presence of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum


)
)
)
Witness 
MAYONA OLUSOLA

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

**SIGNED as a DEED by
PLANTSBROOK GROUP LIMITED**
in the presence of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum


)
)
)
Witness 
MAYONA OLUSOLA

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

**SIGNED as a DEED by
BIRKBECK SECURITIES LIMITED**
in the presence of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum


)
)
)
Witness 
MAYONA OLUSOLA

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

**SIGNED as a DEED by
DIGNITY PRE ARRANGEMENT
LIMITED** in the presence of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

)
)
)
Witness 
MAYONA OLUSOLA

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

SIGNED as a DEED by
DIGNITY FUNERALS LIMITED
in the presence of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

Witness

MAYOWA OLUSOLA

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

SIGNED as a DEED by
ADVANCE PLANNING LIMITED
in the presence of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

Witness

MAYOWA OLUSOLA

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

SIGNED as a DEED by
JONATHAN HARVEY LIMITED
in the presence of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

Witness

MAYOWA OLUSOLA

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

SIGNED as a DEED by
PHILLIPS HOLDINGS
(HERTFORDSHIRE) LIMITED
in the presence of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

Witness

MAYOWA OLUSOLA

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

SIGNED as a DEED by
**PHILIP FORD & SON (FUNERAL
 DIRECTORS) LIMITED**
 in the presence of.

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness

MAYOWA OLUSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

SIGNED as a DEED by
**HUNTERS FUNERAL DIRECTORS
 LIMITED** in the presence of

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness

MAYOWA OLUSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

SIGNED as a DEED by
**PHILLIPS FUNERAL PLANS
 LIMITED** in the presence of

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness

MAYOWA OLUSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

SIGNED as a DEED by
**PHILLIPS FUNERAL SERVICES
 LIMITED** in the presence of

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness

MAYOWA OLUSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

SIGNED as a DEED by
PHILLIPS SUPPLIES LIMITED
 in the presence of

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness

MAYOWA OLUSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

SIGNED as a DEED by
H.R.H HOLDINGS LIMITED
 in the presence of

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness

MAYOWA OLUSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

SIGNED as a DEED by
**HIGHFIELD FUNERAL SERVICE
 LIMITED** in the presence of

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness

MAYOWA OLUSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

SIGNED as a DEED by
**D J. THOMAS (FUNERAL
 DIRECTORS) LIMITED**
 in the presence of

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness

MAYOWA OLUSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

SIGNED as a DEED by
GORNALLS FUNERAL SERVICES
LIMITED in the presence of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

Witness

MAYOWA OLUSOLA

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

SIGNED as a DEED by
WOODFIELD PARK FUNERAL
HOME LIMITED in the presence of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

Witness

MAYOWA OLUSOLA

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

SIGNED as a DEED by
C POWELL FUNERAL SERVICE
LIMITED in the presence of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

Witness

MAYOWA OLUSOLA

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

SIGNED as a DEED by
F.E.J. GREEN & SONS LIMITED
LIMITED in the presence of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

Witness

MAYOWA OLUSOLA

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

SIGNED as a DEED by
**MORAY CREMATORIUM
 HOLDINGS LTD** in the presence of

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness

Mayowa Oluosola
 MAYOWA OLUOSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

SIGNED as a DEED by
MORAY CREMATORIUM LIMITED
 in the presence of

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness

Mayowa Oluosola
 MAYOWA OLUOSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

SIGNED as a DEED by
DIGNITY (2009) LIMITED
 in the presence of

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No. +44 (0) 121 321 5644
 Attention Michael McCollum

Witness

Mayowa Oluosola
 MAYOWA OLUOSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

SIGNED as a DEED by
T.S. HORLOCK AND SON LIMITED
 in the presence of

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness

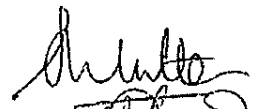
Mayowa Oluosola
 MAYOWA OLUOSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

SIGNED as a DEED by
ROBEMANOR LIMITED
 in the presence of

Address: 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

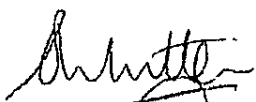
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 Witness 
 MAYOR CUSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

SIGNED as a DEED by
**HARDACRES FUNERAL
 DIRECTORS LIMITED**
 in the presence of

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

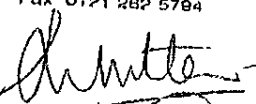
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 Witness 
 MAYOR CUSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

SIGNED as a DEED by
BRACHER BROTHERS LIMITED
 in the presence of

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

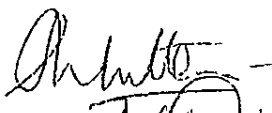
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 Witness 
 MAYOR CUSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

EXECUTED as a DEED by
**GEORGE S MUNN & COMPANY,
 LIMITED** by a director
 in the presence of a witness

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

)
)
)
)
 Witness 
 MAYOR CUSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

EXECUTED as a DEED by
 ROSSPARK LIMITED by a director
 in the presence of a witness

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness

MAYOWA OLUSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

EXECUTED as a DEED by
 ELY FUNERAL SERVICE LIMITED
 by a director in the presence of a witness

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness

MAYOWA OLUSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

EXECUTED as a DEED by
 DIGNITY FUNERALS NO.2 LIMITED by a
 director in the presence of

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness

MAYOWA OLUSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

EXECUTED as a DEED by
 BOYCE ANDERSON MOTORS LIMITED
 by a director in the presence of a witness

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness

MAYOWA OLUSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

EXECUTED as a DEED by
KIRKWOODS (FUNERAL DIRECTORS)
 LIMITED by a director in the presence of

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness

Mayowa Olusola
 MAYAWA OLUSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

EXECUTED as a DEED by
KEN GREGORY & SONS LIMITED by a
 director in the presence of a witness

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness

Mayowa Olusola
 MAYAWA OLUSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

EXECUTED as a DEED by
H. TOWELL LTD by a director in the
 presence of a witness

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness

Mayowa Olusola
 MAYAWA OLUSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

EXECUTED as a DEED by
HENRY SMITH (WANDSWORTH)
 LIMITED by a director in the presence of a
 witness

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness

Mayowa Olusola
 MAYAWA OLUSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

EXECUTED as a DEED by
MALCOLM J. PRESLAND LIMITED by a
director in the presence of a witness

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

Witness

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

EXECUTED as a DEED by
THOMAS BROTHERS (WELLINGTON
AND TAUNTON) LIMITED by a director in
the presence of a witness

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

Witness

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

EXECUTED as a DEED by
YEW HOLDINGS LIMITED by a director in
the presence of a witness

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

Witness

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

EXECUTED as a DEED by
THE EAST RIDING CREMATORIUM
COMPANY LIMITED by a director in the
presence of a witness

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

Witness

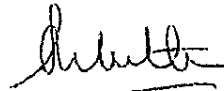

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

EXECUTED as a DEED by
WARBURTON FUNERALS LIMITED by a
 director in the presence of a witness

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness.



 MAYONA OLUSOLA

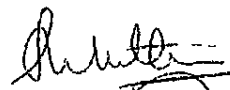

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

EXECUTED as a DEED by
**THE HALTEMPRICE CREMATORIUM
 LIMITED** by a director in the presence of a
 witness

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness



 MAYONA OLUSOLA



DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

EXECUTED as a DEED by
B & B FUNERAL DIRECTORS LIMITED
 by a director in the presence of a witness

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness



 MAYONA OLUSOLA

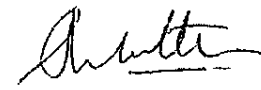

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

EXECUTED as a DEED by
**ARMITAGE (FUNERAL DIRECTORS)
 LIMITED** by a director in the presence of a
 witness

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness



 MAYONA OLUSOLA

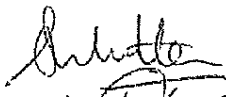

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

EXECUTED as a DEED by
E HURTON & SON LIMITED by a director
 in the presence of a witness

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness.



 MAYOWA OLUOSOLA



DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

EXECUTED as a DEED by
G. M. CHARLESWORTH & SON
LIMITED by a director in the presence of a
 witness

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness



 MAYOWA OLUOSOLA

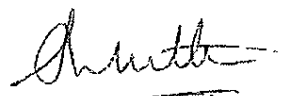

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

EXECUTED as a DEED by
S WELLENS & SONS LIMITED by a
 director in the presence of a witness

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness



 MAYOWA OLUOSOLA

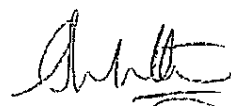

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

EXECUTED as a DEED by
KENYONS FUNERAL DIRECTORS
LIMITED by a director in the presence of a
 witness

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness



 MAYOWA OLUOSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

EXECUTED as a DEED by
WETTONS FUNERAL SERVICES
LIMITED by a director in the presence of a
witness

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

Witness

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

EXECUTED as a DEED by
H. J. WHALLEY & SONS LIMITED by a
director in the presence of a witness

Address: 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

Witness

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

EXECUTED as a DEED by
E. BRIGHAM FUNERAL DIRECTORS
LIMITED by a director in the presence of a
witness

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

Witness

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

EXECUTED as a DEED by
A. HAXBY & SONS (FILEY) LIMITED by
a director in the presence of a witness

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

Witness


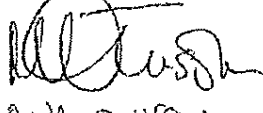
DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

EXECUTED as a DEED by
**HENRY NAYLOR (FUNERAL
 DIRECTORS) LIMITED** by a director in the
 presence of a witness

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness



 MAYAWA OUSOLA

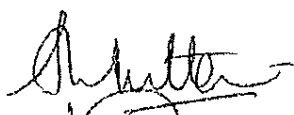
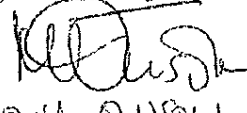
DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

EXECUTED as a DEED by
B. BERNARD & SONS LIMITED by a
 director in the presence of a witness.

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness



 MAYAWA OUSOLA

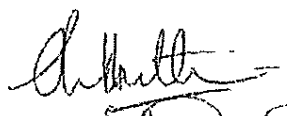
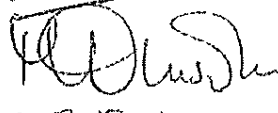
DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

EXECUTED as a DEED by
SALENEW LIMITED by a director in the
 presence of a witness

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness



 MAYAWA OUSOLA

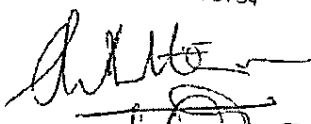
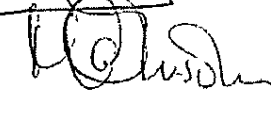
DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

EXECUTED as a DEED by
**GEORGE HALL & SON FUNERAL
 DIRECTORS LIMITED** by a director in the
 presence of a witness

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness



 MAYAWA OUSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

EXECUTED as a DEED by)
 FRANK STEPHENSON & SON)
 (FUNERAL DIRECTORS) LIMITED by a)
 director in the presence of a witness)

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness

MAYOWA OLUSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

EXECUTED as a DEED by)
 H & G WILDE FUNERAL DIRECTORS)
 LIMITED by a director in the presence of a)
 witness)

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness

MAYOWA OLUSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

EXECUTED as a DEED by)
 F. KNEESHAW & SONS (FUNERAL)
 DIRECTORS) LIMITED by a director in the)
 presence of a witness.)

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness

MAYOWA OLUSOLA

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

EXECUTED as a DEED by)
 FUNERAL DEBT COLLECTION)
 LIMITED by a director in the presence of a)
 witness)

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644
 Attention Michael McCollum

Witness

MAYOWA OLUSOLA

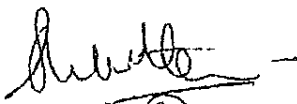

DLA PIPER UK LLP
 VICTORIA SQUARE HOUSE
 VICTORIA SQUARE
 BIRMINGHAM B2 4DL
 Telephone 08700 111 111
 Fax 0121 262 5794

EXECUTED as a DEED by
DAVIS MCMULLAN FUNERAL
DIRECTORS LIMITED by a director in the
presence of a witness

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

Witness



MAYAWA OLUSOLA



DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

SIGNED as a DEED by
CUMBERNAULD FUNERAL
SERVICES LTD
in the presence of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

Witness



MAYAWA OLUSOLA

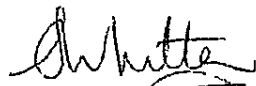

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

SIGNED as a DEED by
N A MEDD LTD
in the presence of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No. +44 (0) 121 321 5644
Attention Michael McCollum

Witness



MAYAWA OLUSOLA



DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

SIGNED as a DEED by
DERRIMAN & HAYNES FUNERAL
SERVICES LIMITED
in the presence of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

Witness:

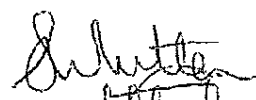


MAYAWA OLUSOLA

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

SIGNED as a DEED by
DIGNITY MEZZCO LIMITED
in the presence of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

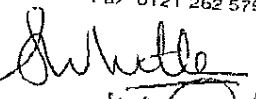
)
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)
Witness 
MAYOWA OLUSOLA

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

SIGNED as a DEED by
DIGNITY HOLDINGS LIMITED
in the presence of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

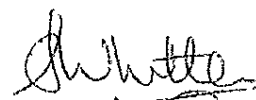
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Witness 
MAYOWA OLUSOLA

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

SIGNED as a DEED by
DIGNITY HOLDINGS NO 2
LIMITED in the presence of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

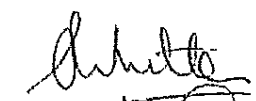
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)
Witness 
MAYOWA OLUSOLA

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

SIGNED as a DEED by
DIGNITY (2004) LIMITED
in the presence of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

)
)
)
Witness 
MAYOWA OLUSOLA

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

SIGNED as a DEED by
DIGNITY PLC
in the presence of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

Witness

MAYOWA OLUSOLA

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

SIGNED as a DEED by
HODGSON HOLDINGS LIMITED in the
presence of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644

Witness

MAYOWA OLUSOLA

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

SIGNED as a DEED by
WHITE LADY FUNERALS LIMITED in
the presence of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644

Witness

MAYOWA OLUSOLA

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

SIGNED as a DEED by
BROOMCO (2013) LIMITED in the
presence of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644

Witness

MAYOWA OLUSOLA

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

SIGNED as a DEED by
J.H. RAVEN LIMITED in the presence of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No. +44 (0) 121 321 5644

Witness

MAYAWA OLUSOLA

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

SIGNED as a DEED by
UK FUNERALS LIMITED in the presence of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No. +44 (0) 121 321 5644

Witness

MAYAWA OLUSOLA

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

SIGNED as a DEED by
HOWARD JENKINS (EDGE HILL)
LIMITED in the presence of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No. +44 (0) 121 321 5644

Witness

MAYAWA OLUSOLA

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

SIGNED as a DEED by
H A. HARROLD & SON LIMITED in the presence of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No. +44 (0) 121 321 5644

Witness

MAYAWA OLUSOLA

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

SIGNED as a DEED by
H. DORRICOTT & J. BENT LIMITED in
the presence of

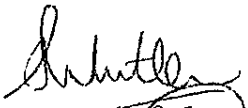

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No. +44 (0) 121 321 5644

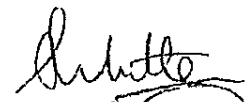
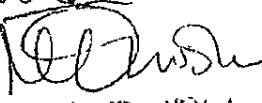
SIGNED as a DEED by
T. & R. O'BRIEN LIMITED in the presence
of

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No. +44 (0) 121 321 5644

)
)
)
)
)
Witness 

MAYARA OUBRA

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

)
)
)
)
)
Witness 

MAYARA OUBRA

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

SECURITY TRUSTEE

**EXECUTED as a DEED by
BNY MELLON CORPORATE TRUSTEE
SERVICES LIMITED**

in its capacity as Security Trustee
acting by two of its lawful Attorneys

Attorney _____

Attorney _____

James Swain
Authorised Signatory

Arunima Misra
Authorised Signatory

in the presence of

Witness name *CHRISTOPHER CROWN*

Signature *Chris Crown*

Address One Canada Square, London E14 5AL

Facsimile No +44 20 7964 2533

Attention Corporate Trust Administration

Ref Dignity Finance plc Notes

THE WORKING CAPITAL FACILITY PROVIDER

EXECUTED as a DEED by
the duly authorised attorney of
THE ROYAL BANK OF SCOTLAND PLC
acting as agent for National Westminster
Bank Plc as Working Capital Facility Provider

)
)
) *[Signature]*

Chris Crown
CHRIS CROWN

in the presence of

Address West Midlands Corporate Banking Centre
5th Floor
2 St Philips Place
Birmingham B3 2RB

Facsimile No +44 (0) 121 262 7481

Tel No +44 (0) 121 262 7439

Attention John Monkman

DIA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 11
Fax 0121 262 5794

THE OBLIGOR ACCOUNT BANK

EXECUTED as a **DEED** by
the duly authorised attorney of
THE ROYAL BANK OF SCOTLAND PLC
acting as agent for National Westminster
Bank Plc as Obligor Account Bank

)
)
)


CHRISTOPHER COWLIN

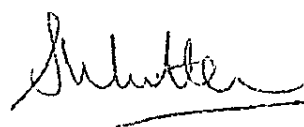
in the presence of:

Address West Midlands Corporate Banking Centre
5th Floor
2 St Philips Place
Birmingham B3 2RB
Facsimile No +44 (0) 121 262 7481
Tel No +44 (0) 121 262 7439
Attention John Monkman

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 02700 111 111
Fax 0121 262 5794

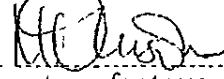
THE CASH ADMINISTRATOR

**Executed and delivered as a Deed by
DIGNITY FUNERALS LIMITED**

)
)
) 
)

in the presence of

Witness


Signature of witness

MAYARA OUSOLA
Name of witness

1
Address of witness

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

TRAINEE SOLICITOR
Occupation of witness

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

SCHEDULE 1: THE COMPANIES

DIGNITY (2002) LIMITED (company number 4349697)
 DIGNITY (2014) LIMITED (company number 9257172)
 DIGNITY SERVICES (company number 2894910)
 DIGNITY SECURITIES LIMITED (company number 371084)
 PLANTSBROOK GROUP LIMITED (company number 2401020)
 BIRKBECK SECURITIES LIMITED (company number 8032)
 DIGNITY PRE ARRANGEMENT LIMITED (company number 1862158)
 DIGNITY FUNERALS LIMITED (company number 41598)
 ADVANCE PLANNING LIMITED (company number 3292336)
 JONATHAN HARVEY LIMITED (company number SC21806)
 PHILLIPS HOLDINGS (HERTFORDSHIRE) LIMITED (company number 3487607)
 PHILIP FORD & SON (FUNERAL DIRECTORS) LIMITED (company number 740333)
 HUNTERS FUNERAL DIRECTORS LIMITED (company number 4234347)
 PHILLIPS FUNERAL PLANS LIMITED (company number 3439290)
 PHILLIPS FUNERAL SERVICES LIMITED (company number 1672753)
 PHILLIPS SUPPLIES LIMITED (company number 3487452)
 H.R.H HOLDINGS LIMITED (company number 3107814)
 HIGHFIELD FUNERAL SERVICE LIMITED (company number 618190)
 D.J. THOMAS (FUNERAL DIRECTORS) LIMITED (company number 4721136)
 GORNALLS FUNERAL SERVICES LIMITED (company number 769153)
 WOODFIELD PARK FUNERAL HOME LIMITED (company number 3947447)
 C. POWELL FUNERAL SERVICE LIMITED (company number 1375862)
 F.E.J. GREEN & SONS LIMITED (company number 4055731)
 MORAY CREMATORIUM HOLDINGS LTD (company number SC296480)
 MORAY CREMATORIUM LIMITED (company number SC181015)
 DIGNITY (2009) LIMITED (company number 4738935) ("D2009")
 T.S. HORLOCK AND SON LIMITED (company number 1443751)
 ROBEMANOR LIMITED (company number 6826966)
 HARDACRES FUNERAL DIRECTORS LIMITED (company number 2999546)
 BRACHER BROTHERS LIMITED (company number 00666473)
 GEORGE S MUNN & COMPANY, LIMITED (company number SC006927)
 ROSSPARK LIMITED (company number 2788504)
 ELY FUNERAL SERVICE LIMITED (company number 5370615)
 DIGNITY FUNERALS NO 2 LIMITED (company number 07541500)
 BOYCE ANDERSON MOTORS LIMITED (company number NI009247)
 KIRKWOODS (FUNERAL DIRECTORS) LIMITED (company number NI 020833)
 KEN GREGORY & SONS LIMITED (company number 04669936)
 H. TOWELL LTD (company number 05347545)
 HENRY SMITH (WANDSWORTH) LIMITED (company number 00385021)
 MALCOLM J PRESLAND LIMITED (company number 02119337)
 THOMAS BROTHERS (WELLINGTON AND TAUNTON) LIMITED (company number 03111508)
 YEW HOLDINGS LIMITED (company number 06141773)
 THE EAST RIDING CREMATORIUM COMPANY LIMITED (company number 03195343)
 WARBURTON FUNERALS LIMITED (company number 05858729)
 THE HALTEMPRICE CREMATORIUM LIMITED (company number 02836883)
 B & B FUNERAL DIRECTORS LIMITED (company number 04467252)
 ARMITAGE (FUNERAL DIRECTORS) LIMITED (company number 03688547)
 E HURTON & SON LIMITED (company number 04075666)
 G. M. CHARLESWORTH & SON LIMITED (company number 06694347)
 S WELLENS & SONS LIMITED (company number 0499907)
 KENYONS FUNERAL DIRECTORS LIMITED (company number 04083262)
 WETTON FUNERAL SERVICES LIMITED (company number 01515238)
 H. J. WHALLEY & SONS LIMITED (company number 04116872)

E. BRIGHAM FUNERAL DIRECTORS LIMITED (company number 01970848)
A. UAXBY & SONS (FILEY) LIMITED (company number 00463816)
HENRY NAYLOR (FUNERAL DIRECTORS) LIMITED (company number 02808343)
B. BERNARD & SONS LIMITED (company number 01730628)
SALENEW LIMITED (company number 01422704)
GEORGE HALL & SON FUNERAL DIRECTORS LIMITED (company number 06387653)
FRANK STEPHENSON & SON (FUNERAL DIRECTORS) LIMITED (company number 01432691)
H & G WILDE FUNERAL DIRECTORS LIMITED (company number 04487658)
F. KNEESHAW & SONS (FUNERAL DIRECTORS) LIMITED (company number 03049226)
FUNERAL DEBT COLLECTION LIMITED (company number 06761779)
DAVIS MCMULLAN FUNERAL DIRECTORS LIMITED (company number 06426011)
CUMBERNAULD FUNERAL SERVICES LTD (company number SC239467)
N A MEDD LTD (company number 06871296)
DERRIMAN & HAYNES FUNERAL SERVICES LIMITED (company number 04951073)
DIGNITY MEZZCO LIMITED (company number 4569044)
DIGNITY HOLDINGS LIMITED (company number 4349716)
DIGNITY HOLDINGS NO.2 LIMITED (company number 4349722)
DIGNITY (2004) LIMITED (company number 4995412)
DIGNITY PLC (company number 4569346)
HODGSON HOLDINGS LIMITED (company number 00187050)
WHITE LADY FUNERALS LIMITED (company number 00318183)
BROOMCO (2013) LIMITED (company number 08577062)
J.H. RAVEN LIMITED (company number 00869326)
UK FUNERALS LIMITED (company number 00591096)
HOWARD JENKINS (EDGE HILL) LIMITED (company number 00354253)
H.A. HARROLD & SON LIMITED (company number 00605624)
H. DORRICOTT & J. BENT LIMITED (company number SC120448)
T & R O'BRIEN LIMITED (company number SC043750)

SCHEDULE 2: AMENDED BORROWER SHARE CHARGE

REDACTED

SCHEDULE 3: AMENDED D2004 SHARE CHARGE

REDACTED

SCHEDULE 4: AMENDED D2008 SHARE CHARGE

REDACTED

SCHEDULE 5: AMENDED D2011 SHARE CHARGE



REDACTED

SCHEDULE 6: AMENDED DEBENTURE

DATED 20 DECEMBER 2002

as amended and restated pursuant to a deed of release,
amendment and restatement dated 11 April 2003, as further amended and restated pursuant to a
deed of amendment and restatement dated 27 September 2010, as further amended and restated
pursuant to a deed of amendment and restatement dated 30 July 2013 and as most recently
amended and restated pursuant to a deed of amendment and restatement dated 17 October 2014

DIGNITY (2002) LIMITED
AND OTHERS
AS CHARGORS
AND

BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED
AS SECURITY TRUSTEE

AMENDED AND RESTATED DEBENTURE

CONTENTS

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THIS DEBENTURE is made the 20th day of December 2002 as amended and restated by a deed of release, amendment and restatement dated 11 April 2003, as further amended and restated by a deed of amendment and restatement dated 27 September 2010, as further amended and restated by a deed of amendment and restatement dated 30 July 2013 and as most recently amended and restated by a deed of amendment and restatement dated 17 October 2014

BETWEEN

- (1) **THE SEVERAL COMPANIES** named in Schedule 1 (together the "**Chargors**" and each the "**Chargor**"), and
- (2) **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED** (the "**Security Trustee**") in its capacity as security trustee, which expression includes its successors and/or assignees, for and on behalf of the Obligor Secured Creditors and including any successor appointed by the Obligor Secured Creditors pursuant to the Obligor Transaction Documents

BACKGROUND

In addition to confirming that the Existing Security granted under this Debenture will continue to secure the Secured Sums, this Debenture also creates supplemental security in order to secure any Secured Sums which may have arisen as a result of the amendment and restatement of any Obligor Transaction Documents on or about the Closing Date

WITNESSES as follows

1. INTERPRETATION

In this Debenture or any Mortgage and any Standard Security created pursuant to the terms hereof (unless otherwise defined below), words and expressions defined in the Issuer/Borrower Loan Agreement (as defined below) shall bear the same meaning in this Debenture or any Mortgage or Standard Security. In addition, in this Debenture or any Mortgage and any Standard Security the following expressions have the following meanings

- (a) "**Account**" means the accounts listed in Schedule 8 (*Accounts*) and any account from time to time opened or maintained by any Chargor with any bank or other financial institution and all Related Rights in respect of such Account
- (b) "**Acquisition Agreement Claims**" all the Chargors' rights, title and interest and benefit in and to, any sums payable to the Chargors pursuant to, all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Chargors, any rights of abatement or set-off, and all other rights of recovery under or pursuant to the Sale and Purchase Agreement or any other Acquisition Agreement
- (c) "**Act**" means the Companies Act 2006
- (d) "**Additional Chargor**" means a company which accedes to this Debenture as a Chargor in accordance with Clause 25 (*Additional Chargors*)
- (e) "**Assets**" means, in relation to a Chargor, all its undertaking, property, assets, rights and revenues whatever, present or future, wherever situated in the world and includes



each or any of them (save that in relation to any Chargor, "Assets" shall not include any shares which such Chargor may hold from time to time in Dignity Services)

- (f) **"Borrower"** means Dignity (2002) Limited
- (g) **"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in London
- (h) **"Cash Administrator"** means DFL or any replacement Cash Administrator appointed by the Security Trustee pursuant to clause 2 of the Obligor Cash Administration Agreement
- (i) **"Charged Properties"** means, in relation to a Chargor, its Assets which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to this Debenture and any Mortgage, Standard Security, Deed of Accession or Limited Recourse Deed of Accession entered into pursuant to the terms hereof
- (j) **"Chargor"** means any company named in Schedule 1 (*The Chargors*) and includes (with effect from its execution and delivery of a deed of accession under which it accedes to this Debenture, or of a Debenture in terms similar to this Debenture or other appropriate form of security according to its jurisdiction of incorporation) any company which subsequently adopts the obligations of a Chargor
- (k) **"Closing Date"** means 17 October 2014
- (l) **"Collateral Rights"** means all rights, powers and remedies of the Security Trustee provided by or pursuant to this Debenture or any Mortgage or Standard Security or by law
- (m) **"this Debenture"** means this debenture, as amended and restated from time to time, including as most recently amended and restated on or about the Closing Date
- (n) **"Deed of Accession"** means a document substantially in the form set out in Schedule 9 (*Form Of Deed Of Accession*)
- (o) **"DFL"** means Dignity Funerals Limited, a limited liability company incorporated in England and Wales under the Act with company registration number 0041598
- (p) **"Existing Standard Security"** means any Standard Security created before the Closing Date,
- (q) **"Floating Charge Assets"** means insofar only as concerns the floating charge created by Clauses 3.1 (*Fixed and Floating Charge*) and 4.1 (*Fixed and Floating Charge*), or by a Deed of Accession or Limited Recourse Deed of Accession, Assets for the time being comprised within such floating charge
- (r) **"Group"** means the Borrower and its Subsidiaries for the time being
- (s) **"Hedging Document"** means each master agreement, confirmation or other document evidencing any hedging facility provided by a Hedging Bank to an Obligor



- (t) **"Hedging Bank"** means any bank, financial institution, trust, fund or other entity which becomes a party to a Hedging Document, in its capacity as provider of hedging facilities to any of the Obligors, as may be contemplated in the Security Trust Deed
- (u) **"indebtedness"** includes any obligation in any currency (whether incurred as principal, debtor, surety or guarantor) for the payment or repayment of money, whether present or future, actual or contingent
- (v) **"Intellectual Property"** includes patents (including supplementary protection certificates), inventions, know-how, trade secrets and other confidential information, registered designs, utility models, copyrights, data, database rights, design rights, rights affording equivalent protection to copyright, trade marks, service marks, logos, domain names, business names, trade names, moral rights, and all registrations or applications to register any of the aforesaid items (which may now or in the future subsist whether registered or unregistered), rights in the nature of any of the aforesaid items in any country or jurisdiction, rights in the nature of unfair competition rights and rights to sue for passing-off
- (w) **"Intellectual Property Rights"** means all and any of the Intellectual Property and other rights, causes of action, interests and assets charged pursuant to Clauses 3 1(e) and 4 1(e) or by a Deed of Accession or Limited Recourse Deed of Accession
- (x) **"Issuer"** means Dignity Finance plc
- (y) **"Issuer/Borrower Loan Agreement"** means the loan agreement dated 11 April 2003 between, *inter alios*, the Issuer and the Borrower, as amended and restated from time to time, including as most recently amended and restated on or around the Closing Date, pursuant to which the Issuer has made and will continue to make a loan facility available to the Borrower
- (z) **"Lease"** means any lease, licence or other agreement whereby any Mortgaged Property is used or occupied
- (aa) **"Limited Recourse Deed of Accession"** means a document substantially in the form set out in Schedule 10 (*Form Of Limited Recourse Deed Of Accession*)
- (bb) **"Material Intellectual Property"** means any Intellectual Property
 - (i) associated with or in respect of the name "Dignity", and
 - (ii) necessary for the carrying on of any of the businesses of any member of the Group from time to time
- (cc) **"Material Land"** means all Mortgaged Property other than
 - (i) leasehold Mortgaged Property held under the terms of a rack rent lease where the annual rent is less than £30,000 per annum, and
 - (ii) leasehold Mortgaged Property acquired after the date of this Debenture under the terms of a rack rent Lease where the annual rent is less than £30,000 per annum

- (dd) **"Mortgage"** means a mortgage or charge in respect of all the Mortgaged Property (except the Scottish Mortgaged Property) in accordance with Clause 8 (*Further Assurance*) substantially in the form of Schedule 3 (*Form of Legal Mortgage*) or Schedule 4 (*Form of Legal Mortgage in Northern Ireland*) (as applicable)
- (ee) **"Mortgaged Property"** means
 - (i) any present or future freehold, heritable and leasehold land or immovable property in which a Chargor has an interest (including, without limitation, the freehold, heritable and leasehold property specified in the Schedule 2 and the Schedule to any Mortgage or Standard Security), and
 - (ii) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold, heritable or leasehold property,
 and includes all Related Rights
- (ff) **"Northern Irish Mortgaged Property"** means a Mortgaged Property situated in Northern Ireland
- (gg) **"Obligor Account Bank"** means The Royal Bank of Scotland plc as agent for National Westminster Bank Plc, acting through its office at West Midlands Corporate Office, 5th Floor, 2 St Phillips Place, Birmingham, B3 2RB, or such other entity or entities appointed as Securitisation Group account bank from time to time, subject to and in accordance with the terms of the Obligor Cash Administration Agreement
- (hh) **"Obligor Cash Administration Agreement"** means the obligor cash administration and account bank agreement dated 11 April 2003 between *inter alios* the Obligors, the Security Trustee and the Cash Administrator, as amended and restated from time to time, including as most recently amended and restated on or about the Closing Date
- (ii) **"Obligor Secured Creditors"** means (a) the Security Trustee (for itself and for and on behalf of the other Obligor Secured Creditors), (b) the Hedging Bank (if any) (c) the Working Capital Facility Provider, (d) the Issuer, (e) the Cash Administrator, so long as it is not a member of the Securitisation Group, (f) the Obligor Account Bank, (g) any Receiver appointed under this Debenture, and any such other creditor who may accede to the Security Trust Deed from time to time in accordance with the terms thereof and any other party which accedes to any Obligor Transaction Document as designated as such
- (jj) **"Obligor Transaction Documents"** means the Issuer/Borrower Loan Agreement, the Security Documents, the Hedging Documents (if any), the Working Capital Facility Agreement, the Obligor Cash Administration Agreement, the Tax Deed of Covenant, the Operating Account Loans Amendment Agreement, the Operating Account Loans Novation Agreement, any Additional Documents and any agreement to amend, vary or supplement any such document
- (kk) **"Receivables"** means, in relation to a Chargor, all sums of money receivable by such Chargor now or in the future, consisting of or payable under or derived from any of its Assets.

- (ll) **"Receiver"** means any receiver and manager or receivers and managers appointed under Clause 18 (*Appointment and Powers of Receiver*) and (where the context requires or permits) includes any substituted receiver and manager or receivers and managers
- (mm) **"Related Rights"** means, in relation to any asset
 - (i) the proceeds of sale of any part of that asset,
 - (ii) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
 - (iii) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities, covenants or undertakings for title in respect of that asset, and
 - (iv) any moneys and proceeds paid or payable in respect of that asset
- (nn) **"Scottish Declarations of Trust"** means each Declaration of Trust governed by Scots law and granted by a Dormant Company in respect of a Property in Scotland in favour of DFL and including those trust arrangements confirmed by:
 - (i) a confirmatory deed of trust dated on or about the date of this Debenture between Hodgson Holdings PLC and DFL relative to a lease of property at 5 and 7 Civic Square, Tranent, East Lothian as more specifically described therein,
 - (ii) a confirmatory deed of trust dated on or about the date of this Debenture between H Donnicott and J Bent Limited and DFL relative to a lease of property at 10-12 London Street, Larkhall and others, all as more specifically described therein,
 - (iii) a confirmatory deed of trust dated on or about the date of this Debenture between T & R O'Brien Limited and DFL relative to a lease of property at 1 Rannoch Drive, Bearsden, Glasgow and others, all as more specifically described therein, and
 - (iv) a confirmatory deed of trust dated on or about the date of this Debenture between T & R O'Brien Limited and DFL relative to subjects at 19-23 Grant Street, Glasgow, as more specifically described therein
- (oo) **"Scottish Mortgaged Property"** means a Mortgaged Property situated in Scotland
- (pp) **"Scottish Trust Property"** means the property held in trust pursuant to the Scottish Declarations of Trust and as more fully described therein
- (qq) **"Secured Sums"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Obligor to the Security Trustee and/or the other Obligor Secured Creditors (or any of them) under or pursuant to any Obligor Transaction Document (including all monies covenanted to be paid under this Debenture or any Mortgage or Standard Security)

- (rr) **"Securities"** means, in relation to a Chargor, all stocks, shares, debentures and loan stocks issued by any company or person and all other investments (whether or not marketable) now or in the future owned at law or in equity by such Chargor, including all interests in investment funds and all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise, and including all Securities owned by such Chargor in any other member of the Group (save that in relation to any Chargor, "Securities" shall not include any shares which such Chargor may hold from time to time in Dignity Services)
- (ss) **"Securitisation Group"** means the Borrower and each of its direct or indirect subsidiaries
- (tt) **"Security Amendment Deed"** means the security amendment and restatement agreement dated on or around the Closing Date and made between, *inter alios*, the Security Trustee, the Borrower and the Obligors
- (uu) **"Security Trust Deed"** means the security trust deed dated 20 December 2002 and made between, *inter alios*, the Security Trustee, the Issuer and the Obligors, as amended and restated from time to time, including as most recently amended and restated on or around the Closing Date
- (vv) **"Senior Default"** means, for the purposes of any Existing Standard Security featuring such expression, "Loan Event of Default",
- (ww) **"Senior Finance Documents"** means, for the purposes of any Existing Standard Security featuring such expression, "Obligor Transaction Documents",
- (xx) **"Senior Finance Parties"** means, for the purposes of any Existing Standard Security featuring such expression, "Obligor Secured Creditors",
- (yy) **"Standard Security"** means a standard security in respect of a Scottish Mortgaged Property granted pursuant to Clause 8 (*Further Assurance*) and substantially in the form of Schedule 7 (*Form of Standard Security*) or in such appropriate form as the Security Trustee may reasonably request
- (zz) **"Subsidiary"** means a subsidiary undertaking within the meaning of section 1162 of the Act
- (aaa) **"Trust Deed"** means the trust deed dated 11 April 2003 between, *inter alios*, the Issuer and the Note Trustee, as amended and/or amended and restated from time to time, including as most recently amended and restated on or around the Closing Date
- (bbb) **"Trust Property"** means any Assets held by a Chargor pursuant to the terms of a Trust with the exception of any Mortgaged Property held on trust by a Chargor for DFI.
- (ccc) **"United Kingdom"** and **"UK"** means the United Kingdom of Great Britain and Northern Ireland

- (ddd) **"Working Capital Facility Agreement"** means an agreement to provide Working Capital to the Borrower dated 11 April 2003 between the Borrower and the Working Capital Facility Provider, as amended and restated from time to time, including as most recently amended and restated on or around the Closing Date
- (eee) **"Working Capital Facility Provider"** means The Royal Bank of Scotland plc acting as agent for National Westminster Bank Plc, acting through its branch at West Midlands Corporate Office, 5th Floor, 2 St Philips Place, Birmingham B3 2RB, or such other entity or entities appointed as working capital facility provider from time to time, subject to and in accordance with the terms of the Working Capital Agreement

1.2 In this Debenture, unless the context otherwise requires

- (a) words denoting the singular number only shall include the plural number also and vice versa, words denoting the masculine gender only shall also include the feminine gender, words denoting persons only shall include corporations, partnerships and unincorporated associations,
- (b) references in this Debenture or any Mortgage or Standard Security to clauses, sub-clauses, paragraphs and Schedules are to be construed as references to clauses, sub-clauses, paragraphs and Schedules of this Debenture or, as the case may be, the relevant Mortgage or Standard Security,
- (c) references to any party shall, where relevant, be deemed to be references to or to include, as appropriate, their respective successors or permitted assigns or assignees,
- (d) subject to Clause 28 (*Variations and Consents*), references in this Debenture to this Debenture or any other document (including any Obligor Transaction Document) include references to this Debenture, its amended recitals and its schedules or, unless a contrary intention is indicated, to such other document as assigned, transferred, modified, altered, varied, supplemented, replaced, novated and/or restated in any manner from time to time (even if changes are made to the composition of the parties to this Debenture or such other document or to the composition of the facilities under such other document),
- (e) references to **"including"** shall not be construed restrictively but shall be construed as meaning "including, without prejudice to the generality of the foregoing",
- (f) references to moneys, obligations and liabilities due, owing or incurred under the Obligor Transaction Documents shall include moneys, obligations and liabilities due, owing or incurred in respect of any extensions or increases in the amount of the facilities provided for therein or the obligations and liabilities imposed thereunder,
- (g) references to **"set-off"** shall include analogous rights and obligations in other jurisdictions,
- (h) references to **"writing"** includes telex, facsimile transmission and any other mode of representing or reproducing words in a legible and non-transitory form, except in relation to any certificate, notice or other document which is expressly required by this Debenture to be signed, and **"written"** has a corresponding meaning,

- (i) a Loan Event of Default is "**continuing**" for the purposes of the Obligor Transaction Documents under the terms of the relevant Obligor Transaction Documents until it is expressly waived and any conditions of the waiver fulfilled to the satisfaction of the Security Trustee or, where the circumstances which caused it are capable of remedy, until those circumstances have been remedied to the satisfaction of the Security Trustee and the position is as it would have been if such Loan Event of Default had not occurred (and in the case of late delivery of a document or withdrawal of a claim whose existence constituted a Loan Event of Default, that Loan Event of Default is not continuing once delivery or withdrawal have occurred),
 - (j) a "**Chargor**", the "**Security Trustee**" or any other "**Obligor Secured Creditor**" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Trustee, any person for the time being appointed as Security Trustee in accordance with the Obligor Transaction Documents,
 - (k) "**this Debenture**", the "**Issuer/Borrower Loan Agreement**", the "**Security Trust Deed**", any other "**Obligor Transaction Document**" or any other agreement or instrument is a reference to this Debenture, the Issuer/Borrower Loan Agreement, the Security Trust Deed, that other Obligor Transaction Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any member of the Group or provides for further advances), and
 - (l) "**Secured Sums**" includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any member of the Group
- 1 3 If there is any conflict or inconsistency between any provision of this Deed and any provision of the Issuer/Borrower Loan Agreement and/or the Security Trust Deed, the provision of the Issuer/Borrower Loan Agreement and/or the Security Trust Deed (as applicable) shall prevail
- 1 4 Where, in relation to this Debenture, the Security Trustee is required to exercise any power, right or discretion or to perform any duty it shall do so in accordance with the provisions of the Security Trust Deed
- 1 5 Unless the context otherwise requires, expressions defined in the Act shall have the same meanings in this Debenture, except that the expression "**company**" shall include a body corporate established outside Great Britain
- 1 6 Any reference to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment of it for the time being in force
- 1 7 Headings in this Debenture are inserted for convenience and shall not affect its interpretation
- 1 8 It is agreed that each Mortgage and Standard Security is supplemental to this Debenture

1 9 **Duplication**

To the extent that the provisions of the Debenture duplicate those of any Mortgage the provisions of that Mortgage shall prevail

1 10 **Incorporation of provisions into any Mortgage**

Unless otherwise agreed by the Chargors and the Security Trustee, Clauses 2 (*Covenant to Pay*), 8 (*Further Assurance*), 10 1 of Clause 10 (*General Covenants*), 11 (*Insurance Covenants*) 12 (*Property Covenants*), 14 (*Leases, Possession of Land and Consolidated Charges*), 16 (*Powers of Sale, Leasing and Accepting Surrenders*), 18 (*Appointment and Powers of Receiver*), 19 (*Power of Attorney*), 20 (*Other Powers Exercisable by the Security Trustee*) 21 (*Application of Money received by the Security Trustee as a Receiver*), 22 (*Costs and Interest on Overdue Amounts*), 26 (*Security Trustee as Trustee, Perpetuity Periods and no Partnership*), 27 (*Forbearance and Severability*), 28 (*Variations and Covenants*), 30 (*Notices*), 31 (*Joint and Separate Liability*), 32 (*Retention of Security*) and 34 (*Governing Law*) of this Debenture are incorporated into any Mortgage as if expressly incorporated into it and as if all references (i) in such Clauses to this Debenture were references to that Mortgage, (ii) in such Clauses to a Chargor were a reference to the chargor or mortgagor under that Mortgage, and (iii) in such clauses to Charged Property were references to the assets of each chargor or mortgagor from time to time charged in favour of, or assigned (whether at law or in equity) to the Security Trustee by or pursuant to that Mortgage

- 1 11 For the avoidance of doubt, for the purposes of any Existing Standard Security entered into prior to the Closing Date, a reference to the "Issuer/Borrower Loan Agreement" therein, shall be construed as a reference to the Issuer/Borrower Loan Agreement as defined herein

2. **COVENANT TO PAY**

- 2 1 Each Chargor, as principal obligor and not merely as surety or guarantor, covenants in favour of, and undertakes to, the Security Trustee that it will pay and discharge the Secured Sums to the relevant Obligor Secured Creditor or Obligor Secured Creditors (as applicable) from time to time when they fall due

- 2 2 Every payment by a Chargor of a Secured Sum which is made to or for the benefit of an Obligor Secured Creditor to which that Secured Sum is due and payable in accordance with the Obligor Transaction Document under which such sum is payable to that Obligor Secured Creditor, shall operate in satisfaction to the same extent of the covenant contained in Clause 2 1

- 2 3 The making of one demand under this Debenture will not preclude the Security Trustee from making any further demands

3. **CHARGING CLAUSE**

3 1 **Fixed and Floating Charge**

Each Chargor with full title guarantee (or, in relation to assets situated in, or otherwise governed by the laws of Scotland, with absolute warranty or in relation to assets situated in, or otherwise governed by the laws of, Northern Ireland, as legal and beneficial owner) hereby

charges (excluding the Trust Property) to the Security Trustee with the payment or discharge of all Secured Sums

- (a) by way of first fixed charge (which so far as it relates to land in England and Wales or in Northern Ireland vested in each Chargor at the date hereof shall be a charge by way of first legal mortgage) all such Chargor's right, title and interest from time to time in the Mortgaged Property (other than the Scottish Mortgaged Property or any of the Related Rights in respect of the Mortgaged Property assigned hereunder),
- (b) by way of first equitable fixed charge, all Securities belonging to such Chargor,
- (c) by way of first fixed charge, all contracts and policies of insurance and assurance now or in the future held by or otherwise benefiting such Chargor and all rights and interests of such Chargor in every such contract and policy (including the benefit of all claims arising and all money payable under such contracts and policies),
- (d) by way of first fixed charge, all the goodwill and uncalled capital for the time being of such Chargor,
- (e) by way of first fixed charge all rights, title and interests in and to Intellectual Property belonging to such Chargor now or in the future, in any part of the world (including any Intellectual Property to which such Chargor is not absolutely entitled or to which it is entitled together with others to the extent of its interest in such Intellectual Property),
- (f) by way of first fixed charge all the benefit of agreements and licences now or in the future entered into or enjoyed by such Chargor relating to the use or exploitation of any Intellectual Property in any part of the world, and
- (g) by way of first fixed charge all trade secrets, confidential information and know how owned or enjoyed by such Chargor now or in the future in any part of the world
- (h) by way of first fixed charge, the benefit of all negotiable instruments, guarantees, book debts, bonds, debentures, legal or equitable charges and all other security, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all other rights and remedies now or in the future available to such Chargor as security for any Receivable or for the performance by any third party of any obligation now or in the future owed to such Chargor,
- (i) by way of first fixed charge, all Accounts,
- (j) by way of first floating charge
 - (1) all Assets now or in the future owned by such Chargor except to the extent that such Assets are for the time being effectively charged by any fixed charge contained in the preceding provisions of this Clause 3.1, including any Assets comprised within a charge which is reconverted under Clause 4.3(e), and
 - (2) without exception all Assets insofar as they are for the time being situated in Scotland or otherwise governed by Scottish law,

but in each case so that such Chargor shall not create any other mortgage, standard security, or any fixed or floating charge or other security over any Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in sub-clause 7.1(a) of Clause 7 (*Negative Pledge and Other Restrictions*) with respect to any Floating Charge Asset and such Chargor shall not, save as is expressly permitted in the Issuer/Borrower Loan Agreement, without the prior written consent of the Security Trustee, sell, transfer, part with or dispose of any Floating Charge Asset except by way of sale in the ordinary course of its business

3.2 Assignments

Each Chargor with full title guarantee (or, in relation to assets located in Northern Ireland, as legal and beneficial owner) hereby assigns by way of security (insofar as they are capable of giving such and of being assigned by way of security) in favour of the Security Trustee but subject to the right of such Chargor to redeem such assignment upon the full payment or discharge of all Secured Sums

- (a) all claims of such Chargor against all persons who are now or in the future the lessees, sub-lessees or licensees of its Mortgaged Property and all guarantors and sureties for the obligations of such persons,
- (b) the benefit of all guarantees, warranties and representations given or made to such Chargor by, and any rights or remedies against, all or any of the manufacturers, suppliers or installers of any fixtures now or in the future attached to such Mortgaged Property,
- (c) the benefit of all rights and claims to which such Chargor is now or in the future entitled under any agreements for lease, agreements for sale, contracts, deeds, licences, guarantees, covenants, warranties, representations and other documents, options or undertakings relating to any estate, right or interest in or over such Mortgaged Property,
- (d) all rights and claims to which such Chargor is now or in the future entitled against any builder, contractor or professional adviser engaged in relation to such Mortgaged Property or property development or works, including, without limitation, under any collateral warranty or similar agreement,
- (e) the benefit of all rights and claims to which such Chargor is now or in the future entitled under or in respect of any joint venture, partnership or similar arrangement or agreement,
- (f) the Acquisition Agreement Claims of such Chargor,
- (g) all rights, claims and benefits given or made to such Chargor from time to time under or in respect of any loan granted by any member of the Group to such Chargor, and
- (h) the benefit of all rights and claims to which such Chargor is now or in the future entitled under or in respect of the Obligor Transaction Documents

3 3 Scottish Trust Security

- (a) DFL, as holder of the beneficial interest therein and with absolute warrandice hereby assigns to and in favour of the Security Trustee as security for the payment or discharge of all Secured Sums DFL's whole right, title and interest in and to the whole of the Scottish Trust Property and in and to the Scottish Declarations of Trust, surrogating and substituting the Security Trustee in its full right and place therein and thereto
- (b) DFL hereby undertakes, as soon as practicable after the date hereof, to serve notice upon each relevant Dormant Company as trustee under the relevant Scottish Declaration of Trust the assignation made in terms of sub-clause 3 3 hereof and to use reasonable endeavours to procure that such Dormant Company acknowledges receipt of such assignation by delivery of an acknowledgement to the Security Trustee, such notices and acknowledgements to be in such form as the Security Trustee may request

3 4 Confirmation of Existing Security

For the avoidance of doubt, each Chargor confirms for the benefit of the Security Trustee that with effect from the Closing Date, the security granted pursuant to Clauses 3 1 (*Fixed and Floating Charge*) to and including 3 3 (*Scottish Trust Security*) above (the "**Existing Security**") shall (a) remain in full force and effect notwithstanding the amendments made to the Obligor Transaction Documents on or about the Closing Date and (b) continue to secure the Secured Sums under the Obligor Transaction Documents (including, but not limited to, under the Issuer/Borrower Loan Agreement)

- 3 5 Any debentures, mortgages, standard securities or charges (fixed or floating) created in the future by a Chargor (except those in favour of the Security Trustee) shall be expressed to be subject to this Debenture and shall rank in order of priority behind the charges created by or pursuant to this Debenture

- 3 6 Each Chargor shall use its reasonable endeavours promptly to obtain any consent required for the creation of a fixed charge over its rights under any licence of Material Intellectual Property

- 3 7 It is hereby agreed, for the avoidance of doubt, that the fixed charges given by each Chargor over its Receivables under sub-clauses 3 1(h) or 4 1(h) of 3 1 (*Fixed and Floating Charge*) and 4 1 (*Fixed and Floating Charge*) respectively or under a Deed of Accession or Limited Recourse Deed of Accession shall apply to all Receivables owing to such Chargor by any other member of the Group without any requirement for a consent by the relevant Chargor or such member of the Group

3 8 Immediately

- (a) upon the date of this Debenture (or, in relation to any leasehold Mortgaged Property in respect of which the relevant landlord's consent to charge is required, the date, if later, on which the landlord's consent to charge is obtained), in relation to all landlords which are parties under all Leases in existence on the date of this Debenture and all insurers which are party to all insurance policies benefiting a Chargor which are in existence on the date of this Debenture, or

- (b) if later, upon any Chargor entering into a Lease with any person or an insurance policy with any insurer,

the relevant Chargor will give notice to all such landlords and insurers of the fixed Security constituted under or pursuant to this Debenture and any Mortgage, Standard Security, Deed of Accession or Limited Recourse Deed of Accession in respect of any such Lease or insurance policy, such notices being in the form set out in Part A of Schedule 5 (*Notice of Charge*), except for any landlord or insurer that has already received a notice under this Clause 3.8, and will use all reasonable endeavours to procure from each of such landlords and insurers an acknowledgment in the form set out in Part B of Schedule 5 (*Notice of Charge*)

4 SUPPLEMENTAL SECURITY

In addition and without prejudice to the security confirmation contained in Clause 3.4 (*Confirmation of Existing Security*) and without prejudice but subject only to the Existing Security

4.1 Fixed and Floating Charge

Each Chargor with full title guarantee (or, in relation to assets situated in, or otherwise governed by the laws of Scotland, with absolute warranty or in relation to assets situated in, or otherwise governed by the laws of, Northern Ireland, as legal and beneficial owner) hereby charges (excluding the Trust Property) to the Security Trustee with the payment or discharge of those Secured Sums arising as a result of the amendment and restatement of the Obligor Transaction Documents on or around the Closing Date

- (a) by way of first fixed charge (which so far as it relates to land in England and Wales or in Northern Ireland vested in each Chargor at the date hereof shall be a charge by way of first legal mortgage) all such Chargor's right, title and interest from time to time in the Mortgaged Property (other than the Scottish Mortgaged Property or any of the Related Rights in respect of the Mortgaged Property assigned hereunder),
- (b) by way of first equitable fixed charge, all Securities belonging to such Chargor,
- (c) by way of first fixed charge, all contracts and policies of insurance and assurance now or in the future held by or otherwise benefiting such Chargor and all rights and interests of such Chargor in every such contract and policy (including the benefit of all claims arising and all money payable under such contracts and policies),
- (d) by way of first fixed charge, all the goodwill and uncalled capital for the time being of such Chargor,
- (e) by way of first fixed charge all rights, title and interests in and to Intellectual Property belonging to such Chargor now or in the future, in any part of the world (including any Intellectual Property to which such Chargor is not absolutely entitled or to which it is entitled together with others to the extent of its interest in such Intellectual Property),
- (f) by way of first fixed charge all the benefit of agreements and licences now or in the future entered into or enjoyed by such Chargor relating to the use or exploitation of any Intellectual Property in any part of the world, and

- (g) by way of first fixed charge all trade secrets, confidential information and know how owned or enjoyed by such Chargor now or in the future in any part of the world
- (h) by way of first fixed charge, the benefit of all negotiable instruments, guarantees, book debts, bonds, debentures, legal or equitable charges and all other security, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all other rights and remedies now or in the future available to such Chargor as security for any Receivable or for the performance by any third party of any obligation now or in the future owed to such Chargor,
- (i) by way of first fixed charge, all Accounts,
- (j) by way of first floating charge
 - (i) all Assets now or in the future owned by such Chargor except to the extent that such Assets are for the time being effectively charged by any fixed charge contained in the preceding provisions of this Clause 4.1, including any Assets comprised within a charge which is reconverted under Clause 4.3(e), and
 - (ii) without exception all Assets insofar as they are for the time being situated in Scotland or otherwise governed by Scottish law,

but in each case so that such Chargor shall not create any other mortgage, standard security, or any fixed or floating charge or other security over any Floating Charge Asset (other than the Existing Security and the security created herein) (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in sub-clause 7.1(a) of Clause 7 (*Negative Pledge and Other Restrictions*) with respect to any Floating Charge Asset and such Chargor shall not, save as is expressly permitted in the Issuer/Borrower Loan Agreement, without the prior written consent of the Security Trustee, sell, transfer, part with or dispose of any Floating Charge Asset except by way of sale in the ordinary course of its business

4.2 Assignments

Each Chargor with full title guarantee (or, in relation to assets located in Northern Ireland, as legal and beneficial owner) hereby assigns by way of supplemental security (insofar as they are capable of giving such and of being assigned by way of supplemental security) in favour of the Security Trustee but subject to the right of such Chargor to redeem such assignment upon the full payment or discharge of those Secured Sums arising as a result of the amendment and restatement of the Obligor Transaction Documents on or around the Closing Date

- (a) all claims of such Chargor against all persons who are now or in the future the lessees, sub-lessees or licensees of its Mortgaged Property and all guarantors and sureties for the obligations of such persons,
- (b) the benefit of all guarantees, warranties and representations given or made to such Chargor by, and any rights or remedies against, all or any of the manufacturers,

suppliers or installers of any fixtures now or in the future attached to such Mortgaged Property;

- (c) the benefit of all rights and claims to which such Chargor is now or in the future entitled under any agreements for lease, agreements for sale, contracts, deeds, licences, guarantees, covenants, warranties, representations and other documents, options or undertakings relating to any estate, right or interest in or over such Mortgaged Property,
- (d) all rights and claims to which such Chargor is now or in the future entitled against any builder, contractor or professional adviser engaged in relation to such Mortgaged Property or property development or works, including, without limitation, under any collateral warranty or similar agreement,
- (e) the benefit of all rights and claims to which such Chargor is now or in the future entitled under or in respect of any joint venture, partnership or similar arrangement or agreement,
- (f) the Acquisition Agreement Claims of such Chargor,
- (g) all rights, claims and benefits given or made to such Chargor from time to time under or in respect of any loan granted by any member of the Group to such Chargor, and
- (h) the benefit of all rights and claims to which such Chargor is now or in the future entitled under or in respect of the Obligor Transaction Documents

4.3 Crystallisation of Floating Charge

- (a) The floating charge created by any Chargor in sub-clauses 3.1(j) or 4.1(j) of 3.1 (*Fixed and Floating Charge*) and 4.1 (*Fixed and Floating Charge*) respectively or under a Deed of Accession or Limited Recourse Deed of Accession may by notice in writing given at any time by the Security Trustee to such Chargor with immediate effect be crystallised into a fixed charge as regards such Floating Charge Assets or class or classes of Floating Charge Assets as shall be specified in the notice or if no Floating Charge Assets are so specified, over all Floating Charge Assets of the relevant Chargor if
 - (i) a Loan Event of Default has occurred, or
 - (ii) the Security Trustee considers such assets to be in jeopardy or in danger of being seized or sold pursuant to any form of legal process, or
 - (iii) the Security Trustee becomes aware or has reason to believe that steps have been taken which would, in the opinion of the Security Trustee, be likely to lead to the presentation of a petition to appoint an administrator in relation to such Chargor (or such an administrator has been appointed) or to wind up such Chargor or that any such a petition has been presented, which in the opinion of the Security Trustee is likely to result in the winding up of such Chargor or the appointment of such an administrator, or

- (iv) the Security Trustee considers that it is desirable in order to protect the priority of the security
- (b) If any Chargor, without the Security Trustee's prior written consent, (or in relation to sub-clause (iv) any person) resolves to take or takes any step to
 - (i) charge (whether by way of fixed or floating charge) or otherwise encumber any of its Floating Charge Assets,
 - (ii) create a trust over any such Floating Charge Asset,
 - (iii) dispose of any such Floating Charge Asset except by way of sale or other disposition in the ordinary course of such Chargor's business or as is expressly permitted in the Issuer/Borrower Loan Agreement, or
 - (iv) levy any distress, execution, diligence, sequestration or other process against any Floating Charge Asset but for so long as no Loan Event of Default has occurred and is continuing only to the extent that such action does not constitute a Loan Event of Default,

then the floating charge created by sub-clauses 3.1(j) or 4.1(j) of 3.1 (*Fixed and Floating Charge*) and 4.1 (*Fixed and Floating Charge*) respectively or under a Deed of Accession or Limited Recourse Deed of Accession shall be automatically crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset instantly on the occurrence of such event

- (c) Upon the occurrence of any of the events specified in sub-clauses (a) and (b), the Security Trustee may, in relation to any Floating Charge Asset situated in Scotland or otherwise governed by Scots law, request that the relevant Chargor execute and deliver to the Security Trustee such appropriate form of fixed security as the Security Trustee may specify
- (d) Except as otherwise stated in any notice given under sub-clause (a) of this Clause 4.3 or unless such notice relates to all Floating Charge Assets, Floating Charge Assets acquired by any Chargor after crystallisation has occurred under sub-clause (a) shall continue to be subject to the floating charge created by sub-clauses 3.1(j) or 4.1(j) of 3.1 (*Fixed and Floating Charge*) and 4.1 (*Fixed and Floating Charge*) respectively or under a Deed of Accession or Limited Recourse Deed of Accession, so that the crystallisation shall be effective only as to its Floating Charge Assets in existence at the date of crystallisation
- (e) Any charge by a Chargor which has crystallised under Clause (a) or (b) may, by notice in writing given at any time by the Security Trustee to such Chargor, be reconverted into a floating charge in relation to the Assets or class or classes of Assets specified in such notice
- (f) Any mortgage, standard security, fixed charge or other fixed security whenever and however created by a Chargor and subsisting in favour of the Security Trustee shall (save as the Security Trustee may otherwise declare at or after the time of its creation) have priority over the floating charge created by sub-clauses 3.1(j) or 4.1(j) of 3.1

(*Fixed and Floating Charge*) and 4 1 (*Fixed and Floating Charge*) respectively or under a Deed of Accession or Limited Recourse Deed of Accession

5. TITLE DOCUMENTS AND VOTING RIGHTS

5 1 Subject to the rights of any prior mortgagee or heritable creditor and except as otherwise expressly agreed in writing by the Security Trustee, each Chargor shall deposit with the Security Trustee, or such other party as the Security Trustee may agree, and the Security Trustee shall be entitled to retain (or agree to such other party to retain on its behalf), all deeds and documents of title relating to all its Assets charged by way of fixed charge under Clauses 3 1 (*Fixed and Floating Charge*) or 4 1 (*Fixed and Floating Charge*) or under a Deed of Accession or Limited Recourse Deed of Accession (including policies of insurance and assurance and agreements and licences referred to in clauses 3 1(f) and 4 1(f)) or secured by way of Standard Security

5 2 Voting rights prior to the enforcement of security

Prior to the enforcement of the security created by or pursuant to this Debenture, the Chargors shall be entitled to exercise all voting rights in relation to the Securities and the Security Trustee shall, at the request and expense of the Chargors, execute or procure that its nominee(s) execute such forms of proxy in favour of the Chargors (or their nominee(s) as they may reasonably require), provided that the Chargors shall not be so entitled if the exercise of such voting rights would

- (a) have the effect of changing the terms of such Securities (or any class of them) or of any Related Rights unless permitted by the Obligor Transaction Documents, or
- (b) be prejudicial to the interests of the Security Trustee and/or the other Obligor Secured Creditors

5 3 Voting rights after the enforcement of security

Subject to Clause 5 4 (*Waiver of voting rights by Security Trustee*) and Clause 15 1 (*Enforcement*), upon the enforcement of the security created by or pursuant to this Debenture, the Security Trustee may, at its discretion, (in the name of the Chargors or otherwise and without any further consent or authority from the Chargors), exercise (or refrain from exercising) all or any voting rights (as determined by the Security Trustee) in respect of the Securities and transfer part or all of the Securities into the name of such nominee(s) of the Security Trustee as it shall require

5 4 Waiver of voting rights by Security Trustee

- (a) The Security Trustee may, in its absolute discretion and without any consent or authority from the Obligor Secured Creditors, by notice to the Chargors (which notice shall be irrevocable) elect to give up the right to exercise (or refrain from exercising) all or any voting rights (as determined by the Security Trustee) in respect of the Securities conferred or to be conferred on the Security Trustee pursuant to Clause 5 3 (*Voting rights after the enforcement of security*) and Clause 15 1 (*Enforcement*)
- (b) Once a notice has been issued by the Security Trustee under sub-clause 5 4(a) of this Clause 5 4 on and from the date of such notice the Security Trustee shall cease to

have the rights to exercise or refrain from exercising voting rights in respect of the relevant Securities conferred or to be conferred on it pursuant to Clause 5.3 (*Voting rights after the enforcement of security*) or any other provision of this Deed and all such rights will be exercisable by the Chargors. The Chargors shall be entitled on and from the date of such notice, to exercise all voting rights in relation to the relevant Securities subject to Clause 5.5 below

- 5.5 Each Chargor undertakes not to exercise any voting or other rights in a way which may be reasonably likely to prejudice the value of the Securities or otherwise jeopardise the security constituted by this Debenture or any Mortgage, Deed of Accession or Limited Recourse of Accession

6. COLLECTION OF RECEIVABLES

- 6.1 If the Security Trustee releases, waives or postpones its rights in respect of any Receivables, the charges created by this Debenture shall in all other respects remain in full force and effect. In particular, all amounts becoming due to such Chargor from the third party and any Receivables re-assigned, or due to be re-assigned, by the third party to such Chargor shall be subject to the relevant charge created by Clauses 3.1 (*Fixed and Floating Charge*) and 4.1 (*Fixed and Floating Charge*) or under a Deed of Accession or Limited Recourse Deed of Accession, subject only to any defences or rights of set-off which the third party may have against such Chargor

- 6.2 Whilst a Loan Event of Default has occurred and is continuing each Chargor shall deliver to the Security Trustee such particulars as to the amount and nature of its Receivables as the Security Trustee may from time to time require

7. NEGATIVE PLEDGE AND OTHER RESTRICTIONS

- 7.1 No Chargor shall or shall agree to, without the prior written consent of the Security Trustee or as otherwise permitted in this Debenture or the Issuer/Borrower Loan Agreement

- (a) create, or agree or attempt to create, or permit to subsist, any Security over any of its Assets,
- (b) execute any conveyance, transfer, sell, dispose of, assign, lease, permit any right to use or occupy, license or sub-license, create any legal or equitable estate or grant any other interest in all or any part of the Charged Properties or purport to do any such act, or part with possession or ownership of them, or allow any right to use any Intellectual Property Right, or
- (c) disclose to any person or permit any person to use or disclose any trade secrets, confidential information and/or know how charged pursuant to Clauses 3.1(g) and 4.1(g) ("**Information**") or under a Deed of Accession or Limited Recourse Deed of Accession, except (i) to the extent that such disclosure or permission is necessary for the ordinary course of business and subject to the recipient's undertaking to treat such Information as confidential and not to make any further use or disclosure thereof or (ii) where disclosure is required by law, by a court of competent jurisdiction or by another appropriate regulatory body

- 7 2 Each Chargor hereby undertakes to apply to the Chief Land Registrar for a restriction (and to the Senior Registrar of the Land Registry in Northern Ireland for an inhibition) to be entered on the register of title of all registered land forming part of the Mortgaged Property (as defined in any Mortgage) in accordance with the terms of any Mortgage and further agrees to apply for such a restriction in respect of all Mortgaged Property in England and Wales (and an inhibition in respect of all Mortgaged Property in Northern Ireland) acquired by such Chargor after the date of this Debenture, in the following terms

"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 "

8. FURTHER ASSURANCE

- 8 1 Each Chargor shall promptly enter into a Mortgage over any Mortgaged Property (other than a Scottish Mortgaged Property) and, where applicable, a Standard Security over any Scottish Mortgaged Property and shall do all such acts or execute all such documents (including assignments, assignations, transfers, mortgages, standard securities, charges, notices and instructions) as the Security Trustee may specify (and in such form as the Security Trustee may require in favour of the Security Trustee or its nominee(s))

- (a) to perfect the security created or intended to be created in respect of the Charged Properties (which may include the execution by each Chargor of a mortgage, standard security, charge, assignment, assignation or pledge over all or any of the assets constituting, or intended to constitute, Charged Properties) or for the exercise of the Collateral Rights in accordance with the rights vested in the Security Trustee under this Debenture,
- (b) to confer on the Security Trustee security over any property and assets of each Chargor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to this Debenture, and/or
- (c) to facilitate the realisation of the Charged Properties

- 8 2 Each Chargor shall take all such action as is available to it (including making all filings registrations and recordings) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Security Trustee by or pursuant to this Debenture, any Mortgage, any Standard Security and any Deed of Accession or Limited Recourse Deed of Accession

- 8 3 Each Chargor shall use all reasonable endeavours to obtain (in form and content satisfactory to the Security Trustee) as soon as possible any consents necessary (including any consent necessary for any Mortgage or Standard Security in terms of Clause 8 6 hereof) to enable the assets of the Company to be the subject of an effective fixed charge or assignment pursuant to Clause 3 (*Charging Clause*) and Clause 4 (*Supplemental Security*) or under a Deed of Accession or Limited Recourse Deed of Accession or to be the subject of a Standard Security and, immediately upon obtaining any such consent the relevant Chargor shall promptly deliver a copy of each consent to the Security Trustee

- 8 4 The obligations of each of the Chargors under this Debenture and any Mortgage shall be in addition to the covenants for title deemed to be included in this Debenture and any Mortgage by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 (or in relation to Charged Properties in Northern Ireland, section 7 of the Conveyancing and Law of Property Act 1881)
- 8 5 Each Chargor shall on demand by the Security Trustee in writing execute and deliver to the Security Trustee at the cost of such Chargor and in such form as the Security Trustee may require
- (a) a legal assignment by way of security or other fixed security over all or any of its Intellectual Property Rights or Receivables,
 - (b) such documents and transfers and give such instructions and perform such other acts as the Security Trustee may require at any time to constitute or perfect an equitable or legal charge (excluding a legal charge of any shares in the Group) (at the Security Trustee's option) over registered Securities or a pledge over bearer Securities, including any Securities eligible to participate in any paperless transfer and settlement system or held in a clearing system,
 - (c) a chattel mortgage over such chattels, plant, machinery, computers and/or other equipment of such Chargor as the Security Trustee may specify,
 - (d) a fixed charge or other fixed security over any of its Floating Charge Assets,
 - (e) where any of its Assets are situated outside England and Wales, such fixed security under the law of the place where the Asset is situated (including, in relation to Assets situated in Scotland or otherwise governed by Scots law, fixed security by way of standard security, assignation, pledge or otherwise) as the Security Trustee may require,
 - (f) a notice to any third party of any of the charges, assignments or assignation contained in or granted pursuant to this Debenture or any Mortgage or Standard Security and in each case shall use all reasonable endeavours to procure that each notice is acknowledged by the relevant third party or, as the case may be, the bank or financial institutions with which any of the Accounts are opened or maintained,
 - (g) such other documents as the Security Trustee may in its discretion think fit further to secure the payment of the Secured Sums, or to perfect this Debenture or any Mortgage, Deed of Accession or Limited Recourse Deed of Accession or other security granted pursuant hereto or thereto, or to vest title to any Asset in the Security Trustee or its nominee or any purchaser following enforcement of the Debenture or any Mortgage Deed of Accession or Limited Recourse Deed of Accession or other security granted pursuant hereto provided that for so long as no Loan Event of Default has occurred any such document shall not contain provisions more onerous than those contained in the Original Security Documents, and
 - (h) such other documents as the Security Trustee may in its discretion think fit further to vest title to any Asset in the Security Trustee or its nominee or any purchaser

8.6 Each Chargor shall at the cost of such Chargor

- (a) in relation to any Mortgaged Property in respect of which the consent of a landlord or other third party is required to the creation of the security effected by or pursuant to this Debenture or any Mortgage or any Standard Security
 - (i) use all reasonable endeavours (including payment of reasonable fees, costs and expenses and compliance with any reasonable landlord's requests) to obtain the consent of such landlords and the consent of any other third party to the creation of such security as soon as possible and, in any event, within two months of the date of this Debenture, and
 - (ii) keep the Security Trustee informed on request of the progress of its negotiations with the landlord and any other third party and to produce to the Security Trustee a copy of each consent forthwith upon its receipt
- (b) in relation to the Mortgaged Properties (as specified in Schedule 6 (*Leaseholds not owned by DFL*)) to the extent that the legal interest in such Mortgaged Properties is not vested in DFL and subject to the terms of the Lease
 - (i) procure that the member of the Group in which such Mortgaged Property is vested
 - (A) uses all reasonable endeavours (including payment of reasonable fees, costs and expenses and compliance with any reasonable landlord's requests) to obtain the consent of landlords and the consent of any other third party that is required to (aa) the assignment or assignation of all interests in such Mortgaged Properties to DFL and (bb) the creation of the Security effected by or pursuant to this Debenture and any Mortgage, Deed of Accession, Limited Recourse Deed of Accession or any Standard Security as soon as reasonably practicable after the date of this Debenture, and
 - (B) keeps the Security Trustee informed on request of the progress of its negotiations with the landlord and produces to the Security Trustee a copy of each consent forthwith upon its receipt,
 - (ii) procure that DFL promptly execute and deliver to the Security Trustee in such form as the Security Trustee may require a first legal mortgage or, as appropriate, a first ranking standard security of such Mortgaged Properties,
 - (iii) procure that DFL attend to the adjudication, stamping and particulars delivered stamping of the transfers or assignations of any properties transferred to DFL pursuant to the preceding provisions of this Clause 8.6 as soon as reasonably practicable following the relevant transfer or assignations,
 - (iv) procure that DFL make an application to the Land Registry, the Land Registry of Northern Ireland or Registers of Scotland for
 - (A) registration or recording of DFL as proprietor, registered owner or heritable proprietor of such property referred to in sub-clause (iii)

and, where applicable within the relevant priority period of the Land Registry searches carried out in the name of the Security Trustee or (where applicable) in relation to such of those properties which are unregistered (in relation to leasehold properties only to the extent that the leases are registrable by reference to the length of the lease term) as soon as reasonably practicable, and

(B) registration of this Debenture and any Mortgage or registration or recording of each Standard Security as a first fixed charge or first ranking fixed security and, where appropriate, a note of the floating charge contained in this Debenture or in a Deed of Accession or Limited Recourse Deed of Accession in favour of the Security Trustee against the title to each of the Mortgaged Properties pursuant to this Debenture and/or any Mortgage and at the Registry of Deeds for Northern Ireland,

(v) use all reasonable endeavours (including payment of reasonable fees, costs and expenses) to procure that statutory declarations are obtained in respect of any missing or incomplete title deeds to any of the Mortgaged Properties and to obtain replacement title deeds or Land Certificates where appropriate where the missing or incomplete title deeds materially and adversely affect the marketability of the property or its ability to be used for its existing use in the opinion of the Security Trustee

8 7 Each Chargor shall on demand by the Security Trustee in writing execute and deliver to the Security Trustee at the cost of such Chargor and in such form as the Security Trustee may require

(a) a legal mortgage or where applicable standard security of any Mortgaged Property not expressly referred to in Clause 8 6 now or from time to time belonging to such Chargor, and

(b) a fixed charge or an assignment or assignation by way of security over any Related Rights, not capable of being charged by way of legal mortgage or standard security in any Mortgaged Property not expressly referred to in Clause 8 6 now or in the future belonging to such Chargor

8 8 Each Chargor shall at the cost of such Chargor on demand from the Security Trustee in writing procure that such resolutions are passed and any other necessary action is taken to remove any lien on shares, any restriction on the free transfer of shares or any other restriction in the constitutional documents of any Dormant Company or any other member of the Group which is not a party to this Debenture to the extent that such provisions impede, restrict or fetter the Security constituted by or pursuant to this Debenture, any Deed of Accession, any Limited Recourse Deed of Accession or any Mortgage or any enforcement in connection therewith

9. CONTINUING SECURITY AND FURTHER ADVANCES

9 1 This Debenture, any Mortgage, any Standard Security, any Deed of Accession or any Limited Recourse Deed of Accession and any other security granted pursuant thereto shall be a continuing security to the Security Trustee and the Obligor Secured Creditors,



notwithstanding any intermediate payment or settlement of account or any other matter whatever, and shall be in addition to and shall not prejudice or be prejudiced by any right of lien, set-off, combination or other rights exercisable by the Security Trustee and/or the Obligor Secured Creditors as bankers against the Chargers or any security, guarantee, indemnity and/or negotiable instrument now or in the future held by the Security Trustee or any Obligor Secured Creditor

9.2 Further Advances

- (a) Subject to the terms of the Obligor Transaction Documents, 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 Debenture as if set out in this Debenture
- (b) Each Charger shall apply promptly to the Chief Land Registrar to enter a note of obligation to make further advances on the Charges register of any registered land forming part of the Charged Property (save in relation to Northern Irish Mortgaged Property where no such note can be registered)

10. GENERAL COVENANTS

- 10.1 Each Charger shall at all times promptly notify the Security Trustee in writing of its acquisition of any interest or right in or to any Mortgaged Property or any Intellectual Property Rights
- 10.2 No Charger shall, without the prior written consent of the Security Trustee, seek to compromise, compound, discharge, postpone, release, set-off, settle or subordinate any of its Receivables or waive its rights of action in connection with them, or do or omit to do anything which may delay or prejudice their full recovery

11. INSURANCE COVENANTS

- 11.1 Each Charger shall use all reasonable endeavours (including reasonable fees, expenses and costs) to procure that its relevant insurer or, at the Security Trustee's option, such Charger's insurance broker, undertakes in writing to the Security Trustee.
 - (a) if such Charger defaults in the payment of any premium or fails to renew any such insurance as soon as such default or non-renewal comes to the insurer's knowledge and (pending receipt of instructions from the Security Trustee), to keep the Security Trustee's interest in such insurance in force up to the full sum insured and for the same risks (subject to the premium for any such period of extended cover being payable by the Security Trustee for the account of such Charger) provided that the Security Trustee shall not be obliged to pay such premiums and shall only do so if it has been previously indemnified and/or secured to its satisfaction,
 - (b) to advise the Security Trustee of any proposed cancellation of the policy at least 14 days before such cancellation is due to take effect,
 - (c) if the insurance cover is to be reduced or any insured risks are to be restricted, to advise the Security Trustee at least 14 days before such reduction or restriction is due to take effect, and

- (d) to advise the Security Trustee of any act or omission or any event which comes to the knowledge of the insurer or the broker (as the case may be) and which would invalidate or render unenforceable the insurance in whole or in part

11.2 Each Chargor shall comply, and procure that the Borrower is able to comply, with the requirements of clause 16.7 (*Treatment of Insurance Proceeds on Permitted Disposal*) of the Issuer/Borrower Loan Agreement and the Working Capital Facility Agreement in relation to all monies received by, or due to, any Chargor in respect of any policy of insurance

12. PROPERTY COVENANTS

12.1 Each Chargor shall at all times

- (a) keep all the Mortgaged Properties in good and substantial repair (or, in relation to leasehold properties in respect of which the standard of repairs required under the relevant lease is good and tenable or is limited by reference to a schedule of condition, the standard of repair required by the relevant lease) and in good working order and condition (except only for fair wear and tear) and will not, without the prior written consent of the Security Trustee, alter, pull down, remove or dispose of any of the same except in the ordinary course of repair, maintenance or improvement,
- (b) permit the Security Trustee to inspect any Mortgaged Property vested in such Chargor or in which it has an interest and promptly after being required to do so by the Security Trustee, make good works of repair in a Mortgaged Property and any other machinery or equipment forming part of a Mortgaged Property,
- (c) as soon as practicable provide to the Security Trustee such documents or information relating to such Mortgaged Property as the Security Trustee may from time to time require,
- (d) punctually pay or cause to be paid and keep the Security Trustee indemnified against, all material rents, rates, taxes, levies, charges, duties, assessments, impositions and outgoings whatever (whether parliamentary, parochial, local or otherwise) assessed, charged or imposed upon or now or in the future payable in respect of all or any Mortgaged Property vested in such Chargor or in which it has an interest and, upon reasonable request, produce to the Security Trustee proof of such payment,
- (e) ensure the due observance of all material laws, statutes, statutory instruments, regulations and bye-laws for the time being in force and all notices, orders and requirements of any competent authority (statutory or otherwise) and all directives and codes of practice affecting any Mortgaged Property vested in such Chargor or in which it has an interest or affecting such Chargor's business or the Assets or relating to the protection of the environment or health and safety and carry out all material works and give effect to all arrangements which any such authority may direct,
- (f) complete any building operations commenced at any time by such Chargor on any such Mortgaged Property in conformity with all material requisite planning and bye-law consents (including the provisions of any agreement entered into by such Chargor with any such authority),

- (g) observe and perform the terms of all material agreements, assignments, assignments, contracts, conveyances, grants and other deeds and documents for the time being binding on such Chargor or affecting any such Mortgaged Property or its use or enjoyment and such Chargor shall not take or omit to take any action of any kind whereby any interest or estate of such Chargor in any such Mortgaged Property could be forfeited or irritated or otherwise adversely affected or surrender any lease granted to it of any such Mortgaged Property (except as permitted in the Issuer/Borrower Loan Agreement),
- (h) duly and diligently enforce all restrictive or other covenants, undertakings, stipulations and obligations benefiting any Mortgaged Property and not waive, release or vary (or agree to do so) the obligations of any other party thereto (except as permitted in the Issuer/Borrower Loan Agreement),
- (i) punctually pay the rents reserved by and observe and perform the other material covenants, undertakings, agreements or obligations on the part of such Chargor to be observed and performed which are contained in any lease, agreement for lease, tenancy agreement or licence to occupy any such Mortgaged Property and enforce the observance and performance by the landlord or licensor of its material obligations under any such document,
- (j) supply to the Security Trustee (within fourteen days of receipt) copies of any material notice, order or proposal received by such Chargor from any competent authority (statutory or otherwise) or from any landlord or tenant (whether under any statute or otherwise) affecting any such Mortgaged Property in any material respect, and at the cost of the Chargor either comply with such notice or order or (if so requested by the Security Trustee) make or join with the Security Trustee in making such objections or representations or taking such other steps as the Security Trustee may think fit and while a Loan Event of Default is continuing any compensation received by the Chargor as a result shall be charged to the Security Trustee and paid to it and applied in or towards the discharge of the Secured Sums,
- (k) notify the Security Trustee, promptly on receipt, of any material claim, notice or other communication received by the Chargor alleging non-compliance by it in relation to any matter referred to in this Clause 12.1, and
- (l) upon the execution of this Debenture and upon the acquisition by it of any interest in any freehold, heritable, leasehold or other immovable property, deliver (or procure to deliver) to the Security Trustee, and the Security Trustee shall be entitled to hold and retain, all deeds, certificates and other documents of title referring to such property.

12.2 No Chargor shall, in respect of Material Land, without the prior written consent of the Security Trustee, at any time

- (a) save in the ordinary course of repair, replacement, maintenance or improvement, or as required by statute or in connection with any disposal or cessation of the business at the same, (i) demolish or erect any building or make any structural alteration or carry out any development (as defined in section 55 Town and Country Planning Act 1990, article 11 of the Planning (Northern Ireland) Order 1991 or, as applicable, section 26 of the Town and Country Planning (Scotland) Act 1997) on any such Mortgaged Property or (ii) apply for any planning consent for the development of any such

Mortgaged Property, or (iii) sever, remove or dispose of any fixture on it or effect, carry out or permit a material change in the use of any such Mortgaged Property, or

- (b) enter into onerous or restrictive obligations affecting any such Material Land or create or permit to arise any overriding interest burden, servitude, wayleave or any easement or right whatever in or over it which could adversely affect its value or the value of the security over it other than as required by statute (except as permitted in the Issuer/Borrower Loan Agreement)

12.3 In the case of any Material Land, title to which is or will be registered under the Land Registration Acts 1925 to 2002, acquired by or on behalf of the Chargors after the execution of this Debenture, the Chargors shall promptly notify the Security Trustee of the title number(s) and, contemporaneously with the making of an application to the Land Registry for the registration of the Chargors of the Registered Proprietor thereof, apply to the Chief Land Registrar to enter a notice of any Mortgage on the Charges Register of such property

12.4 If a Chargor defaults in the performance of any covenant contained in this Clause 12, the Security Trustee or any Receiver may (but shall not be obliged to) do whatever may be necessary to rectify such default and all sums expended by the Security Trustee or any Receiver under this provision shall be recoverable from such Chargor under Clause 22 (*Costs and Interests on Overdue Amounts*). Such Chargor shall also permit the Security Trustee, or any person appointed by the Security Trustee, for such purpose to enter upon all or any of its Material Land to effect such repairs as the Security Trustee may consider necessary without becoming liable as a mortgagee or heritable creditor in possession

12.5 Each Chargor shall indemnify the Security Trustee and its employees and agents fully at all times against any claim, liability, loss or expense incurred by them directly or indirectly as a result of any actual or alleged failure by such Chargor to comply with any covenant contained in this Clause 12 or to comply with any law, regulation, directive or code of practice applicable to such Chargor or to its business or the Assets or relating to the protection of the environment or health and safety

13. INTELLECTUAL PROPERTY COVENANTS

13.1 Each Chargor shall, during the continuance of this security

- (a) take all necessary action to protect and maintain Intellectual Property Rights and to exercise all available rights and remedies to protect and maintain the Material Intellectual Property and as soon as practicable notify the Security Trustee of any infringement or alleged infringement or any challenge to the validity of any Intellectual Property Rights or Material Intellectual Property of which such Chargor has notice and supply the Security Trustee with all information in its possession relating thereto as the Security Trustee may request,
- (b) duly register (and pay all fees and costs in connection therewith) in such register(s) or with such authorities as may be available for the purpose (in the United Kingdom or elsewhere) and in such name(s) as may be required by the law and practice of the place of registration such of the following as may be capable of registration, whether in the United Kingdom or elsewhere

- (i) this Debenture, any Deed of Accession, any Limited Recourse Deed of Accession and any Mortgage,
 - (ii) all licences, registered user agreements or other interests granted to or acquired by such Chargor relating to the Intellectual Property Rights necessary for the carrying on of the business of the Group, and
 - (iii) all future assignments and/or mortgages and/or assignments made hereunder,
- (c) pay all application, registration, renewal and other payments necessary for effecting, protecting, maintaining or renewing registrations required to be made under sub-clause (b) of this Clause 13 prior to the latest time provided for payment thereof and send or deliver to the Security Trustee the receipt for every such payment immediately after the same shall have been made. If default shall be made by such Chargor in making such payments the Security Trustee may make such payments. All moneys expended by the Security Trustee shall be recoverable by the Security Trustee under Clause 22 (*Costs and Interest on Overdue Amounts*),
- (d) do all acts and things necessary for maintaining the Intellectual Property Rights,
- (e) use reasonable endeavours to procure that the respective proprietor thereof shall agree in writing to notify the Security Trustee of any renewal or other fees due in respect of registered Material Intellectual Property and of any acts or things necessary for protecting and maintaining any of the Material Intellectual Property before such payment is due or such act or thing must be done,
- (f) maintain an up-to-date record of all Material Intellectual Property owned or used by such Chargor and provide a copy to the Security Trustee on written request within seven days of such request,
- (g) at the request of the Security Trustee, provide the Security Trustee within fourteen days of the request with a written summary of all Intellectual Property Rights comprised in Clauses 3 1(e) and 4 1(e) or under a Deed of Accession or Limited Recourse Deed of Accession acquired by such Chargor (whether in the United Kingdom or elsewhere) since the creation of this Debenture or the date of the last notification, as the case may be,
- (h) not sell, assign, transfer, license, sub-licence or agree to license any Intellectual Property Rights or any interest therein or permit any third party to use or exploit such Intellectual Property Rights save as is expressly permitted in the Issuer/Borrower Loan Agreement,
- (i) diligently commence and prosecute and/or assist the proprietor in commencing and prosecuting all proceedings as may be necessary to prevent infringement or, as applicable, continued infringement of all Material Intellectual Property,
- (j) not without the Security Trustee's prior written consent use the Security Trustee's name in or join the Security Trustee into any proceedings relating to infringement of any Material Intellectual Property, and

- (k) execute all such documents and do all acts that the Security Trustee may require to record the interest of the Security Trustee in any registers relating to Intellectual Property

13 2 In relation to Material Intellectual Property, if any, which is from time to time registered in the name of a Chargor each Chargor hereby appoints the Security Trustee as its authorised agent to make any filings, registrations or renewals at the Trade Marks Registry or otherwise as shall be necessary to give effect to Clause 13 1 where the Chargor has failed to do so and hereby irrevocably authorises the Security Trustee, if any Chargor shall during the continuance of this Debenture make default in carrying out any of its obligations under Clause 13 1 in respect of Material Intellectual Property registered in its name, to effect such registrations, renewals, payments and notifications or carry out such acts or things at the expense of the relevant Chargor as shall be necessary to protect the Security Trustee's interest hereunder or to protect or maintain the Material Intellectual Property in question or any of it

14. LEASES, POSSESSION OF LAND AND CONSOLIDATION OF MORTGAGES

14 1 No Chargor shall, without the prior written consent of the Security Trustee, exercise any power of leasing, or accepting surrenders or renunciations of leases of, any Material Land, nor (save where obliged to do so by law) extend, renew (other than on substantially similar terms) or vary any lease or tenancy agreement or give any licence to assign or underlet nor make any election to waive exemption under paragraph 2 Schedule 10 to the Value Added Tax Act 1994 in its capacity as landlord of any such Material Land (except as expressly permitted in the Issuer/Borrower Loan Agreement)

14 2 No Chargor shall part with possession (except on the determination of any lease, tenancy or licence granted to such Chargor) of any Material Land or share the occupation of it with any other person (other than a member of the Group provided no relationship of landlord and tenant is created) or agree to do so, without the prior written consent of the Security Trustee (except as expressly permitted in the Issuer/Borrower Loan Agreement)

14 3 Section 93 of the Law of Property Act 1925 (or where applicable, section 17 of the Conveyancing and Law of Property Act 1881), dealing with the consolidation of mortgages, shall not apply to this Debenture

15. ENFORCEMENT OF SECURITY

15 1 Enforcement

At any time after the occurrence of a Loan Event of Default, the security created by or pursuant to this Debenture is immediately enforceable and the Security Trustee may, without notice to the Chargors or prior authorisation from any court, in its absolute discretion

- (a) enforce all or any part of that security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property, and
- (b) whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Law of Property Act 1925 (or as applicable the Conveyancing and Law of Property Act 1881, in either case as varied

or extended by this Debenture) on mortgagees and by this Debenture on any Receiver or otherwise conferred by law on mortgagees or Receivers

15.2 No Liability as Mortgagee in Possession

Neither the Security Trustee nor any Receiver shall be liable to account as a mortgagee or heritable creditor in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Charged Property to which a mortgagee in possession might otherwise be liable

16. POWERS OF SALE, LEASING AND ACCEPTING SURRENDERS

16.1 Section 103 of the Law of Property Act 1925 (or section 20 Conveyancing and Law of Property Act 1881 in relation to Northern Ireland Mortgaged Property) (to the extent applicable) shall not apply to this Debenture, but the statutory power of sale shall (as between the Security Trustee and a purchaser from the Security Trustee) arise on, and be exercisable at any time after, the execution of this Debenture. However, the Security Trustee shall not exercise such power of sale until the payment of all or part of the Secured Sums has been demanded, or a Receiver has been appointed, but this provision shall not affect a purchaser or require him to ask whether a demand or appointment has been made

16.2 The statutory powers of sale, leasing and accepting surrenders or renunciations exercisable by the Security Trustee by virtue of this Debenture are extended so as to authorise the Security Trustee (whether in its own name or that of the Chargor concerned) to grant a lease or leases of any Mortgaged Property, with such rights relating to other such Mortgaged Property, and containing such covenants and undertakings on the part of such Chargor, and generally on such terms and conditions, as the Security Trustee shall think fit

16.3 The statutory power of sale exercisable by the Security Trustee is extended so as to authorise the Security Trustee to sever any fixtures from Mortgaged Property and sell them separately

16.4 No person dealing with the Security Trustee or any Receiver, its agents or brokers, shall be concerned to enquire whether this Debenture or any security granted pursuant hereto has become enforceable, or whether any power exercised or purported to be exercised has become exercisable, or whether any Secured Sums remain due upon this Debenture, or as to the necessity or expediency of any stipulations and conditions subject to which the sale of any Assets shall be made, or otherwise as to the propriety or regularity of the sale of any Asset, or to see to the application of any money paid to the Security Trustee or such Receiver, or its agents or brokers, and each such dealing shall be deemed to be within the powers hereby conferred and to be valid and effectual accordingly

17. OPENING OF NEW ACCOUNTS

17.1 On receiving notice that any Chargor has encumbered (other than by way of Permitted Security) or disposed of (except as expressly permitted in the Issuer/Borrower Loan Agreement) any of its Assets, the Security Trustee and/or any Obligor Secured Creditor may rule off such Chargor's account or accounts and open a new account or accounts with such Chargor

17.2 If the Security Trustee or any Obligor Secured Creditor does not open a new account or accounts immediately on receipt of such notice, it shall nevertheless be treated as if it had

done so at the time when it received such notice and as from that time all payments made by such Chargor to the Security Trustee or such Obligor Secured Creditor shall be treated as having been credited to such new account or accounts and shall not operate to reduce the amount owing from such Chargor to the Security Trustee or such Obligor Secured Creditor at the time when it received such notice

18. APPOINTMENT AND POWERS OF A RECEIVER

18.1 The Security Trustee may appoint by writing any person or persons to be a receiver and manager or receivers and managers of all or any part of the Assets of such Chargor

- (a) Where more than one Receiver is appointed, they shall have power to act separately unless the Security Trustee shall in the appointment specify to the contrary
- (b) The Security Trustee may from time to time determine the remuneration of the Receiver
- (c) The Security Trustee may (subject to section 45 of the Insolvency Act 1986 and article 55 of the Insolvency (Northern Ireland) Order 1989) remove the Receiver from all or any of the Assets of which he is the Receiver
- (d) Such an appointment shall not preclude (i) the Security Trustee from making any subsequent appointment of a Receiver over all or any Assets over which a Receiver has not previously been appointed or has ceased to act, or (ii) a Receiver, while continuing to act, consenting to the appointment of an additional Receiver to act with him
- (e) The Receiver shall be the agent of the Chargor concerned (which shall be solely liable for his acts, defaults and remuneration) unless and until such Chargor goes into liquidation, after which he shall act as principal and shall not become the agent of the Security Trustee or the Obligor Secured Creditors
- (f) The Receiver shall have and be entitled to exercise in relation to the Chargor concerned all the powers set out in Schedules 1 and 2 to the Insolvency Act 1986 (or in relation to any Chargor registered in Northern Ireland, in Schedules 1 and 2 to the Insolvency (Northern Ireland) Order 1989) and in particular, by way of addition and without limiting such powers (and without prejudice to the powers of the Security Trustee and the Obligor Secured Creditors), the Receiver shall have power
 - (i) to take possession of, collect and get in all or any part of the Assets of the relevant Chargor and to take and defend any proceedings (including proceedings for its winding up or proceedings by way of arbitration) in its name or otherwise as he shall think fit,
 - (ii) to carry on or concur in carrying on the business of the relevant Chargor and raise money from any Obligor Secured Creditor or others without security or on the security of all or any of its Assets,
 - (iii) to sell or concur in selling (where necessary with the leave of the Court), lease or concur in leasing, licence or concur in licensing, grant options over and, without the need to observe any of the provisions of sections 99 and 100

of the Law of Property Act 1925 or sections 19 and 20 of the Conveyancing and Law of Property Act 1881, let or concur in letting and to terminate or to accept surrenders or renunciations of leases, licences or tenancies of all or any of the Assets of the relevant Chargor in such manner and generally on such terms and conditions as he shall think fit in his absolute and unfettered discretion and any such sale or disposition may be for cash, debentures, securities or other valuable consideration (in each case payable in a lump sum or by instalments) and to carry any such transactions into effect in the name of and on behalf of such Chargor,

- (iv) to promote the formation of a Subsidiary or Subsidiaries of the relevant Chargor with a view to such Subsidiary or Subsidiaries purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Assets of such Chargor,
- (v) to arrange for such Subsidiary or Subsidiaries to trade or cease to trade as the Receiver may think fit from time to time,
- (vi) to sever any fixtures from the Land of which they form part,
- (vii) to exercise all voting and other rights attaching to Securities owned by the relevant Chargor,
- (viii) to arrange for the purchase, lease, licence or acquisition of all or any Assets of the relevant Chargor by any such Subsidiary on a basis whereby the consideration may be for cash, shares, debentures, loan stock, convertible loan stock or other securities, shares of profits or sums calculated by reference to profits or turnover or royalties or licence fees or otherwise, whether or not secured on the assets of such Subsidiary and whether or not such consideration is payable or receivable in a lump sum or by instalments over such period as the Receiver may think fit,
- (ix) to make any arrangement or compromise with the Security Trustee or any Obligor Secured Creditor as he shall think fit,
- (x) to make and effect all repairs, renewals and improvements to the Assets of the relevant Chargor and to effect, renew or increase insurances on such terms and against such risks as he shall think fit,
- (xi) to appoint managers, officers and agents for the above purposes at such salaries as the Receiver may determine,
- (xii) to call up all or any portion of the uncalled capital of the relevant Chargor,
- (xiii) to redeem any prior encumbrance and to settle and pass the accounts of the encumbrancer and any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed an expense properly incurred by the Receiver,
- (xiv) to pay the proper administrative charges of the Security Trustee and/or the Obligor Secured Creditors in respect of time spent by their agents and

employees in dealing with matters raised by the Receiver or relating to the receivership of the relevant Chargor,

- (xv) to commence and/or complete any building operations upon any Mortgaged Property of the relevant Chargor and to apply for and obtain any planning permissions, building regulation consents or licences in each case as he may in his absolute discretion think fit,
- (xvi) to vary the terms of the leases of any such Mortgaged Property,
- (xvii) to take all steps necessary to effect all registrations, renewals, applications and notifications as the Receiver will in his discretion think prudent to maintain in force or protect any of the relevant Chargor's Intellectual Property Rights, and
- (xviii) to do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the above matters or powers or otherwise incidental or conducive to the preservation, improvement or realisation of the relevant Assets

- 18 2 Neither the Security Trustee nor any Obligor Secured Creditor nor the Receiver shall be liable to account as mortgagee or heritable creditor in possession or otherwise for any money not actually received by it or him respectively

19. POWER OF ATTORNEY

Each Chargor on the occurrence of and while a Loan Event of Default is continuing by way of security hereby irrevocably appoints the Security Trustee (whether or not a Receiver has been appointed) and any Receiver separately the attorney of such Chargor (with full power to appoint substitutes and to delegate) for such Chargor, in its name and on its behalf, and as its act and deed or otherwise, at any time to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document, or perform any act, which may be required of such Chargor under or pursuant to this Debenture, any Deed of Accession, any Limited Recourse Deed of Accession or any Mortgage or, in respect of the appointment of the Security Trustee as attorney only, Standard Security, or may be deemed by such attorney necessary or desirable for any purpose of this Debenture, or any Mortgage, any Deed of Accession, any Limited Recourse Deed of Accession, or Standard Security or to enhance or perfect the security intended to be constituted by or pursuant to it or to convey or transfer legal ownership of any Assets

20. OTHER POWERS EXERCISABLE BY THE SECURITY TRUSTEE

- 20 1 All powers of the Receiver conferred by this Debenture may be exercised by the Security Trustee following demand by the Security Trustee whether as attorney of the Chargois or otherwise and whether or not the Receiver shall have been appointed and so that sub-clause 18 1(f)(xiii) of Clause 18 (*Appointment and Powers of a Receiver*) shall be read and construed as if the words "be charged on the Assets of the relevant Chargor" were substituted for the words "be deemed an expense properly incurred by the Receiver "
- 20 2 The Security Trustee or any manager or officer of the Security Trustee is hereby irrevocably empowered to receive all book debts and other debts and claims which may be assigned to the

Security Trustee pursuant to Clause 8 (*Further Assurance*) and on payment to give an effectual discharge for them and on non-payment to take and institute (if the Security Trustee in its sole discretion so decides) all steps and proceedings either in the name of the relevant assignor or in the name of the Security Trustee or a nominee for their recovery and also to agree accounts and to make allowances and to give time to any surety or guarantor. The relevant assignor hereby undertakes to ratify and confirm whatever the Security Trustee or any manager or officer of the Security Trustee shall do or purport to do under this Clause 20.

20.3 The Security Trustee shall have no liability or responsibility to any Chargee arising out of the exercise or non-exercise of the rights conferred on it by this Clause 20, except for gross negligence and wilful default.

20.4 The Security Trustee shall not be obliged to make any enquiry as to the sufficiency of any sums received by it in respect of any book debts or other debt or claim so assigned to it or to make any claim or take any other action to collect in or enforce them.

21. APPLICATION OF MONEY RECEIVED BY THE SECURITY TRUSTEE OR A RECEIVER

21.1 Any money received under the powers conferred by this Debenture, any Deed of Accession, any Limited Recourse Deed of Accession or any Mortgage or Standard Security or any security granted pursuant to this Debenture shall, subject to the discharge of any prior-ranking claims, be paid to (or to the order of) the Security Trustee or Receiver for application in the order set out in the applicable Borrower Priority of Payments.

21.2 The Security Trustee may, in its absolute discretion on or at any time or times after demand and pending the payment to the Security Trustee of the whole of the Secured Sums, place and keep to the credit of an interest bearing separate or suspense account any money received, recovered or realised by the Security Trustee by virtue of this Debenture for so long and in such manner as the Security Trustee may determine without any intermediate obligation to apply it in or towards the discharge of any Secured Sum.

22. COSTS AND INTEREST ON OVERDUE AMOUNTS

22.1 Expenses

Each Chargee shall reimburse each Obligor Secured Creditor promptly on demand for all reasonable costs and expenses in any relevant jurisdiction (including legal, valuation, accountancy and consulting fees and commission and out-of-pocket expenses) and any VAT or similar Tax thereon incurred by such Obligor Secured Creditor in connection with this Debenture, any Deed of Accession, any Limited Recourse Deed of Accession and any Mortgage or Standard Security and any Security created pursuant to this Debenture or the Group's affairs. Each of the Chargees shall reimburse promptly on demand the Security Trustee against all and any costs, charges and expenses arising (a) out of any of the property charged pursuant to Clause 3 (*Charging Clause*) or Clause 4 (*Supplemental Security*) or under a Deed of Accession or Limited Recourse Deed of Accession or Clause 8 (*Further Assurance*) referable to it infringing or allegedly infringing any third party rights and (b) in relation to any proceedings referable to such Chargee brought against the Security Trustee or to which the Security Trustee may be joined whether as claimant or defendant which relate to any of such charged property.

22 2 Enforcement Costs

Each Chargor shall, promptly upon demand, pay to the Security Trustee and each Obligor Secured Creditor on a full indemnity basis the amount of all costs and expenses (including legal, valuation, accountancy and consulting fees and commission and out-of-pocket expenses) and any VAT thereon incurred by the Security Trustee and/or such Obligor Secured Creditor in connection with the enforcement of, or the preservation of its rights under this Debenture, any Deed of Accession, any Limited Recourse Deed of Accession and any Mortgage or Standard Security or any of the Security Documents referred to in this Debenture in any jurisdiction

22 3 Without prejudice to the generality of Clauses 22 1 and 22 2, the costs recoverable by the Security Trustee, the Obligor Secured Creditors and/or any Receiver under this Debenture, any Deed of Accession, any Limited Recourse Deed of Accession and any Mortgage or Standard Security and any security created pursuant to this Debenture any Deed of Accession, any Limited Recourse Deed of Accession shall include (a) all costs incurred by the Security Trustee and the Obligor Secured Creditors in preparing and administering this Debenture, any Deed of Accession, any Limited Recourse Deed of Accession and any Mortgage or Standard Security and any security created pursuant to this Debenture or perfecting the security created by them, (b) all costs (whether or not allowable on a taxation by the Court) of all proceedings for the enforcement of this Debenture, any Deed of Accession, any Limited Recourse Deed of Accession and any Mortgage or Standard Security and any security created pursuant to this Debenture or for the recovery or attempted recovery of the Secured Sums, (c) all money expended and all costs arising out of the exercise of any power right or discretion conferred by this Debenture, any Deed of Accession, any Limited Recourse Deed of Accession and any Mortgage or Standard Security and any security created pursuant to this Debenture and (d) all costs and losses arising from any default by any Chargor in the payment when due of any Secured Sums or the performance of its obligations under this Debenture, any Deed of Accession, any Limited Recourse Deed of Accession and any Mortgage or Standard Security and any security created pursuant to this Debenture

22 4 Any overdue amounts secured by this Debenture, any Deed of Accession, any Limited Recourse Deed of Accession and any Mortgage or Standard Security and any security created pursuant to this Debenture shall carry interest at the rate and in accordance with the terms contained in the relevant Obligor Transaction Document in relation to overdue sums or at such other rate agreed between the relevant Chargor and the Security Trustee or the relevant Obligor Secured Creditor from time to time. Such interest shall be calculated from the due date up to the actual date of payment (after as well as before judgement or decree) in accordance with the provisions of clause 10 5 (*Interest on Demands*) of the Security Trust Deed

23. SET-OFF

An Obligor Secured Creditor may set off any obligation due and unpaid from a Chargor under the Obligor Transaction Documents (to the extent beneficially owned by that Obligor Secured Creditor) against any matured obligation owed by that Obligor Secured Creditor to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Obligor Secured Creditor may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off

24. INFORMATION

The Security Trustee may if a Loan Event of Default has occurred seek from any other banker or provider of finance to any Chargor such information about such Chargor and its affairs as the Security Trustee may think fit and each Chargor directs any such third party to provide such information to the Security Trustee and agrees to provide such further authority for this purpose as the Security Trustee may from time to time require

25. ADDITIONAL CHARGORS

- 25 1 If the Group acquires a company as a Permitted Acquisition, each Chargor will procure that such company becomes a party to this Debenture as an Additional Chargor by the execution and delivery to the Security Trustee of a duly completed Deed of Accession in the form of Schedule 9 (*Form Of Deed Of Accession*)
- 25 2 If the Security Trustee so requires, each Chargor shall procure that the legal proprietor of any Non-DFL Property shall execute and deliver a Limited Recourse Deed of Accession to the Security Trustee in the form of Schedule 10 (*Form Of Limited Recourse Deed Of Accession*) together with, where appropriate, a Standard Security
- 25 3 Any company which accedes to this Debenture as an Additional Chargor in accordance with Clauses 25 1 or 25 2 shall be bound by this Debenture in all respects as if they had been an original party to it

26. SECURITY TRUSTEE AS TRUSTEE, PERPETUITY PERIODS AND NO PARTNERSHIP

- 26 1 The retirement of the Security Trustee from being trustee and the appointment of any new trustee shall be effected in the manner provided in the Security Trust Deed
- 26 2 The perpetuity period applicable to the trust hereby constituted shall be 125 years
- 26 3 Nothing in this Debenture shall constitute or be deemed to constitute a partnership between the Obligor Secured Creditors

27. FORBEARANCE AND SEVERABILITY

- 27 1 All rights, powers and privileges under this Debenture, any Deed of Accession, any Limited Recourse Deed of Accession and any Mortgage or Standard Security and any other security created pursuant to this Debenture shall continue in full force and effect, regardless of the Security Trustee or any Obligor Secured Creditor exercising, delaying in exercising or omitting to exercise any of them
- 27 2 None of the covenants and guarantees given and none of the charges created by the Chargors under this Debenture, any Deed of Accession, any Limited Recourse Deed of Accession and any Mortgage or Standard Security and any other security created pursuant to this Debenture shall be avoided or invalidated by reason only of one or more of such covenants, guarantees or charges being invalid or unenforceable
- 27 3 Any provision of this Debenture, any Deed of Accession, any Limited Recourse Deed of Accession or any Mortgage or Standard Security and any other security created pursuant to

this Debenture which for any reason is or becomes illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this Debenture, any Deed of Accession, any Limited Recourse Deed of Accession or any Mortgage or Standard Security and any other security created pursuant to this Debenture

28. VARIATIONS AND CONSENTS

28.1 No variation of this Debenture, any Deed of Accession, any Limited Recourse Deed of Accession or any Mortgage shall be considered valid and as constituting part of this Debenture, unless such variation shall have been made in writing and signed by the Security Trustee (on behalf of the Obligor Secured Creditors) and the Borrower (on behalf of the Chargors)

28.2 The expression "**variation**" shall include any variation, supplement, extension, deletion or replacement however effected

29. AUTHORITY OF THE BORROWER

Each Chargor (except the Borrower) hereby irrevocably authorises the Borrower to act on its behalf in administering the terms of this Debenture or any Mortgage and in signing on its behalf any document varying, supplementing, restating and/or replacing the terms and conditions contained in this Debenture or any Mortgage or any document ancillary to it

30. NOTICES

30.1 Issuer/Borrower Loan Agreement

Subject to Clause 30.2 (*Notices through Borrower*)

(a) clause 31 (*Notices*) of the Issuer/Borrower Loan Agreement (other than clause 31.4 (Electronic communication) is incorporated into this Deed as if fully set out in this Debenture, and

(b) the address and fax numbers of each Party for all communications or documents given under or in connection with this Debenture are those identified with its name in the execution pages to this Debenture (unless specified in Schedule 1 (*The Chargors*) in which case the address and fax number of those Parties will be as identified in that schedule) or subsequently notified from time to time by the relevant Party for the purposes of the Issuer/Borrower Loan Agreement or this Debenture

30.2 Notices through Borrower

(a) All communications and documents from the Chargors shall be sent through the Borrower and all communications and documents to the Chargors may be sent through the Borrower

(b) Any communication or document made or delivered to the Borrower in accordance with this Clause 30 will be deemed to have been made or delivered to each of the Chargors

31. JOINT AND SEPARATE LIABILITY

Unless the context otherwise requires, all covenants, agreements, representations and warranties on the part of the Chargors contained in this Debenture, any Deed of Accession, any Limited Recourse Deed of Accession or any Mortgage or Standard Security or security created pursuant to this Debenture are given by them jointly and separately and shall be construed accordingly

32. RETENTION OF SECURITY

The Security Trustee may keep any security held by it in respect of any Chargor's liability under any Obligor Transaction Document in order to protect the Security Trustee and/or any Obligor Secured Creditor against any possible claim under insolvency law for a period of not more than 2 years 1 month after all Secured Sums have been satisfied as the Security Trustee shall consider to be necessary to avoid any risk under any applicable insolvency law. If a claim is made against the Security Trustee or any Obligor Secured Creditor, the Security Trustee may keep the security until that claim has been finally dealt with

33. THIRD PARTIES

Except as expressly otherwise stated in this Debenture, no person which is not a party to this Debenture may enforce this Debenture by virtue of the Contracts (Rights of Third Parties) Act 1999

34. GOVERNING LAW

34.1 This Debenture and all non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law provided that terms hereof particular to Scots law shall be construed in accordance with the laws of Scotland and the terms hereof particular to Northern Irish law shall be construed in accordance with the laws of Northern Ireland

34.2 Each Chargor hereby submits, for the exclusive benefit of the Security Trustee and the Obligor Secured Creditors, to the jurisdiction of the English Courts, but without prejudice to the right of the Security Trustee and/or the Obligor Secured Creditor to commence proceedings against such Chargor in any other jurisdiction

This Debenture has been executed by the parties hereto as a deed and is intended to be and is hereby delivered by them as a deed on the date specified above

EXECUTION PAGES

The Chargors

SIGNED as a DEED by)
DIGNITY (2002) LIMITED in the presence)
of)
)

Address 4 King Edwards Court) Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by)
DIGNITY SERVICES in the presence of)
)
)

Address 4 King Edwards Court) Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by)
DIGNITY SECURITIES LIMITED in the)
presence of)
)

Address 4 King Edwards Court) Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by)
PLANTSBROOK GROUP LIMITED in the)
presence of)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by)
BIRKBECK SECURITIES LIMITED in the)
presence of)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by)
DIGNITY PRE ARRANGEMENT)
LIMITED in the presence of)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by)
DIGNITY FUNERALS LIMITED in the)
presence of)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by)
ADVANCE PLANNING LIMITED in the)
presence of)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by)
JONATHAN HARVEY LIMITED in the)
presence of)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by)
PHILLIPS HOLDINGS)
(HERTFORDSHIRE) LIMITED in the)
presence of)

Address 4 King Edwards Court) Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by)
PHILIP FORD & SON (FUNERAL)
DIRECTORS) LIMITED in the presence of)
)

Address 4 King Edwards Court) Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by)
HUNTERS FUNERAL DIRECTORS)
LIMITED in the presence of)
)

Address 4 King Edwards Court) Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum



SIGNED as a DEED by)
PHILLIPS FUNERAL PLANS LIMITED in)
the presence of)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No. +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by)
PHILLIPS FUNERAL SERVICES)
LIMITED in the presence of)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No. +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by)
PHILLIPS SUPPLIES LIMITED in the)
presence of)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No. +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by
H.R.H. HOLDINGS LIMITED in the
presence of

)
)
)
)

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Witness

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by
HIGHFIELD FUNERAL SERVICE
LIMITED in the presence of.

)
)
)
)

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Witness

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by
D.J. THOMAS (FUNERAL DIRECTORS)
LIMITED in the presence of

)
)
)
)

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Witness

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by
GORNALLS FUNERAL SERVICES
LIMITED in the presence of

)
)
)
)

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Witness

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by
WOODFIELD PARK FUNERAL HOME
LIMITED in the presence of

)
)
)
)

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Witness

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by
C. POWELL FUNERAL SERVICE
LIMITED in the presence of

)
)
)
)

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Witness

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by
F.E.J. GREEN & SONS LIMITED in the
presence of

)
)
)
)

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Witness

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by
MORAY CREMATORIUM HOLDINGS
LTD in the presence of

)
)
)
)

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Witness

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by
MORAY CREMATORIUM LIMITED in
the presence of

)
)
)
)

Address 4 King Edwards Court
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Witness

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by)
DIGNITY (2009) LIMITED in the presence)
of)
)

Address 4 King Edwards Court) Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by)
T.S. HORLOCK AND SON LIMITED in the)
presence of)
)

Address 4 King Edwards Court) Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by)
ROBEMANOR LIMITED in the presence of)
)
)
)

Address 4 King Edwards Court) Witness.
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by)
HARDACRES FUNERAL DIRECTORS)
LIMITED in the presence of)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by)
BRACHER BROTHERS LIMITED in the)
presence of)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a DEED by)
GEORGE S MUNN & COMPANY LIMITED)
by a director)
in the presence of a witness)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a DEED by)
ROSSPARK LIMITED by a director)
in the presence of a witness)

Witness

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a DEED by)
ELY FUNERAL SERVICE LIMITED)
by a director in the presence of a witness)

Witness

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a DEED by)
BOYCE ANDERSON MOTORS LIMITED)
by a director in the presence of a witness)
)

Witness

Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a DEED by)
KIRKWOODS (FUNERAL DIRECTOR))
LIMITED by a director in the presence of)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a DEED by)
KEN GREGORY & SONS LIMITED by a)
director in the presence of a witness)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a DEED by)
H. TOWELL LIMITED by a director in the)
presence of a witness)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a **DEED** by)
HENRY SMITH (WANDSWORTH))
LIMITED by a director in the presence of a)
witness)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a **DEED** by)
MALCOLM J. PRESLAND LIMITED by a)
director in the presence of a witness)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a **DEED** by)
THOMAS BROTHERS (WELLINGTON)
AND TAUNTON) LIMITED by a director in)
the presence of a witness)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a **DEED** by)
YEW HOLDINGS LIMITED by a director in)
the presence of a witness)

Address 4 King Edwards Court) Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a **DEED** by)
THE EAST RIDING CREMATORIUM)
COMPANY LIMITED by a director in the)
presence of a witness)

Address 4 King Edwards Court) Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a **DEED** by)
WARBURTON FUNERALS LIMITED by a)
director in the presence of a witness)
)

Address 4 King Edwards Court) Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a DEED by)
THE HALTEMPRICE CREMATORIUM)
LIMITED by a director in the presence of a)
witness)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a DEED by)
B & B FUNERAL DIRECTORS LIMITED)
by a director in the presence of a witness)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a DEED by)
ARMITAGE (FUNERAL DIRECTORS))
LIMITED by a director in the presence of a)
witness)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a **DEED** by)
E HURTON & SON LIMITED by a director)
in the presence of a witness)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a **DEED** by)
G. M. CHARLESWORTH & SON)
LIMITED by a director in the presence of a)
witness)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a **DEED** by)
S WELLENS & SONS LIMITED by a)
director in the presence of a witness)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum



EXECUTED as a **DEED** by)
KENYONS FUNERAL DIRECTORS)
LIMITED by a director in the presence of a)
witness)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a **DEED** by)
WETTON FUNERAL SERVICES)
LIMITED by a director in the presence of a)
witness)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a **DEED** by)
H. J. WHALLEY & SONS LIMITED by a)
director in the presence of a witness)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a **DEED** by)
E. BRIGHAM FUNERAL DIRECTORS)
LIMITED by a director in the presence of a)
witness)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a **DEED** by)
A. HAXBY & SONS (FILEY) LIMITED by)
a director in the presence of a witness)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a **DEED** by)
HENRY NAYLOR (FUNERAL)
DIRECTORS) LIMITED by a director in the)
presence of a witness)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a DEED by)
B. BERNARD & SONS LIMITED by a)
director in the presence of a witness)
)

Address. 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a DEED by)
SALENEW LIMITED by a director in the)
presence of a witness)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a DEED by)
GEORGE HALL & SON FUNERAL)
DIRECTORS LIMITED by a director in the)
presence of a witness)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a **DEED** by)
FRANK STEPHENSON & SON)
(FUNERAL DIRECTORS) LIMITED by a)
director in the presence of a witness)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a **DEED** by)
H & G WILDE FUNERAL DIRECTORS)
LIMITED by a director in the presence of a)
witness)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a **DEED** by)
F KNEESHAW & SONS (FUNERAL)
DIRECTORS) LIMITED by a director in the)
presence of a witness)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a DEED by)
FUNERAL DEBT COLLECTION)
LIMITED by a director in the presence of a)
witness)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

EXECUTED as a DEED by)
DAVIS MCMULLAN FUNERAL)
DIRECTORS LIMITED by a director in the)
presence of a witness)

Address. 4 King Edwards Court Witness.
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Michael McCollum

SIGNED as a DEED by)
HODGSON HOLDINGS LIMITED in the)
presence of)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644

SIGNED as a DEED by)
WHITE LADY FUNERALS LIMITED in)
the presence of)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644

SIGNED as a DEED by)
BROOMCO (2013) LIMITED in the)
presence of)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644

SIGNED as a DEED by)
J.H. RAVEN LIMITED in the presence of)
)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644

SIGNED as a DEED by)
UK FUNERALS LIMITED in the presence)
of)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644

SIGNED as a DEED by)
HOWARD JENKINS (EDGE HILL))
LIMITED in the presence of)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644

SIGNED as a DEED by)
H.A. HARROLD & SON LIMITED in the)
presence of)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644

SIGNED as a DEED by)
H DORRICOTT & J. BENT LIMITED in)
the presence of)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644

SIGNED as a DEED by)
T. & R. O'BRIEN LIMITED in the presence)
of)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644

SIGNED as a DEED by)
CUMBERNAULD FUNERAL SERVICES)
LTD in the presence of)
)

Address 4 King Edwards Court Witness
 King Edwards Square
 Sutton Coldfield
 West Midlands
 B73 6AP

Facsimile No +44 (0) 121 321 5644

SIGNED as a DEED by)
N A MEDD LTD in the presence of)
)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644

SIGNED as a DEED by)
DERRIMAN & HAYNES FUNERAL)
SERVICES LIMITED in the presence of)
)

Address 4 King Edwards Court Witness.
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644

SIGNED as a DEED by)
DIGNITY (2014) LIMITED in the presence)
of)
)

Address 4 King Edwards Court Witness
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644

The Security Trustee

**EXECUTED as a DEED by
BNY MELLON CORPORATE TRUSTEE
SERVICES LIMITED**

in its capacity as Security Trustee
acting by two of its lawful Attorneys

Attorney _____

Attorney _____

in the presence of

Witness name

Signature

Address One Canada Square, London E14 5AL

Facsimile No +44 20 7964 2533

Attention Corporate Trust Administration

Ref Dignity Finance plc Notes

SCHEDULE 1: THE CHARGORS

| Name of chargor | Company number | Address for Service and fax |
|---|----------------|--|
| Dignity (2002) Limited | 04349697 | 4 King Edwards Court King Edwards Square Sutton Coldfield West Midlands B73 6AP Fax 0121 321 5644 Attention: Mike McCollum |
| Dignity Services | 02834910 | As above |
| Dignity Securities Limited | 00371084 | As above |
| Plantsbrook Group Limited | 02401020 | As above |
| Birkbeck Securities Limited | 00008032 | As above |
| Dignity Pre-Arrangement Limited | 01862158 | As above |
| Dignity Funerals Limited | 00041598 | As above |
| Advance Planning Limited | 03292336 | As above |
| Hodgson Holdings Limited | 00187050 | As above |
| White Lady Funerals Limited | 00318183 | As above |
| Broomco (2013) Limited | 08577062 | As above |
| J H Raven Limited | 00869326 | As above |
| UK Funerals Limited | 00591096 | As above |
| Howard Jenkins (Edge Hill) Limited | 00354253 | As above |
| H A Harrold & Son Limited | 00605624 | As above |
| Phillips Funeral Plans Limited | 03439290 | As above |
| Phillips Holdings (Hertfordshire) Limited | 03487607 | As above |
| Hunters Funeral Directors Limited | 04234347 | As above |

| Name of chargor | Company number | Address for Service and fax |
|--|----------------|-----------------------------|
| Philip Ford & Son (Funeral Directors) Limited | 00740333 | As above |
| Phillips Funeral Services Limited | 01672753 | As above |
| Phillips Supplies Limited | 03487452 | As above |
| H R H Holdings Limited | 03107814 | As above |
| Highfield Funeral Services Limited | 00618190 | As above |
| D J Thomas (Funeral Directors) Limited | 04721136 | As above |
| Gornalls Funeral Services Limited | 00769153 | As above |
| Woodfield Park Funeral Home Limited | 03947447 | As above |
| C Powell Funeral Services Limited | 01375862 | As above |
| F E J Green & Sons Limited | 04055731 | As above |
| Dignity (2009) Limited | 04738935 | As above |
| T S Horlock & Son Limited | 01443751 | As above |
| Robemanor Limited | 06826966 | As above |
| Hardacres Funeral Directors Limited | 02999546 | As above |
| Bracher Brothers Limited | 00666473 | As above |
| Rosspark Limited | 02788504 | As above |
| Ely Funeral Service Limited | 05370615 | As above |
| Ken Gregory & Sons Limited | 04669936 | As above |
| H Towell Ltd | 05347545 | As above |
| Henry Smith (Wandsworth) Limited | 00385021 | As above |
| Malcolm J Presland Limited | 02119337 | As above |
| Thomas Brothers (Wellington and Taunton) Limited | 03111508 | As above |
| Yew Holdings Limited | 06141773 | As above |

| Name of chargor | Company number | Address for Service and fax |
|--|----------------|-----------------------------|
| The East Riding Crematorium Company Limited | 03195343 | As above |
| Warburton Funerals Limited | 05858729 | As above |
| The Haltemprice Crematorium Limited | 02836883 | As above |
| B & B Funeral Directors Limited | 04467252 | As above |
| Armitage (Funeral Directors) Limited | 03688547 | As above |
| E Hurton & Son Limited | 04075666 | As above |
| G M Charlesworth & Son Limited | 06694347 | As above |
| S Wellens & Sons Limited | 00499907 | As above |
| Kenyons Funeral Directors Limited | 04083262 | As above |
| Wetton Funeral Services Limited | 01515238 | As above |
| H J Whalley Sons Limited | 04116872 | As above |
| E Brigham Funeral Directors Limited | 01970848 | As above |
| A Haxby & Sons (Filey) Limited | 00463816 | As above |
| Henry Naylor (Funeral Directors) Limited | 02808343 | As above |
| B. Bernard & Sons Limited | 01730628 | As above |
| Salenew Limited | 01422704 | As above |
| George Hall & Son Funeral Directors Limited | 06387653 | As above |
| Frank Stephenson & Son (Funeral Directors) Limited | 01432691 | As above |
| H & G Wilde Funeral Directors Limited | 04487658 | As above |
| F Kneeshaw & Sons (Funeral Directors) Limited | 03049226 | As above |
| Funeral Debt Collection Limited | 06761779 | As above |

| Name of chargor | Company number | Address for Service and fax |
|---|----------------|-----------------------------|
| Davis McMullan Funeral Directors Limited | 06426011 | As above |
| H Doiricott & J Bent Limited | SC120448 | As above |
| T. & R O'Brien Limited | SC043750 | As above |
| Jonathan Harvey Limited | SC021806 | As above |
| Moray Crematorium Holdings Ltd | SC296480 | As above |
| Moray Crematorium Limited | SC181015 | As above |
| George S Munn & Company Limited | SC006927 | As above |
| Boyce Anderson Motors Limited | NI009247 | As above |
| Kirkwood (Funeral Directors) Limited | NI020833 | As above |
| Cumbernauld Funeral Services Ltd | SC239467 | As above |
| N A Medd Ltd | 06871296 | As above |
| Deelman & Haynes Funeral Services Limited | 04951073 | As above |
| Dignity (2014) Limited | 9257172 | As above |

SCHEDULE 2: FREEHOLD, HERITABLE AND LEASEHOLD PROPERTY

MASTER PROPERTY LIST(AS AT 7 OCTOBER 2014)

| NO | BRANCH NO | ADDRESS | TENURE | TITLE NUMBERS |
|-----------------|----------------|---|--|------------------------|
| England & Wales | | | | |
| 1 | 0026 A | 3 Balby Road, Doncaster, South Yorkshire, DN4 0RA | Freehold | SYK458954 |
| 2 | 0027 A/B | 78 Askern Road, Bentley, Doncaster, South Yorkshire, DN5 0EW | Freehold | SYK193328 |
| 3 | 0029 A | 44 Barnsley Road, South Elmsall, Pontefract, WF9 2RF | Freehold | WYK 730576 |
| 4 | 0031 A | Summer Lane, Barnsley, South Yorkshire, S70 2NW | Freehold | SYK52969 |
| 5 | 0032 A/B | Weetshaw Lane, Shafton, Barnsley, South Yorkshire, S72 8P7 | Freehold | SYK266471 SYK266472 |
| 6 | 0033 A/B | 45/45a Furlong Road, Bolton on Dearne, Rotherham, S63 8JA | Freehold | SYK36055 SYK106947 |
| 7 | 0036 A/B | 1 & 1a Duke of York Street, Wakefield, West Yorkshire, WF1 3PD | Leasehold | WYK918357 |
| 8 | 0038 A/B/C/D/E | Oneil House, 171, and 173-175 Duke Street, Sheffield, South Yorkshire, S2 5QN | Freehold/Long Leasehold | SYK187819 SYK187820 |
| 9 | 0041 A/B | 15 High Street, Swallownest, Sheffield, South Yorkshire, S31 0TF | Freehold | SYK282949 |
| 10 | 0041 C | 1 High Street, Swallownest (accessway/workshop) | Leasehold | U/R |
| 11 | 0042 A | Whitting Valley Road, Chesterfield, Derbyshire, S41 9EY | Freehold | DY79719 |
| 12 | 0046 A/C | R/O66 Boultham Park Road, Sunningdale Drive Lincoln, Lincolnshire, LN6 7BD | Freehold | LL29401 LL225975 |
| 13 | 0047 A/C/D | 129-131 Park Road, Hartlepool, Cleveland, TS26 9HT | Freehold | DU36234 CL100534 |
| 14 | 0047B | 53 Northgate, Hartlepool, Cleveland TS24 0JX | Leasehold | U/R |
| 15 | 0047 F | 133A Burbank Street, Hartlepool, Cleveland | Leasehold | U/R |
| 16 | 0049 A/B | 25 Front Street, Wingate, Co Durham, TS28 5DD | Freehold | DU88154 |
| 17 | 0051 AB+C | St Marks House, Shields Road, Newcastle upon Tyne NE6 2UU | Freehold | TY87768 |
| 18 | 0051 AB+C | 312 Shields Road, Newcastle upon Tyne NE6 2UU | Freehold (and unmerged Long Leasehold) | TY518590 TY68730 |



| NO | BRANCH NO | ADDRESS | TENURE | TITLE NUMBERS |
|----|------------|--|----------------------------|--|
| 19 | 0052 A/B | 53-55 Station Road, Forest Hall, Newcastle upon Tyne, NE12 8AQ | Freehold | 1Y202923 |
| 20 | 0053 C/D | 155-159 Salters Road Gosforth, Newcastle upon Tyne, NE3 4H1 | Leasehold | TY497692 |
| 21 | 0057 A | 148/150 North Road, Darlington, Co Durham, DL1 2EJ | Freehold | DU43560 |
| 22 | 0059 A/B | 114 High Street, Redcar, Cleveland, TS10 3DD (including 59 Lord Street) | Freehold | CE9467 CE99984 TES32333 CE11839 |
| 23 | 0062 A/B | Elwes House, 10 Elwes Street, Brigg, North East, Lincs DN20 8LB | Leasehold | HS371041 |
| 24 | 0063 | 15 Doncaster Road, Scunthorpe, South Yorkshire DN15 7RA | Leasehold | HS373230 |
| 25 | 0064 C | Egerton House, Rosebridge Way, Ince, Wigan, Greater Manchester WN1 3DG | Freehold | MAN204557 |
| 26 | 0066 A/B | Lowe House, 17 & 17b Heath Street, Golbourne, Wigan, Lancashire, WA3 3BN | Freehold | GM287646 |
| 27 | 0067 A | Borsdane House, 119/121 Market Street, Hindley, Wigan, Lancashire, WN2 3AE | Freehold & Long Leasehold | GM153658 GM162292 |
| 28 | 0069 A/B/C | Seflon Villa, 12 Seflon Road, Orrell, Wigan, Lancashire, WN5 8UP | Freehold | GM682058 |
| 29 | 0070 A | 46/48 Preston Road, Standish, Wigan, Lancashire, WN6 0HS | Freehold | GM506552 GM338038 |
| 30 | 0071 A | 5/7 Hope Street, Leigh, Lancashire, WN7 1AQ | Freehold | GM231883 |
| 31 | 0075 A | 134/136 Darwen Street, Blackburn, Lancashire, BB2 2AJ | Freehold | LA 606991 LA 627948 |
| 32 | 0075 B | Car Park, 134/136 Darwen Street, Blackburn, Lancashire, BB2 2AJ | Leasehold | U/R |
| 33 | 0077 A | 230-232 Colne Road, Burnley, Lancashire, BB10 1DY | Freehold | LA 682659 |
| 34 | 0078 A | 274 Bedford Road, Bootle, Merseyside, L20 9NB | Freehold Long Leasehold | MS238692 MS239845 |
| 35 | 0080 A/B | 8 & 8a Walton Vale, Aintree, Liverpool, L9 2BU | Freehold | MS198885 |
| 36 | 0081 A/B | 175 & 175a Liverpool Road South, Maghull, Liverpool, L31 8AA | Freehold | MS74331 |
| 37 | 0083 A/B | 304 Liverpool Road, Huyton, Liverpool, L36 3RN | Freehold | MS198881 |
| 38 | 0084 A/B | 324 & 324a West Derby Road, Tuebrook, Liverpool, L13 8AJ | Freehold | MS198882 |

| NO | BRANCH NO | ADDRESS | TENURE | TITLE NUMBERS |
|----|------------|---|----------------|---------------|
| 39 | 0085 A | 31 Marion Square, Netherton, Merseyside L30 5QA | Leasehold | MS581061 |
| 40 | 0088 B | 72-74 Stanley Road, Liverpool L5 2QA | Leasehold | MS539082 |
| 41 | 0089 A | 172 Lower House Lane, Liverpool, L11 2SJ | Long Leasehold | LA347377 |
| 42 | 0091 A | 113-115 Bridge Road, Litherland, Liverpool, L21 2PB | Long Leasehold | MS223487 |
| 43 | 0092 A/B | 67-69 & 69a Liverpool Road, Crosby, Liverpool, L23 SSE | Long Leasehold | MS198888 |
| 44 | 0097 | 30 Widnes Road, Widnes, Cheshire, WA8 6AD | Long Leasehold | CH175150 |
| 45 | 0098 | 238 Warrington Road, Prescott, Merseyside, L35 2UA | Long Leasehold | MS139713 |
| 46 | 0104 | 33 Liverpool Road, Birkdale, Southport, Merseyside PR8 4AG | Leasehold | MS602153 |
| 47 | 0105 | 3 A Old Mill Lane, Formby, Merseyside, L37 3PE | Long Leasehold | MS487952 |
| 48 | 0108 A/C | 27/28 Rossall Road, Thornton, Cleveleys, Lancashire, FY5 1DA | Freehold | LA927475 |
| 49 | 0111 | 10/12 North Road, Clayton, Manchester, M11 4WE | Freehold | GM814731 |
| 50 | 0115 A/B/C | Churchside, Church Street, Altrincham, Greater Manchester WA14 4DB | Leasehold | MAN138488 |
| 51 | 0117 A | 75 Oatlands Road, Wythenshawe, Manchester, M22 6AM | Long Leasehold | GM323931 |
| 52 | 0122 A | Greenbank, Old Grasby Road, Upton, Wirral, L49 3NF | Freehold | CH81482 |
| 53 | 0125 A/B | 4 Crown Buildings, Latham Avenue, Helsby, Warrington, Cheshire, WA6 0DX | Freehold | CH298311 |
| 54 | 0126 A | 71a Main Street, Frodsham, Cheshire WA6 7DF | Leasehold | CH593078 |
| 55 | 0127 A | Croft House, 3b Hoole Road, Chester, CH2 3NQ | Leasehold | CH608509 |
| 56 | 0127 B | 3c Hoole Road, Chester, CH2 3NQ | Freehold | CH93835 |
| 57 | 0129 A | Glen House, 60 The Hill, Sandbach, Cheshire, CW11 0JE | Freehold | CH277460 |
| 58 | 0133 A | 149 Wellington Road, Rhyl, Clwyd, LL18 1LE | Freehold | CYM107236 |
| 59 | 0135 A | 175 High Street, Connahs Quay, Deeside, Clwyd CH5 4DQ | Leasehold | U/R |
| 60 | 0136 A | Chapel of Rest, 247 Chester Road, Flint, Clwyd, CH6 5DU | Freehold | WA473997 |

| NO | BRANCH- NO. | ADDRESS | TENURE | TITLE NUMBERS |
|----|-----------------|--|-----------------------|---|
| 61 | 0139 A/B/C/D | 95-99 Three Shires Oak Road, Smethwick, West Midlands, B67 5BT | Freehold | WM799338 |
| 62 | 0142 A/B | 35 Birmingham Street, Oldbury, Birmingham, West Midlands, B69 4DY | Freehold | WM292497 |
| 63 | 0145 A | 181/183 High Street, Lrdington, Birmingham B23 6SY | Leasehold | U/R |
| 64 | 0146 A | 43 Birmingham Road, Sutton Coldfield, West Midlands B72 1QF | Leasehold | U/R |
| 65 | 0147 A | 4 Stockland Court, 121 Chester Road, Streetly, Sutton Coldfield, West Midlands B74 2HL | Leasehold | WM958899 |
| 66 | 0150 A | 657 Kingstanding Road, Kingstanding, Birmingham, B44 9RH | Freehold | WK168765 |
| 67 | 0151 A | 41 St Nicholas Street, Worcester, Worcestershire WR1 1UW | Leasehold | U/R |
| 68 | 0152 A/B | 71 Barnards Green Road, Malvern, Worcestershire, WR14 3LS | Freehold | WR73986 |
| 69 | 0155 A | 50/52 Wellington Road, Bilston, West Midlands, WV14 6AH | Freehold | WM268693 WM351498 SF35950 WM265521 SF18293 SF38155 SF36577 WM185717 SF18294 |
| 70 | 0157 A | 11 Badger Street, Upper Gornall, Dudley, West Midlands, DY3 1XZ | Freehold | SF27259 |
| 71 | 0158 A/B | Middleton House, 187-189 Stafford Street, Walsall, West Midlands, WS2 8ED | Freehold | SI 100884 |
| | 0158 C | Access 187-189 Stafford Street, Walsall | Leasehold | U/R |
| 72 | 0160 A/B | 176 Anchor Road, Longton, Stoke On Trent, ST3 5EE | Freehold | SF251599 |
| 73 | 0161 A | 23-24 Gaol Street, Hereford, Herefordshire, HR1 2HU | Freehold | HW54021 |
| 74 | 0163 A | 71 St Giles Street, Northampton, NN1 1TF | Freehold | NN79545 |
| 75 | 0165 A | 60 & 62 Croyland Road, Wellingborough, Northants, NN8 2AU | Freehold | NN233344 |
| 76 | 0166 A/B | 284 High Street, Berkhamstead, Hertfordshire, HP14 1AH | Freehold | HD414807 |
| 77 | 0166 C | Access 284 High Street Berkhamstead | Leasehold/ Licence | U/R |
| 78 | 0167 A | 18a High Street, Tring, Hertfordshire HP23 5AH | Leasehold | HD523271 |
| 79 | 0168 A | 115 West Street, Dunstable, Bedfordshire LU6 1SG | Leasehold | BD293573 |

| NO | BRANCH NO. | ADDRESS | TENURE | TITLE NUMBERS |
|-----|------------|--|-----------|---------------|
| 80 | 0169 A/B | 72 Broad Street, Chesham, Buckinghamshire HP5 3DX | Leasehold | U/R |
| 81 | 0169/C | 127 Broad Street, Chesham, Buckinghamshire, HP5 3EF | Freehold | BM342879 |
| 82 | 0170 A/B | 26 & 28 Marlborough Road, St Albans, Hertfordshire, AL1 3XQ | Freehold | HD414865 |
| 83 | 0172 A | Adj 26 Park Road, Bushey, Watford, Hertfordshire, WD2 3EG | Freehold | HD240001 |
| 84 | 0175 A/D | 500 Mansfield Road, Sherwood, Nottingham, NG5 2FB | Freehold | N1172375 |
| 85 | 0175B/C | House, 496/498 Mansfield Road, Sherwood, Nottingham, NG5 2FB | Freehold | NT41573 |
| 86 | 0177 A | 42 & 43 Railway Road, Kings Lynn, Norfolk PE30 1NF | Leasehold | U/R |
| 87 | 0178 A/B | 13 Alexandra Road, Love Lane, Wisbech, Cambridgeshire, PE13 1HP | Freehold | CB112246 |
| 88 | 0180 A | 26 Station Road, Heacham, Norfolk PE31 7EX | Leasehold | NK436211 |
| 89 | 0181 A | 317 Aylsham Road, Norwich, Norfolk NR3 2AB | Leasehold | NK421679 |
| 90 | 0182 A | 1 Norwich Road, New Costessey Norfolk NR5 0EA | Leasehold | NK421677 |
| 91 | 0183 | 1 Courtland Road, Rose Hill, Oxford, OX4 4HT | Leasehold | ON271847 |
| 92 | 0184 A/B | 81 High Street, Witney, Oxon, OX8 6LY | Freehold | ON133825 |
| 93 | 0185 A/B/C | James House, 2 & 2a Cosham Street, Mangotsfield, Bristol, BS17 3EW | Freehold | AV77123 |
| 94 | 0187 A/B | 2 Pembroke Road, Shirehampton, Bristol, BS11 9SQ | Freehold | AV53143 |
| 95 | 0188 A | The Poplars, Bristol Road, Hambrook, Bristol, BS16 1RD | Freehold | GR256894 |
| 96 | 0190 A/C | School House, 34/36 Provost Street, Fordingbridge, Hampshire SP6 1AY | Leasehold | HP764468 |
| 97 | 0192 A/C | Marcus Hill, Newquay, Cornwall, TR7 1RP | Freehold | CL100068 |
| 98 | 0193 A/B/C | 2-4 Cross Street/6-7 John Street Burnham On Sea, Somerset TA8 1BN | Leasehold | S1288807 |
| 99 | 0195 A/B | Island Cottage, Brook Road, Whitchurch Common, Cardiff, CF4 1DU | Freehold | WA345416 |
| 100 | 0196 A/C | 1a Neville Street, Canton Riverside, Cardiff, CF1 8LP | Freehold | WA94815 |
| 101 | 0199 A | 140 Caerleon Road, Newport, Gwent | Freehold | CYM107778 |

| NO | BRANCH NO | ADDRESS | TENURE | TITLE NUMBERS |
|-----|--------------|--|-----------|----------------------|
| 102 | 0201A/B | 464a Bethnal Green Road, Bethnal Green, London E2 0EA | Leasehold | EGL303964 |
| 103 | 0202 A | 24 Electric Parade, George Lane, South Woodford, London E18 2LY | Leasehold | TBC |
| 104 | 0204 A/B | 148 Hoxton Street, Hoxton, London, N1 6SH | Freehold | 244174 |
| 105 | 0207 A | 116b Bow Road, Bow London E3 3AA | Leasehold | U/R |
| 106 | 0208 A/B | 729 High Road, Leytonstone, London E11 4QS | Leasehold | U/R |
| 107 | 0210 A/B/C/D | 81/87 Bakers Avenue, 460/462 Hoe Street, Walthamstow, London E17 9AH | Leasehold | EGL322751 |
| 108 | 0211 A/B | 386 High Road, Leyton, London, E10 6QE | Freehold | EGL449782 |
| 109 | 0212 A/B | 61 Queens Road, Buckhurst Hill, Essex, IG9 5BU | Freehold | EGL449786 |
| 110 | 0213 A | 88 MacKenzie Road, Lower Holloway, London N7 8RE | Leasehold | NGL 845491 |
| 111 | 0215 A | 163 Stroud Green Road, Finsbury Park, London N4 3PZ | Leasehold | NGL 610687 |
| 112 | 0220 A | 140 Alexandra Road, Wimbledon London SW19 7JY | Leasehold | TBC |
| 113 | 0221 A | 218 Kennington Park Road, Kennington, London SE11 4DA | Leasehold | U/R |
| 114 | 0227 | Unit 1 369/371 Brixton Road, Brixton, London SW9 7DE | Leasehold | TGL315986 |
| 115 | 0229 A/B/C | 15/17 High Street, Caterham, Surrey CR3 5UE | Leasehold | SY735122 |
| 116 | 0230 A/B/C/D | 5/7 Heath Road/70A Beulah Road, Thornton Heath, Surrey CR7 8NF | Leasehold | U/R |
| 117 | 0231A/B | High Street, Limpsfield, Surrey RH18 0DR | Leasehold | SY624780 SY624769 |
| 118 | 0242 A/B | 151 Old Road, Clacton On Sea, Essex CO15 3AU | Leasehold | EX892007 |
| 119 | 0243 A/B | 6 Elm Tree Avenue, Frinton On Sea, Essex CO13 0BE | Leasehold | EX851340 |
| 120 | 0244 A | 56 Frinton Road, Clacton On Sea, Essex CO15 5U | Leasehold | EX852841 |
| 121 | 0245 A/C/D | 78 78c and d Newland Street/ High Street, Witham, Essex, CM8 1AH | Leasehold | EX729563 |
| 122 | 0245E | Unit 7 Taber Place, Crittal Road, Witham, Essex CM8 3YP | Leasehold | EX892121 |
| 123 | 0249 A/B | 5 Station Road, Hailsham, East Sussex | Leasehold | ESX315193 |

| NO | BRANCH NO | ADDRESS | TENURE | TITLE NUMBERS |
|-----|----------------|---|------------------------|----------------------------|
| 124 | 0251 A | 90/92 Delce Road, Rochester, Kent, ME1 2DH | Freehold | K446520 |
| 125 | 0252 A/B | 2 & 2a Thornhill Place, Maidstone + land, Kent, ME14 2ST | Freehold | K228975 K657122 |
| 126 | 0253 A/B | 22 Church Road Paddock Wood, Tonbridge, Kent TN12 6EZ | Leasehold | K977298 |
| 127 | 0254 A/B/C | 21 High Street, Borough Green, Sevenoaks, Kent, TN15 8BT and Garage, 1b Western Road, Sevenoaks, Kent, TN15 8AW | Freehold | K523626 |
| 128 | 0255 A | 30/32 Luton Road, Chatham, Kent, ME4 5AA | Freehold | K732623 |
| 129 | 0255D | Unit 5 The Enterprise Centre, Revenge Road, Chatham, Kent ME5 8UD | Leasehold | TT7535 |
| 130 | 0256 A/B | 8/10 Duncan Road, Gillingham, Kent ME7 4LE | Leasehold | U/R |
| 131 | 0257 A/B | 189 City Road, Plansnewydd, Cardiff CF2 3JB | Leasehold | WA712547 |
| 132 | 0260 A | 145 Felxstowe Road, Ipswich, Suffolk, IP3 8EB | Freehold | SK2884 |
| 133 | 0261 A | 79 St Andrews Road, Felxstowe, Suffolk IP11 7BW | Leasehold | SK253320 |
| 134 | 0263 A | 48 Roker Avenue, Monkwearmouth, Sunderland, Tyne & Wear, SR6 0HT | Freehold + Rent charge | DU 40137 |
| 135 | 0264 | 1/2 Eden Terrace, Durham Road, Sunderland, Tyne and Wear, SR2 7PF | Freehold | TY23188 |
| 136 | 0265 A | 6 The Green, Southwick, Sunderland, Tyne & Wear SR5 2JF | Leasehold | TY228828 |
| 137 | 0271 A | 6 High Street, Rhosllanerchrugg, Clywd LL14 1AL | Leasehold | U/R |
| 138 | 0272C | Car Park 4 and 5, Lansdowne Place, Blackpool | Long Leasehold | LA537433 |
| 139 | 0274 A | Windsor Court, 1 Bazley Road/Windsor Road, Lytham, St Annes, Lancashire FY8 1ET | Leasehold | LA629603 |
| 140 | 0290 A/B /0493 | 200 Chester Road, Sunderland, Tyne & Wear SR4 7HE | Leasehold | TY234727 |
| 141 | 0291 A/B | 7 Fern Avenue, Southwick, Sunderland, Tyne & Wear, SR5 2DR | Freehold | TY234598 |
| 142 | 0292 A | 35 Sackville Road, Bexhill On Sea, East Sussex TN39 3JD | Leasehold | U/R |
| 143 | 0293 A/C/F | 43 South Street, Eastbourne, East Sussex BN21 4U1/ 4 Calverley Road, Eastbourne BN21 4UQ | Leasehold | ESX284089 part U/R part |
| 144 | 0293 B/E | Clifton Garage, Lushington Lane, Eastbourne, East Sussex | Long Leasehold | ESX219119 |

| NO | BRANCH NO. | ADDRESS | TENURE | TITLE NUMBERS |
|-----|------------|---|-----------|----------------------|
| 145 | 0296 A | 231-235 Chaplin Road, Sudbury and Sudbury Farm, Chaplin Road, Sudbury, Middlesex, HA0 4TZ | Freehold | MX124132 MX131443 |
| 146 | 0297 A/B | 132-138 Greston Road, London, W10 6TR | Freehold | BGL1713 |
| 147 | 0298 A/B | 83/85 Westbourne Grove, London W2 4UL | Leasehold | U/R |
| 148 | 0299 A/B | 142 & 142a Station Road, Harrow, Middlesex HA1 2RH | Leasehold | AGL201097 |
| 149 | 0300 A | 49 Marloes Road, Kensington, London W8 6LA | Leasehold | U/R |
| 150 | 0301 A/B | 19 Bond Street, Faling, London W5 5AD | Leasehold | AGL309396 |
| 151 | 0302 A/B/C | 63 & 63a South Road, Southall, Middlesex, UB1 1SQ | Freehold | NGL168467 |
| 152 | 0303 A/B | 115 Burnt Oak Broadway, Edgware, Middlesex, HA8 5EN | Freehold | NGL262108 |
| 153 | 0304 A | 25 Bell Street, Edgware Road, London NW1 5BY | Leasehold | NGL930378 |
| 154 | 0307 A/B | 127 Chiswick High Road, Chiswick, London W4 2ED | Leasehold | AGL 309525 |
| 155 | 0308 A/B | 339-341 Rayners Lane, Pinner, Harrow, Middlesex, HA5 5EN | Freehold | P120760 |
| 156 | 0310 A/B | 8 Church Road, Acton, London W3 8PP | Leasehold | AGL309394 |
| 157 | 0312 A/B | 35 Malvern Road, Kilburn, London, NW6 5PS | Freehold | NGL821699 |
| 158 | 0313 A/B | 366 Uxbridge Road, Shepherds Bush, London W12 7LL | Leasehold | BGL104115 |
| 159 | 0314 A/B | 74 & 74a Rochester Row, Westminster, London, SW1P 1JU | Freehold | NGL469459 |
| 160 | 0315 A | 9 Pond Street, Hampstead, London NW3 2PN | Leasehold | NGL919979 |
| 161 | 0318 A/B | 283 Fore Street, Edmonton, London N9 0PD | Leasehold | AGL 263102 |
| 162 | 0319 A/B | 108 Station Road, Chingford, London, E4 6AB | Freehold | EGL149097 |
| 163 | 0320 A/B/C | 2 Broadway Parade, Crouch End, London N8 9DE | Leasehold | EGL320820 |
| 164 | 0323 A/B | 209 Lower Clapton Road, Clapton, London, E5 8EG | Freehold | EGL226702 |
| 165 | 0326 A/B | 27 Silver Street, Enfield, Middlesex EN1 3EL | Leasehold | AGL239070 |
| 166 | 0326 C | Car parking spaces at Silver Street, Enfield | Leasehold | U/R |

| NO | BRANCH NO | ADDRESS | TENURE | TITLE NUMBERS |
|-----|--------------|--|-----------|--------------------|
| 167 | 0327 A | Ground floor 190 - 194 Fortis Green Road, Muswell Hill, London N10 3DU | Leasehold | AGL207207 |
| 168 | 0328 A/B | 15 Bounds Green Road, Wood Green, London, N22 8HE | Freehold | NGL478292 |
| 169 | 0329 A/B | 448 Green Lanes, Palmers Green, London N13 5XD | Leasehold | AGL265130 |
| 170 | 0330 A/B | 6 Woodhouse Road, North Finchley, London, N12 0RG | Freehold | MX463380 |
| 171 | 0331 A | 29 Junction Road, Archway, London N19 5QT | Leasehold | NGL891755 |
| 172 | 0331 C | Accessway at rear of 29 Junction Road, Archway, London N19 5QT | Leasehold | U/R |
| 173 | 0332 A/B | 98 Crown Lane, Southgate, London N14 5EN | Leasehold | GL298350 |
| 174 | 0333 A | 37a High Street, Barnet, Hertfordshire EN5 5UW | Leasehold | AGL222670 |
| 175 | 0334 A/B | 52a Shenley Road, Borehamwood, Hertfordshire WD6 1DS | Leasehold | HD486552 |
| 176 | 0335 A/B | 530 Watford Way, Mill Hill Circus, Mill Hill, London, NW7 4RS | Freehold | MX217876 |
| 177 | 0336 A | 4 Hendon Lane, Finchley, London, N3 1TR | Leasehold | AGL176777 |
| 178 | 0339 A/B | 388/388a Bowes Road, New Southgate, London N11 1AH | Leasehold | AGL200650 |
| 179 | 0341 A | 11 Brewer Street Maidstone, Kent, ME14 1RU | Freehold | K423910 |
| 180 | 0342 A/C | 26 & 26a Harbour Street, Whitstable, Kent, CT5 1AH | Freehold | K446194 |
| 181 | 0342B | Garage R/O 1 Albert Street, Whitstable, Kent, C15 1HP | Freehold | K446884 K446194 |
| 182 | 0344 A | 68 Balmoral Road, Gillingham, Kent, ME7 4QE | Freehold | K323528 |
| 183 | 0346 A/B/C/D | 1 Dover Road/2,4,6, Foord Road, Folkestone, Kent, CT20 1JJ | Freehold | K389290 |
| 184 | 0347 A/D | 25 Albert Road, Deal, Kent, CT14 9RE | Freehold | K322169 |
| 185 | 0347 B/C | Garage Opp 4 Western Road, Deal, Kent, CT14 6PJ | Freehold | K527328 |
| 186 | 0348 A/C | 21 Tufton Street/ 3 Church passage, Ashford, Kent, TN23 1QN | Freehold | K274048 |
| 187 | 0348 B | Garage R/O 27 Norwood Street, Ashford, Kent, TN23 1QU | Freehold | K521737 |
| 188 | 0349 A/B | 1 Dymchurch Road, Hythe, Kent, CT21 5AX | Freehold | K593289 |

| NO | BRANCH NO. | ADDRESS | TENURE | TITLE NUMBERS |
|-----|--------------|---|-----------|---------------------|
| 189 | 0350 A | George Lane, New Romney, Kent TN28 8BS | Leasehold | K926862 |
| 190 | 0351 A/C | 1 Beaconsfield Avenue, Dover, Kent, CT16 2LS | Freehold | K285552 |
| 191 | 0353 A/C | 3 Trafalgar Street, Brighton, East Sussex BN1 4EQ | Leasehold | U/R |
| 192 | 0357 A/C | Brassey House, 26 & 26b New Zealand Avenue, Walton on Thames, Surrey KT12 1QD | Leasehold | U/R |
| 193 | 0361 A/B/C/D | 11 Kingsway, Melbourne Street Bedford, Bedfordshire, MK42 9BB | Freehold | BD101272 |
| 194 | 0362 A/C/D | 22 & 22a George Street, Leamington Spa, Warwickshire, CV31 1ET | Freehold | WK238070 & WK40734 |
| 195 | 0363 A/B | 30 Clarendon Avenue, Leamington Spa, Warwickshire, CV32 4RY | Freehold | WK308693 |
| 196 | 0364 A/B | 6 High Street, Warwick, Warwickshire, CV34 4AP | Freehold | WK308694 |
| 197 | 0366 A/C | 80 Whiting Street, Bury St Edmunds, Suffolk, IP33 1NX | Freehold | SK236730 |
| 198 | 0366 C | Car parking space, Whiting Street, Bury St Edmunds, Suffolk | Leasehold | U/R |
| 199 | 0367 A/B | 37 North Street, Sudbury, Suffolk, CO10 6RD | Freehold | SK236731 |
| 200 | 0368 A | 23 Mustow Street, Bury St Edmunds, Suffolk, IP33 1XL | Freehold | SK236383 |
| 201 | 0369 A | 58 Ipswich Street, Stowmarket, Suffolk IP14 1AD | Leasehold | U/R |
| 202 | 0371 A | 16 High Street, Rayleigh, Essex SS6 7EF | Leasehold | EX859494 |
| 203 | 0373 A/B | 32 High Road, Orsett, Grays, Essex RH16 3HB | Leasehold | U/R |
| 204 | 0374 A | 31 and 32 Landon Centre, Basildon, Essex SS15 5TQ | Leasehold | EX460395 |
| 205 | 00375 D/L | 665 High Road, Benfleet, Essex SS7 5SF | Freehold | EX648152 |
| 206 | 0377 D | 29/31 High Street, Canvey Island, Essex SS1 1PJ | Leasehold | EX823321 & EX823320 |
| 207 | 0378 A | 2 South Parade, South Road, South Ockendon, Essex RM15 6BT | Leasehold | EX 384643 |
| 208 | 0380 A/B/C/D | 26 & 28a Abbey Walk, Cambridge, Cambridgeshire, CB1 2QI | Freehold | CB283137 |
| 209 | 0381 C/D | 83, 83a Victoria Road, Cambridge, Cambridgeshire, CV4 3NS | Freehold | CB2822 |
| 210 | 0386 | 48 Beverley Road, Hull, East Yorkshire, HU3 1YE | Freehold | HS27484 |

| NO | BRANCH NO | ADDRESS | TENURE | TITLE NUMBERS |
|-----|--------------------------|---|-----------|---------------------------------------|
| 211 | 0388 A/B | 365 Holderness Road, Kingston upon Hull, North Humberside, HU8 8QY | Freehold | HS 60054 |
| 212 | 0390 A | Westbourne Street, High Wycombe, Bucks HP11 2PZ | Leasehold | U/R |
| 213 | 0392 A/B | 86-87 East Street, Farnham, Surrey GU9 7TP | Leasehold | SY734325 |
| 214 | 0393 A/B | 55 Hare Lane, Farncombe, Godalming, Surrey GU7 3EF | Leasehold | SY734710 and SY792823 |
| 215 | 0396 A/C/D | St Nicholas House, 51/55 Vaughan Way, Leicester, Leicestershire, LE1 4NR | Freehold | LT3712 LT1966 |
| 216 | 0396 C | Car park Vaughan Way/140 Higher Cross Street, Leicester, Leicestershire | Leasehold | U/R |
| 217 | 0440 A/B | 63,63a Westbury Hill, Westbury on Trym, Bristol, BS9 3AD | Freehold | AV36421 |
| 218 | 0442 A | 36 Wellowgate, Grimsby and Back 14/16 Park Street, Grimsby, South Humberside DN32 0RA | Leasehold | U/R |
| 219 | 0452 A/C/D/E/1/G/H/V/W/J | Andover Funeral Home, 2 Church Close, Andover, Hampshire, SP10 1DP | Freehold | HP418467 |
| 220 | 0452 B | Garages St Johns Road, Andover, Hampshire | Leasehold | U/R |
| 221 | 0456 | 59 Old Milton Road, New Milton, Hampshire BH25 6DJ | Leasehold | HP403043 |
| 222 | 0457 A/B | 405 Lynnington Road, Highcliffe, Christchurch, Dorset BH23 5EN | Leasehold | DT175223 and TBC (reversionary lease) |
| 223 | 0458 A/B | 24 Albert Road, Parkstone, Poole, Dorset, BH12 2BZ | Freehold | DT78546 |
| 224 | 0459 A/B | 3 Bournemouth Road, Parkstone, Poole, Dorset BH14 0EF | Leasehold | DT403489 |
| 225 | 0472 | 23 Wolseley Road, Milehouse, Plymouth PL2 3AA | Leasehold | DN292292 |
| 226 | 0482 A/B/C | 433/435 Cleethorpes Road, Grimsby, N E Lincolnshire DN31 3BU | Leasehold | U/R |
| 227 | 0488 A/B | 3/3a Fountain Lane, Barming, Maidstone, Kent, ME16 9AT | Freehold | K266353 K747099 |
| 228 | 0495 A/B | 9 & 9a The Parade, 148 Holders Hill Road, Hendon, London NW7 1LY | Leasehold | AGL220461 |
| 229 | 0500 C | 29-31 Rosebery Avenue, Islington, London EC1R 4SL | Leasehold | AGL258845 |
| 230 | 0502 A | 2 Priestley Way, Blackhorse Lane Walthamstow, London E17 6AL | Leasehold | FG1 295566 |

| NO | BRANCH NO. | ADDRESS | TENURE | TITLE NUMBERS |
|-----|-------------|---|--|----------------------|
| 231 | 0504 A | 110/111 Lewes Road, Brighton, East Sussex, BN2 | Long Leasehold | ESX275529 |
| 232 | 0508 A | 75 Ashby Road, Loughborough, Leics LE11 3AA | Leasehold | LT406559 |
| 233 | 0508 C | Accessway at 75 Ashby Road, Loughborough, Leics LE11 3AA | Leasehold | U/R |
| 234 | 0513 A/B | 141 South Ealing Road, Ealing, London W5 4QP, | Freehold | AGL 111399 |
| 235 | 0514 A/B | 50 & 50a Victoria Road, Ruislip, Middlesex, HA4 0AG | Freehold | MX70123 |
| 236 | 0516 A/B | 52 Baxters Lane, St Helens, Merseyside, WA9 3NR | Freehold (and unmerged Long Leasehold) | MS569147 MS330903 |
| 237 | 0517 A | 25 Faircross Parade, Longridge Road, Barking, Essex IG11 8UW | Leasehold | EGL496046 |
| 238 | 0518 A | 2 St Williams Way, Thorpe Norwich, Norfolk, NR7 0AW | Freehold | NK44713 |
| 239 | 0519 A/B | Laburnham Cottage, 17 Maccksfield Road, Holmes Chapel, Cheshire, CW4 7NF | Freehold | CH404742 |
| 240 | 0520 A/B | 837 St Albans Road, Garston, Watford, WD25 0LH | Freehold | HD56052 |
| 241 | 0523 D | Ground Floor, 89 Old Shoreham Road, Hove BN3 7AQ | Leasehold | FSX291928 |
| 242 | 0526 A | 15/17 Penleys Grove Street, Monkgate, York, North Yorks YO3 7PW (and licence to cross pavement/ access) | Leasehold | U/R |
| 243 | 0526 /B | Licence to cross pavement/ access at 15/17 Penleys Grove Street, Monkgate, York, North Yorks YO3 7PW | Leasehold | U/R |
| 244 | 0545 A | Westfield House, Western Avenue, Blacon, Chester, Cheshire, CH1 5PP | Freehold | CH158280 |
| 245 | 0552 A | Crossgate House, Western Approach, 191 Crossgate, South Shields, Tyne & Wear, NE33 5QU | Long Leasehold | TY183257 |
| 246 | 0553 A | Spring Villa, 6 St Johns Terrace, Jarrow, Tyne & Wear, NE32 3AB | Freehold | TY160272 TY155630 |
| 247 | 0555 AC/D/E | Bryson House, Horace Road, Kingston upon Thames, Surrey, KT1 2SL | Freehold | SY149304 SY127576 |
| 248 | 0555 B | House 14 Horace Road, Kingston upon Thames, Surrey | Freehold | SGL186381 |
| 249 | 0556 A | 24 Old London Road, Kingston upon Thames, Surrey KT2 6QG | Leasehold | SGL732108 |
| 250 | 0557 A/B | 5 Chessington Parade, Chessington, Surrey, KT9 2PH | Freehold | SY28763 |
| 251 | 0559 A/B | 108 High Street, Esher, Surrey, KT10 9QJ | Freehold | SY247631 |

| NO | BRANCH NO | ADDRESS | TENURE | TITLE NUMBERS |
|-----|--------------|--|-----------|---------------------|
| 252 | 0561 A/B | 118e High Street, Hampton Hill, Middlesex, TW12 1NT | Freehold | MX409281 |
| 253 | 0562 A/B | 227 Twickenham Road, Isleworth, Middlesex, TW7 6DH | Freehold | MX169933 |
| 254 | 0563 A/B | 71 & 71a Walton Road, East Molesey, Surrey, KT8 0DP | Freehold | SY247632 |
| 255 | 0564 A/B | 26 Crown Lane, Morden, Surrey, SM4 5BL | Freehold | SY247630 |
| 256 | 0565 A/B | 182 & 182a High Street, New Malden, Surrey, KT3 4ES | Freehold | SY1293 |
| 257 | 0566 A/C | 29 Coombe Road, Norbiton, Surrey, KT2 7AY | Freehold | SY247629 |
| 258 | 0567 A/B/C | 4/6 Coombe Lane, Raynes Park, London SW20 8ND | Leasehold | SGL713179 |
| 259 | 0568 A/B | 265 Ewell Road, Surbiton, Surrey, KT6 7AA | Freehold | SY247628 |
| 260 | 0569 A/B | 151 Epsom Road, Sutton, Surrey, SM3 9EY | Freehold | SY247626 |
| 261 | 0570 A/B | 102 High Street, Teddington, Middlesex, TW11 8JD | Freehold | SGL522776 |
| 262 | 0571 A/B | 31 Church Street/Water Lane, Twickenham, Middlesex TW1 3NR | Leasehold | TGL299484 |
| 263 | 0572 A/B/C | 28/30 Central Road, Worcester Park, Surrey, KT4 8H7 | Freehold | SY247625 |
| 264 | 0573 A/B | 601 Fulham Road, Fulham Broadway, London SW6 5UA | Leasehold | U/R |
| 265 | 0574 A/B/C | 8-10 Pound Lane, Epsom, Surrey, KT19 8RY | Freehold | SY505174 SY47171 |
| 266 | 0575 A/B | 117 Falcon Road, Clapham Junction, London SW11 2PE | Leasehold | TGI 52061 |
| 267 | 0576 A/B | 246 Upper Richmond Road, Putney, London SW15 6LG | Leasehold | TGL249922 |
| 268 | 0577 A/B/C/D | 28-30 Kew Road, Richmond, Surrey, TW9 2NA | Freehold | 213672 TGI |
| 269 | 0578 A/B | 1a Upper Ham Road, Ham Common, Richmond, Surrey TW10 5LD | Leasehold | TGL29471 |
| 270 | 0579 A/B | 447 Upper Richmond Road West, East Sheen, London SW14 7PR | Leasehold | TGL 30519 |
| 271 | 0580 A/B | 35 Barnes High Street, Barnes, London SW13 9LP | Leasehold | TGL 30518 |
| 272 | 0581 A/B/C | 12-14 Medfield Street, Roehampton, London SW15 4JZ | Leasehold | TGL29472 |
| 273 | 0582 A/B | 132 High Street, Whitton, Twickenham, Middlesex TW2 7LL | Leasehold | TGL 29469 |

| NO | BRANCH NO | ADDRESS | TENURE | TITLE NUMBERS |
|-----|----------------|--|---|------------------------|
| 274 | 0582 | 85 High Street, Whitton, Middlesex TW12 7LD | Leasehold | TGL396583 |
| 275 | 0583 A/B | 153 Heath Road, Twickenham, Middlesex TW1 4BH | Leasehold | TGL 29470 TGL338152 |
| 276 | 0584 A/B | 512 Great West Road, Hounslow, Middlesex TW5 0TE | Leasehold | AGL13053 |
| 277 | 0586 A | 96 Albany Road, Camberwell, London SE5 0QB | Leasehold and freehold | TGL320655 IGL 86124 |
| 278 | 0589 A/B | 1 Lower Addiscombe Road, 2A Freemasons Road, East Croydon, Kent, CRO 6PQ | Freehold | SGL212688 |
| 279 | 0590 A/B | 468 Bromley Road, Downham, Kent BR1 4PP | Leasehold | TGL263668 |
| 280 | 0592 A/B | 39 Woolwich Road, Greenwich, London SE10 0RA | Leasehold | TGL368795 |
| 281 | 0593 A | 4-6 Lee High Road, Lewisham, London SE13 5LQ | Leasehold | TGL364272 |
| 282 | 0594 A/B | 402 Lewisham High Street, Lewisham, London, SE13 6LJ | Freehold | SGL 330325 |
| 283 | 0596 A/B/C | 105 & 105a Church Road, Upper Norwood, London, SE19 2PR | Freehold | SGL 136338 |
| 284 | 0597 A/B | 41 Sydenham Road, Sydenham, London, SE26 5LX | Freehold | SGL232944 |
| 285 | 0598 A/B | 235-239 East Street, Walworth, London SE17 2SS | Leasehold | TGL307129 |
| 286 | 0599 A | 3-7 Sunnyhill Road, Streatham, London SW16 2UG | Leasehold | U/R |
| 287 | 0600 A/B | 1507 London Road, Norbury, London, SW16 4TB | Freehold | SGL641442 |
| 288 | 0602 A/B/C | 102/104 Lordship Lane, East Dulwich, London SE22 8HF | Leasehold | TGL251094 |
| 289 | 0604 A/B/C/D/E | 536-538 Streatham High Road, Norbury, London, SW16 3QF | Freehold | 231552 311646 |
| 290 | 0606 A/B | Boundary Place, Sevenoaks Road, Orpington, Kent, BR6 7SE | Freehold (plus lease/licence for parking) | K14692 |
| 291 | 0607 A/B | 238 High Street, Beckenham, Kent, BR3 1EN | Freehold | SGL388277 |
| 292 | 0608 A/B | 229/231 High Street, Bromley, Kent BR1 1NZ | Leasehold | SGL689177R |
| 293 | 0609 A/B | 72 High Street, Eltham, London SE9 1BT | Leasehold | TGL293055 |
| 294 | 0609 C | 74 High Street, Eltham, London | Leasehold | TGL 274855 |

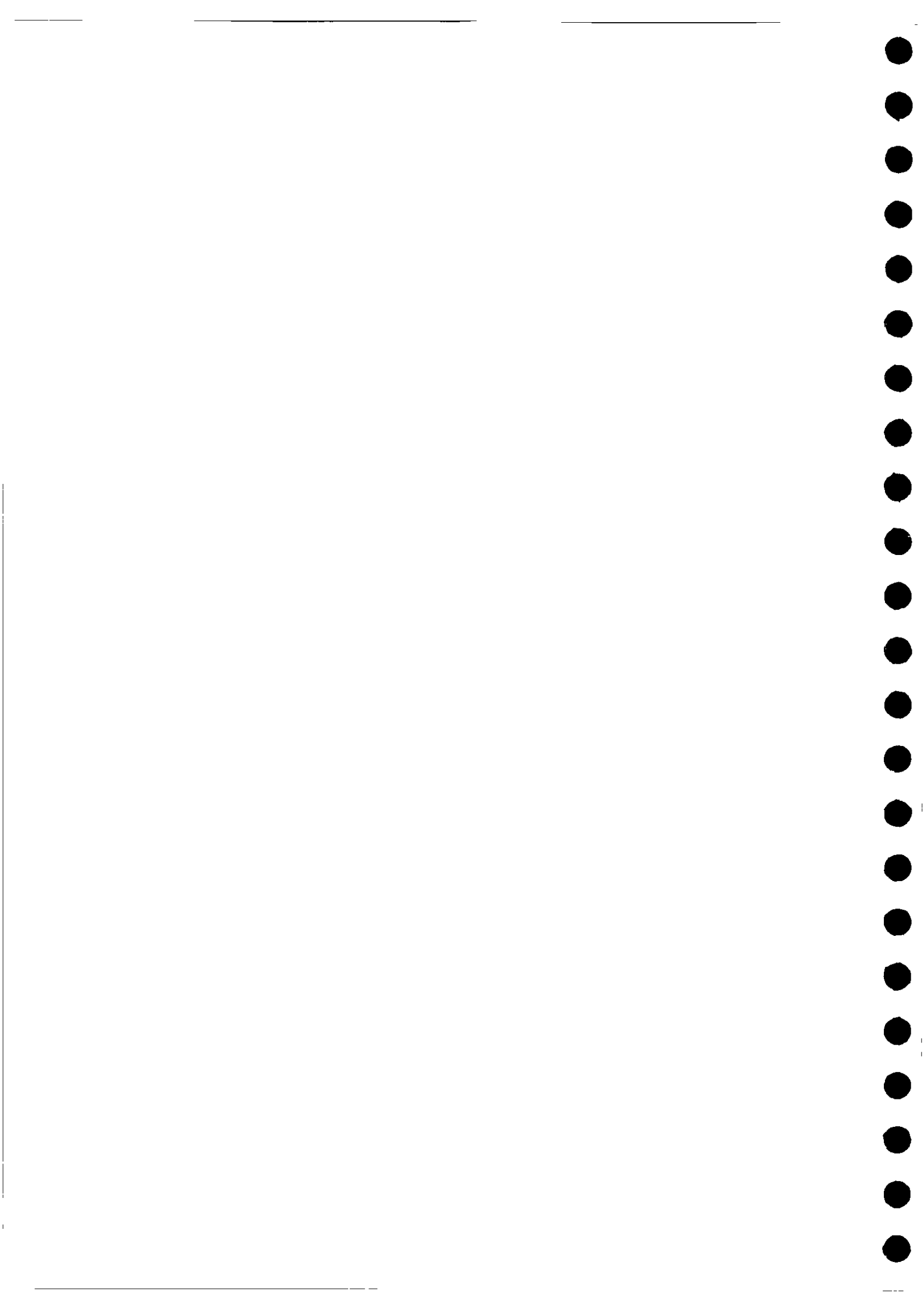
| NO | BRANCH NO. | ADDRESS | TENURE | TITLE NUMBERS |
|-----|------------|--|-----------|-------------------------|
| 295 | 0610 A/B | 332 Crofton Road, Farnborough, Kent BR6 8NW | Leasehold | SGL683819 SGL 721125 |
| 296 | 0611A | 87 The Walnuts, Orpington, Kent BR6 0FW | Leasehold | U/R |
| 297 | 0612 A/B | 48 High Street, Sidcup, Kent DA14 6EH | Freehold | SGL209259 |
| 298 | 0613 A/B/C | 4a & 4b Glebe Way, West Wickham, Kent BR4 0RJ | Leasehold | SGL697176 |
| 299 | 0614 A/B | 5 Thomas Street, Woolwich, London SE18 6HL | Leasehold | FGL373212 |
| 300 | 0615 A/B/C | 27 & 27 a London Road, Sevenoaks, Kent TN13 1AR | Leasehold | U/R |
| 301 | 0616 A | 217 The Broadway, Bexleyheath, Kent DA6 7FJ | Leasehold | U/R |
| 302 | 0618 B | 4 Kent Road, Dartford, Kent DA1 2DA | Leasehold | K971690 |
| 303 | 0620C | Unit 1 Gowring House, Market Street, Bracknell, RG12 1JG | Leasehold | BK447563 |
| 304 | 0621 A/B | 29c High Street, Sunninghill, Berkshire SL5 9NP | Leasehold | BK435071 |
| 305 | 0622 A | 58 Briants Avenue, Caversham, Reading, Berkshire, RG4 5BA | Freehold | BK201193 |
| 306 | 0623 A | 21 School Road, Tilehurst, Reading, Berkshire RG31 5AR | Leasehold | BK437877 |
| 307 | 0624 A/B/C | 81 Oak Street, 1 Conduit Street, Abingdon, Oxon, OX14 5AG | Freehold | ON35563 |
| 308 | 0625 A/B | 2/4 Church Street, Wantage, Oxfordshire, OX12 8BL | Freehold | ON188867 |
| 309 | 0628 A/B/C | Phoenix, 37, 37 a Church Street, Amesbury, Salisbury, Wiltshire, SP4 7EU | Freehold | WT217088 |
| 310 | 0629 | 6a Bridge Street, Andover, Hampshire SP10 1BH | Leasehold | U/R |
| 311 | 0630 A/B | 15-17 Hampton Road, Newbury, Berks RG14 7UH | Freehold | BK22052 |
| 312 | 0631 | 40 Harvest Road, Englefield Green, Surrey, TW20 0Q1 | Freehold | SY171586 |
| 313 | 0633 C/D | 9 & 9a Stainish Parade, Kingston Road Staines, Middlesex TW18 1BB | Leasehold | SY82290 |
| 314 | 0634 B | House 1 Aldbury Road, Maidenhead, Berkshire | Freehold | BK84638 |
| 315 | 0634 A | 65/67 Moorbridge Road, Maidenhead, Berkshire SL6 8LT | Freehold | BK110076 |
| 316 | 0635 A/B | 7 The Green, Woodburn Green, High Wycombe, Bucks, HP10 0LE | Freehold | BM199700 |

| NO | BRANCH NO | ADDRESS | TENURE | TITLE NUMBERS |
|-----|-------------------|--|-----------|------------------------|
| | | | | BM175913 |
| 317 | 0636 | King William Street, York Road, Exeter, Devon EX4 6PD | Leasehold | DN593988 |
| 318 | 0638 A/B | 73/73a Fore Street, Bovey Tracey, Devon, TQ13 9AB | Freehold | DN474253 |
| 319 | 0639 A | Crews House 16 Tower Street, Exmouth, Devon EX8 1NT | Leasehold | U/R |
| 320 | 0640 A/B/C | 5-7 Wilder Road, Ilfracombe, Devon, EX34 8BL | Freehold | DN216641 |
| 321 | 0641 A/B/C/D | 119 Fore Street, Kingsbridge, Devon TQ7 1AI | Leasehold | DN 639310 |
| 322 | 0642 A (and 1196) | 381 Gloucester Road, Bristol, Avon, BS7 8TN | Freehold | BL186 |
| 323 | 0643 A/B | 12 Charlton Road, Keynsham, Bristol, Avon, BS18 2ND | Freehold | AV123414 |
| 324 | 0644 A | 143 Church Road, Bishopsworth, Bristol, Avon BS13 8JZ | Leasehold | BL111421 |
| 325 | 0645 A | 13 St James Parade, Bath, Avon, BA1 1UL | Freehold | AV7597 |
| 326 | 0646 A | 41 Livingstone Road, Bath, Avon, BA2 3PH | Freehold | AV167015 |
| 327 | 0647 A | Pows Orchard, Midsomer Norton, Bath, Avon BA3 2HY | Leasehold | ST239357 |
| 328 | 0649 A | The Croft, 27 West Shepton, Shepton Mallet, Somerset, BA4 5UL | Freehold | WS20323 |
| 329 | 0650 A/B | Marston Road, Newell, Sherborne, Dorset DT9 4EZ | Leasehold | DT396357 |
| 330 | 0653 A | 62 South Street, Yeovil, Somerset BA20 1QQ | Leasehold | WS63513 |
| 331 | 0655 A/B | 139 St John Street, Bridgwater, Somerset, TA6 5JA | Freehold | ST281580 |
| 332 | 0656 A/B/C/D/E | 52-56 Chepstow Road, Newport, Gwent, NP9 8EB | Freehold | WA590093 WA663269 |
| 333 | 0658 A/B | 90 Newport Road, Caldicot, Gwent, NP26 4BR | Freehold | WA451275 |
| 334 | 0659 A | R/O 55 Pantbach Road, Rhiwbana, Birchgrove, Cardiff, CF4 1TW | Freehold | WA 131372 WA 761523 |
| 335 | 0660 A/B/C | Main Road, Church Village, Pontypridd, Mid Glamorgan, CF38 1RL | Freehold | WA475361 |
| 336 | 0662 A/B | 31 Gravelly Hill North, Lrdington, Birmingham, B23 6BT | Freehold | WM78880 |
| 337 | 0663 A/B | 457 & 457c Stratford Road, Shirley, Solihull, West Midlands, B90 4AA | Freehold | WK92708 |

| NO | BRANCH NO | ADDRESS | TENURE | TITLE NUMBERS |
|-----|---------------|---|----------------|------------------------|
| 338 | 0665 A/B | Green Hayes, Savile Park Road, Halifax, West Yorkshire, HX1 2XR | Freehold | WYK730575 |
| 339 | 0666 A/B/C | Albert Cottage, Albert Street, Hebden Bridge, West Yorkshire, HX7 8AH | Freehold | WYK338966 |
| 340 | 0667 A | Valley Road, Hebden Bridge, West Yorkshire, HX7 7BZ | Long Leasehold | WYK349563 |
| 341 | 0668 A/B | Lincoln Villa, 163 Beeston Road, Beeston, Leeds and 6, 8 and 10 Hill Street and R/o 123 Cemetery Road Beeston | Freehold | WYK432139 WYK58663 |
| 342 | 0669 A | 223 Leeds Road, Lofthouse, Wakefield, West Yorkshire, WF3 3NF | Freehold | WYK439085 WYK474274 |
| 343 | 0670 A | Havelock Street, Wellingborough, Northants, NN8 4QA | Freehold | NN132544 |
| 344 | 0672 A | 700 Manchester Road, Bradford, West Yorkshire, BD5 7QH | Freehold | WYK313753 |
| 345 | 0673 A | 20b Queen Street Lancaster, Lancashire, LA1 1RX | Freehold | LA635930 |
| 346 | 0674 A & 0725 | 102 Sefton Road, Morecombe, LA3 1UD | Freehold | LA597223 |
| 347 | 0676 A | 6 Powerscourt Road, Buckland Portsmouth, Hants, PO2 7JN | Freehold | HP360612 |
| 348 | 0677 A | 1a-b South Street, Emsworth, Hants PO10 7LG | Leasehold | SH28441 SH28440 |
| 349 | 0678 A/B | 2 & 4C Town Hall Road, Havant, Hants PO9 1AN | Leasehold | SH32769 |
| 350 | 0679 A/B | 123/125 High Street, Aldershot, Hants, GU11 1TF | Freehold | HP383238 |
| 351 | 679 C | Garage, Sebastopol Road, Aldershot | Freehold | HP624093 |
| 352 | 0680 A/B | 32 Guildford Road, Woking, Surrey GU22 7QQ | Leasehold | SY753712 |
| 353 | 0681 A/C | Tressillion House, 220 Dukes Ride, Crowthorne, Berkshire RG45 6DS | Leasehold | BK443322 |
| 354 | 0683 A/B | 191 & 191 a South Farm Road, Worthing, West Sussex, BN14 7TW | Freehold | WSX269652 |
| 355 | 0684 A | 3a Arundel Road, Littlehampton, West Sussex BN17 7BY | Leasehold | U/R |
| 356 | 0686 A | 2 Cradle Hill Industrial Estate, Cradle Hill Road, Seaford, East Sussex BN2 3HP | Long Leasehold | FSX264918 |
| 357 | 0687 A/B | 22 Sutton Road, Seaford, East Sussex BN25 1RU | Leasehold | ESX318829 |
| 358 | 0690 | 48a Malling Street, Lewes, East Sussex BN7 2RH | Leasehold | U/R |

| NO | BRANCH NO | ADDRESS | TENURE | TITLE NUMBERS |
|-----|------------|--|----------------------------------|---|
| 359 | 0691 A | 13 Bridge Street, Newhaven, East Sussex BN9 9PH | Leasehold | U/R |
| 360 | 0692 A | 18-19 Lewes Road, Brighton, East Sussex BN2 3HP | Freehold | SX160643 ESX51510 |
| 361 | 0695 A | 100 Blatchington Road, Hove, East Sussex BN3 3YT | Leasehold | U/R |
| 362 | 0696 A | 8-9 Queens Parade, Hangleton, Hove, East Sussex BN3 8JG | Leasehold | U/R |
| 363 | 0698 A/C/D | 50 Mount Pleasant Road Hastings, East Sussex TN34 3LJ | Freehold and part long leasehold | ESX 92863 ESX 80272 H1 22714 HT 12335 HT 12334 ESX 80274 |
| 364 | 0698 B | 50 Mount Pleasant Road, Hastings - Car Park | Leasehold | U/R |
| 365 | 0701 A/C | 8 & 8a Grand Parade High Street, Crawley, West Sussex RH10 1BU | Freehold | WSX88962 |
| 366 | 0701 B | 5 Alpha Road, West Green, Crawley RH11 7BH | Leasehold | WSX315887 |
| 367 | 0702 A/B | 79 High Street, East Grinstead, West Sussex RH19 3DD | Leasehold | U/R |
| 368 | 0703 A/B | 43 Station Road, Burgess Hill, West Sussex RH15 9DE | Leasehold | WSX358524 |
| 369 | 0704 A | Old Falbot House, 1 High Street Cuckfield, West Sussex RH11 7JX | Leasehold | U/R |
| 370 | 0704 B | Chapel of Rest, Newbury Lane, Cuckfield, West Sussex RH17 5AA | Leasehold | U/R |
| 371 | 0705 A/B | 74/76 Hardres Street, Ramsgate, Kent CT11 8QP | Leasehold | K665004 K687776 |
| 372 | 0707 A/B | 92/94 Ramsgate Road, Margate, Kent CT9 5RY | Freehold | K58320 |
| 373 | 0708 A | Medina Way, Newport IOW, PO30 5QD | Freehold | IW24239 |
| 374 | 0709 A/B/C | 43 Sandown Road, and 43a Newport Road, Lake Sandown IOW PO36 9JL | Freehold | IW54052 |
| 375 | 0718 A | Crown Court, R/O 34 Market Street, Abergele, Clywd LL22 7AA | Freehold | WA705695 |
| 376 | 0723 A | 196/200 Verdant Lane, Catford, London, SE6 1LJ | Freehold | SGL360913 |
| 377 | 0743 A/B | Alma House, 2a Caulfield Road, East Ham, London E6 2EJ | Leasehold | EGL493134 |
| 378 | 0751 A | 87-89 Nantwich Road, Crewe, Cheshire CW2 6AW | Leasehold | U/R |

| NO | BRANCH NO. | ADDRESS | TENURE | TITLE NUMBERS |
|-----|------------|---|----------------|------------------------|
| 379 | 0753 A | 209 Uppingham Road, Leicester, Leics LE5 4BQ | Leasehold | IT447238 |
| 380 | 0753 B | Garage, 18/19 Coleman Road, Leicester | Leasehold | U/R |
| 381 | 0754 A | 17 St Dunstan Street, Canterbury | Leasehold | K868102 |
| 382 | 0759 A/B | 1 Haydon Road, Taunton, Somerset, TA1 1SY | Freehold | ST117082 |
| 383 | 0760 A/B/C | 195a Station Road, Stechford, Birmingham, B33 8BB | Freehold | WM521202 |
| 384 | 0761 | 12-16 Queen Street, Newton Le Willows, Merseyside WA12 9AX | Long Leasehold | MS257009 |
| 385 | 0763 A | 424 Hessle Road, Hull, East Yorkshire HU33 3SE | Freehold | HIS244903 |
| 386 | 0766 A | Main Factory, The Airfield, Hutton Cranswick, East Riding YO25 9PT | Freehold | HS 94392 |
| 387 | 0766 B | Factory 2, The Airfield, Beverley Road, Hutton Cranswick, East Riding | Freehold | HIS 98389 HIS122539 |
| 388 | 0766 C | Unit 21, The Airfield, Hutton Cranswick, East Riding | Leasehold | U/R |
| 389 | 0766 D | Units 38-41, The Airfield, Hutton Cranswick, East Riding | Leasehold | U/R |
| 390 | 0766 F | Unit 20, The Airfield, Hutton Cranswick, East Riding | Leasehold | U/R |
| 391 | 0766 H | Unit 9, The Airfield, Hutton Cranswick, East Riding | Leasehold | U/R |
| 392 | 0768 A/B/C | 259 Kilburn High Road, Kilburn, London, NW6 7JR | Freehold | NGL756528 P3841 |
| 393 | 0769 A/B | 109 High Road, Willesdon, London NW10 2SL | Freehold | MX460890 |
| 394 | 0770 A/B | 53 Bridge Road, Wembley Park Middlesex, HA9 9AG | Freehold | P127516 |
| 395 | 0771 A | 20 High Street, Daventry, Northants NN11 4HT | Leasehold | NN276464 |
| 396 | 0771 | 17 High Street, Daventry, Northamptonshire, NN11 4BG | Leasehold | NN234446 |
| 397 | 0773 A/B | 1 Bayford Road, Sittingbourne, Kent MW10 3A and Store, East Street, Sittingbourne, Kent MW10 3A | Freehold | K753206 |
| 398 | 0774 A/B | Kenwood High Street, Cranbrook, Kent TN17 3DT | Freehold | K658094 |
| 399 | 0778 A | 1 Walliscote Road, Weston Super Mare, Bristol, BS23 1UY | Freehold | AV174073 |
| 400 | 0780 A | 22a Trinity Street, Barnstaple Devon EX32 8JB | Freehold | DN361653 |



| NO | BRANCH NO | ADDRESS | TENURE | TITLE NUMBERS |
|-----|--------------------|--|-----------|----------------------|
| 401 | 0782 A/B | 17 Watson Road, Worksop, Notts S80 2BL | Freehold | NT 307173 |
| 402 | 0789 A | 154 London Road, Isleworth, Middlesex TW7 5BG | Freehold | AGL39739 |
| 403 | 0790 A/B | 71 & 71a Greenford Avenue, Hanwell, London, W7 1LJ | Freehold | AGL50068 |
| 404 | 0791 A/B/C/D/E/F/K | 118-120 Albany Road, Earlsden, Coventry CV5 6NG (and 1 Newcombe Road, Coventry and 2 Avondale Road Coventry) | Freehold | WM627783 WK201612 |
| 405 | 0792 A/B/C/D | 571 Westgate Road, Newcastle upon Tyne NE4 9PQ | Freehold | ND68 |
| 406 | 0793 A/C/D | 1-3 Sycamore Street/Laurel Avenue, Wallsend, Tyne and Wear NE28 6TH | Freehold | TY394971 |
| 407 | 0794 A/B | 455/457 High Road, Tottenham, London N17 6QB | Leasehold | AGL236365 |
| 408 | 0795 A | 2-6 Whetstone Lane, Birkenhead, Merseyside L41 2QR | Freehold | MS377384 |
| 409 | 0796 A | Stephenson Way, Newton Aycliffe, Co Durham DL5 7DF | Leasehold | U/R |
| 410 | 0798 A/B | 72 St James Street, Walthamstow, London E17 7PE | Leasehold | U/R |
| 411 | 0799 A | 32 Church Hill, Loughton, Essex IG10 1LA | Freehold | EX145139 |
| 412 | 0800 A | 52 Ripple Road, Barking, Essex IG11 7PG | Leasehold | U/R |
| 413 | 0801 A/B/C | 221&223 Oxlow Lane, Dagenham, Essex RM10 7YA | Leasehold | U/R |
| 414 | 0802 D | 90-92 Ley Street, Ilford, Essex | Leasehold | EGL573547 |
| 415 | 0803 A/D | 612 High Street, Seven Kings, Essex IG3 8RL | Freehold | EGL449515 |
| 416 | 0803 B/C/E/F/G/H | Balmoral Works, R/o Balmoral Gardens, Ilford, Essex IG3 8DH | Freehold | EGL449515 |
| 417 | 0804 A | 49 High Street, Barkingside, Essex IG6 2AD | Leasehold | U/R |
| 418 | 0805 A/B | 6/6a High Street West, Sunderland, Tyne and Wear, SR1 3EX | Freehold | TY116320 |
| 419 | 0809 A/B/C | 74 Prestbury Road, Cheltenham, Gloucestershire, GL52 2DJ | Freehold | GR183099 |
| 420 | 0812 A/B | 74/76 North Road, Westcliffe-on-Sea, Essex, SS0 7AH | Freehold | EX560180 |
| 421 | 0813 A/B | 20 North Street, Rochford, Essex SS4 1AB | Freehold | EX560178 |

| NO | BRANCH NO | ADDRESS | TENURE | TITLE NUMBERS |
|-----|-----------|--|-----------|-----------------------|
| 422 | 0816 A/B | 43-43a Kings Road, North Ormesby Middlesborough, IS3 6NH | Freehold | CE140212 |
| 423 | 0818 A | 1 Elm Road, Worthing, West Sussex BN11 1PG | Leasehold | U/R |
| 424 | 0824 A | 228 Blackburn Road, Accrington, BB5 0AQ | Freehold | LA511936 |
| 425 | 0827 A | 174 Wood Lane, Hawarden, Deeside CH5 3JF | Freehold | WA360346 |
| 426 | 0828 A | 42 Chester Road East, Shotton, Deeside CH5 1QA | Leasehold | U/R |
| 427 | 0829 A/B | 117 Brunswick Road, Buckley, Flintshire CH7 2EH | Freehold | WA491803 |
| 428 | 0830 A | 111 High Street, Tarporley, CW6 0EA | Freehold | CH279376 |
| 429 | 0831 A/B | 10 & 10a Canada Road, Cromer, Norfolk, NR27 9AH | Freehold | NK289750 |
| 430 | 0836 A | Castle Armoury, Cooper Street, Bury, BL9 0LJ | Freehold | LA236728 |
| 431 | 0837 A/B | 33- 37 Market Street, Fottington, Bury BL8 4AA | Leasehold | MAN140396 |
| 432 | 0837 A/B | Licence to use car park 33- 37 Market Street, Fottington, Bury BL8 4AA | Leasehold | U/R |
| 433 | 0838 A | 33 Station Road, Urmston, Manchester M41 9JG | Leasehold | MAN115309 |
| 434 | 0840 A | 103a King Street, Whalley, Clitheroe, Lancs B86 8SM | Leasehold | LA903704 |
| 435 | 0842 A | 55 Lynn Road, Wisbech, Cambs PE13 3DE | Freehold | CB269279 |
| 436 | 0845 A | 34 Bridge Street, Downham Market, Norfolk PE38 9DH | Leasehold | U/R |
| 437 | 0845 B | Harwin House Bridge Road Downham Market | Freehold | NK101374 |
| 438 | 0849 A/B | 61 London Road, (and 1/2 Inner Street) Grantham, Lincolnshire NG13 8H | Freehold | LL159852 LI 241024 |
| 439 | 0852 A | 6 Smithdown Road, Liverpool, Merseyside, L7 4JG | Freehold | MS470844 |
| 440 | 0853 A | 11 Childwall Valley Road, Five Ways, Liverpool, L16 4PB | Freehold | MS472673 |
| 441 | 0854 A | 14 Childwall Parade, Roby, Liverpool L14 6TT | Leasehold | MS603156 |
| 442 | 0860 A | 62 The Broadway, Leigh on Sea, Essex SS9 1AE | Leasehold | EX804333 |
| 443 | 0862 A/B | 19a & Adj 19a Bridge Road, Cowes, IOW, PO31 7DT | Freehold | IW40754 |

| NO | BRANCH NO | ADDRESS | TENURE | TITLE NUMBERS |
|-----|------------|---|----------------|-----------------------------|
| 444 | 00863 B | Ground Floor, 7-11 Brown Street, Salisbury, Wiltshire SP1 1HE | Long leasehold | WT277642 |
| 445 | 0869 A | 15 Highbridge Street, Waltham Abbey, Essex EN9 1BZ | Leasehold | EX 589353 |
| 446 | 0879 A/B/C | 24-26 Station Road, Billingham, Cleveland TS23 1AB | Freehold | CE107563 |
| 447 | 0880 B | 93b King Street, Maidstone, Kent ME14 1BH | Leasehold | U/R |
| 448 | 0882 | Unit 7b, Pennine Close, Llanishen, Cardiff CF4 5DN | Leasehold | CYM579219 |
| 449 | 0884 A/B | Bakehouse Yard, 16/17 Webber Street, Falmouth, Cornwall TR11 3AU | Leasehold | CL267844 |
| 450 | 0889 A/C | Henlys Funeral Home, Beaufort Hill, Beaufort, Ebbw Vale, NP3 5QN and Garden | Freehold | WA870490 |
| 451 | 0890 A | Victoria Funeral Home, 69/70 Victoria Road, Ebbw Vale, Gwent, NP3 6UH | Freehold | WA870492 |
| 452 | 0894 A | 25/29 Princes Street, Kettering, Northants NN16 8R | Freehold | NN234004 NN232991 |
| 453 | 0895 A | Old Cemetery Chapel, Rockingham Road, Corby, Northants NN17 2AL | Leasehold | TBC |
| 454 | 0898 A | 555 Saffron Lane, Leicester, LE2 6UN | Freehold | LT350330 |
| 455 | 0899 A/B | 129 & 129a Leicester Road, Wigston, Leicestershire LE18 1NS | Freehold | LI164751 |
| 456 | 0900 A/B/C | 135 Narborough Road, and 2a Beaconsfield Road, Leicester, LE3 0PB | Freehold | LT68599 |
| 457 | 0902 A | 13-15 Warren Avenue, Shirley Warren, Southampton SO16 6AS | Leasehold | HP717576 |
| 458 | 0908 A | The Oaklands, 2 Holyhead Road, Handsworth, Birmingham, B21 0LF | Freehold | WM789130 |
| 459 | 0909 C/D | 107 Aldershot Road, Guildford, Surrey | Leasehold | SY778119 |
| 460 | 0911 A | 28-30 Hope Street, Sheerness, Kent, ME12 1QH | Freehold | K93859 K85937 K788816 |
| 461 | 0911 C/D/E | Mortuary R/O 24 & 26 Hope Street, Sheerness, Kent ME12 1QH | Leasehold | U/R |
| 462 | 0930 A/B | 198 Laling Road, Wembley, Middlesex HA0 4QG | Leasehold | U/R |
| 463 | 0934 A | Unit 2, Anglia Way, Wisbech, Cambridgeshire PE13 2TY | Leasehold | CB290787 |
| 464 | 0936 A/B | 38 & 38 a Market Place, Long Sutton, Spalding, Lincs PE12 9JF | Freehold | LI153313 |

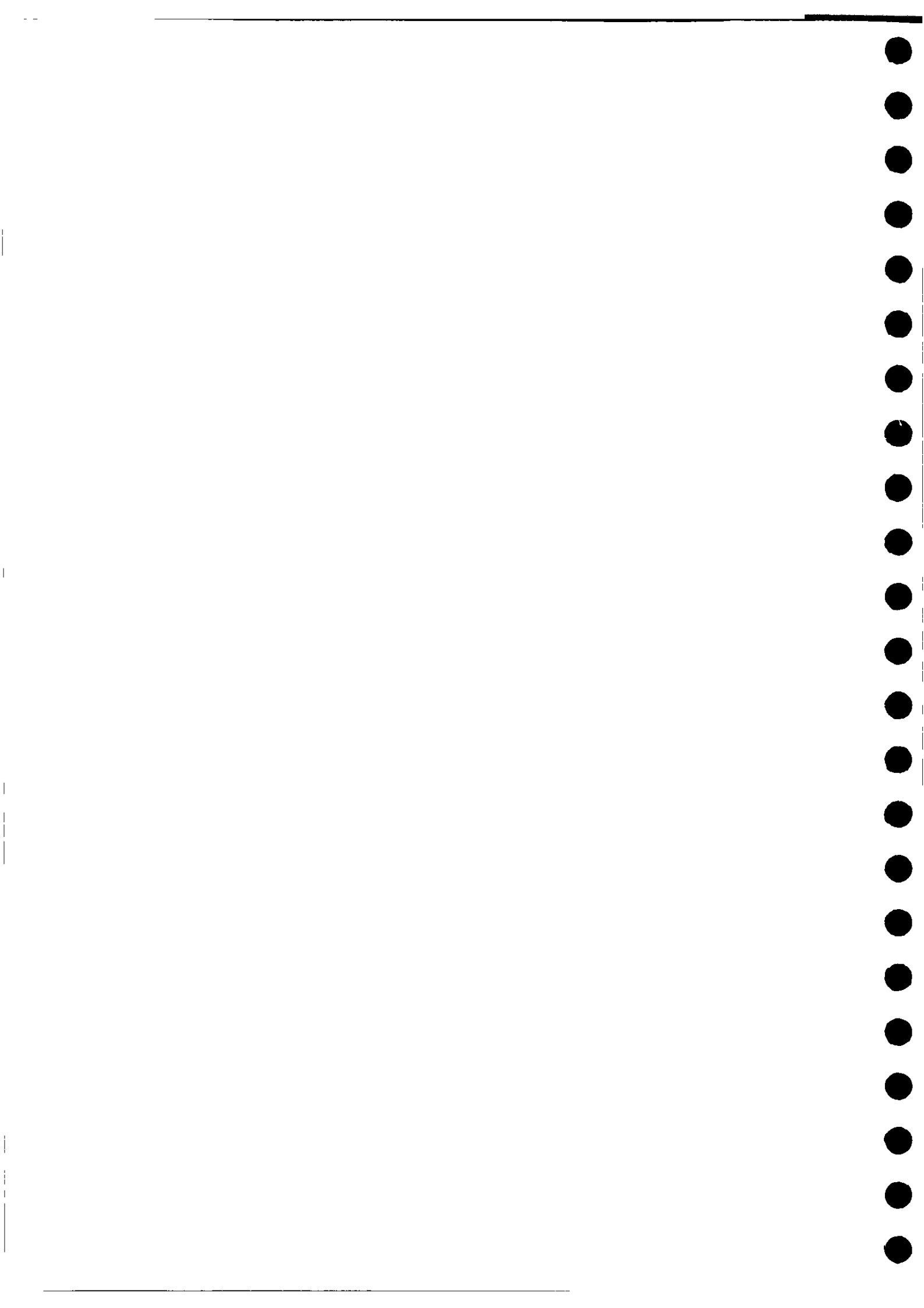


| NO | BRANCH NO | ADDRESS | TENURE | TITLE NUMBERS |
|-----|--------------|--|-----------|--------------------------|
| 465 | 0937 A | 242 Painswick Road, Gloucester, GL4 4AG | Freehold | GR53543 |
| 466 | 0938 A/B | 16 Glendower Street, Monmouth, NP5 3DG | Leasehold | TBC |
| 467 | 0939 A/B | 18/20 St Thomas Street, Wells, Somerset, BA5 2UX | Freehold | ST166681 |
| 468 | 0945 A/B | 49, 49a & 51 Spitalfield Lane, Chichester West Sussex PO19 4SG | Leasehold | WSX330510 |
| 469 | 0946 A/B | 8 Glebe Avenue, Ickenham, Middlesex, UB10 8PB | Leasehold | AGL202975 |
| 470 | 0948 | 90 Station Road, Addlestone, Surrey KT15 2PH | Leasehold | U/R |
| 471 | 0950 | 25 Brook Street, Selby, North Yorkshire YO8 4AL | Leasehold | NYK392978 |
| 472 | 0956 A/ | R/O 1 Norwich Road, New Costessey, Norwich, Norfolk NR5 0EA | Leasehold | NK421678 |
| 473 | 0958 A/b | 10 & 10a Cosby Road, Littlethorpe, Leicester LE9 5HF | Freehold | LT339466 |
| 474 | 0959 A | 5 Church Street, Weybridge, KT13 8DE | Leasehold | U/R |
| 475 | 0963 A | 27 Queensway, Bognor Regis, West Sussex, PO21 1QN | Leasehold | WSX362534 |
| 476 | 0964 A/B/C | 81, 81A and 83 Macaulay Street, Grimsby and Garages at rear of 89 to 99 Macaulay Street and 25 Haycroft Avenue | Freehold | IIS 248937 IIS 305388 |
| 477 | 0965 A/B | 17 Devon Square, Newton Abbot | Leasehold | DN638352 |
| 478 | 0966 A | 26 East Street, Prittlewell, Southend, SS2 6LH | Freehold | EX309823 |
| 479 | 0967 A | Dignity House, St Johns Street, Bury St Edmunds, Suffolk, IP33 3SP | Leasehold | U/R |
| 480 | 0968 A | 153 High Street, Hurstpierpoint, West Sussex, BN6 9PU | Leasehold | U/R |
| 481 | 0970 A | 80 The Drive, Hewarth, Gateshead, NE10 0PL | Freehold | TY434561 |
| 482 | 0971 A/B/C/D | 227/229 Grove Lane, Timperley, Trafford, Manchester, WA15 7UT | Leasehold | MAN210286 |
| 483 | 0972 A | 2 Grove Lane Hale, Trafford, Manchester | Freehold | GM 173714 |
| 484 | 0973 A | 13 Main Street, Evington, Leicestershire | Leasehold | L1360955 |
| 485 | 0982 A/B | 126A London Road, Southborough Tunbridge Wells | Leasehold | K868517 |
| 486 | 0984 A/B | 7 Buckingham Road, Broadstairs, Kent, CT10 1QR | Freehold | K873922 |

| NO | BRANCH NO | ADDRESS | TENURE | TITLE NUMBERS |
|-----|------------|--|-------------------|--------------------------|
| 487 | 0985 A | 1 Seal Road, Basingstoke (Stowells) | Leasehold | HP646985 |
| 488 | 0986 A | Downsland Court, Worting Road, Basingstoke RG21 8TS | Leasehold | HP647052 |
| 489 | 0987 A/C | 30 Market Place, Chippenham, Wiltshire SN15 3HP | Freehold | WT223711 |
| 490 | 0987 B | Garage, 4 Badens Lane, Chippenham | Licence | U/R |
| 491 | 0988 A | 15 Impsfield Road, Sanderstead, Croydon | Leasehold | SG1656461 |
| 492 | 0990 | Garage 23 Ashley Down Road, Bristol, Avon, BS7 9JN | Freehold | BL20052 |
| 493 | 0993 A | Cemetery Lane, Burnley, Lancs BB11 5DG | Freehold | LA512398 LA559782 |
| 494 | 0995 A/B | Dartmouth House 67/69 Alma Road, Harpenden | Leasehold | HD440583 |
| 495 | 0996 A | Quadrant House, 67/68 The Quadrant, St Albans | Leasehold | HD525159 |
| 496 | 0997 A | Parchment House, 9 Victoria Road, Harpenden AL5 4LB | Leasehold | HD452428 |
| 497 | 0998 A/B | The Silo, Roundhouse Farm, Colney Heath, St Albans AL4 0PP | Leasehold | U/R |
| 498 | 0999 A | 22 Newtown Road, Carlisle LA2 7JH | Freehold | CU73002 |
| 499 | 0999 B | Unit 2 St Nicholas Business Park, St Nicholas Bridge, Carlisle | Leasehold | CU237022 |
| 500 | 1001 A/G | Durleton House, Camscross Road, Stroud, GL5 4ES | Freehold | GR241946 |
| 501 | 1001 B/C | Car Park, off The Hill, Camscross Road, Stroud | Leasehold/Licence | U/R |
| 502 | 1001 D/E/T | Store garage and yard to the south of The Hill and garage/mortuary at the rear of Camscross Road, Stroud | Freehold | GR179547 and GR309564 |
| 503 | 1001 | Garage and yard off The Hill Camscross Road, Stroud | Leasehold | U/R |
| 504 | 1002B | 35E Parsonage Street, Dursley, Gloucestershire | Leasehold | GR360647 |
| 505 | 1003 A/B | Ground Floor, Chipping Manor, The Chippings, Wootton-under-Edge, Gloucs GL12 7AD | Leasehold | GR354522 |
| 506 | 1004 A | 128B Burscough Street, Ormskirk, Lancs L39 2EY | Leasehold | LAN71150 |
| 507 | 1007 A | Unit 3, Glenmore Industrial Estate, Bumpers Farm, Chippenham | Leasehold | WT244188 |

| NO | BRANCH NO | ADDRESS | TENURE | TITLE NUMBERS |
|-----|-------------|---|-----------------------------|--|
| 508 | 1008 A | Unit 1 Area A, 171 Radley Road, Abingdon, Oxford, OX14 3RY | Leasehold | ON260520 |
| 509 | 1009 A/B/D | West Croft 144-146 Trinity Street, Huddersfield, West Yorkshire HD1 4DT | Freehold and long leasehold | YWE8387 YWF10628 WK22856 WYK80593 |
| 510 | 1010A | The Private Chapel, Lower Wood Street, Bargoed, Caerphilly CF81 8NW | Leasehold | CYM434589 |
| 511 | 1010C | 4 Hanbury Square, Bargoed, Caerphilly | Leasehold | CYM339392 |
| 512 | 1011 A | 441 Bramford Road, Ipswich, Suffolk IP1 5AU | Leasehold | SK274897 |
| 513 | 1012 A/B | 3 and 3a West Street, Prescott, Knowsley, Merseyside L34 1LF | Freehold | MS211644 MS492582 |
| 514 | 1013 A | 6-8 Cowley Lane, St Helens, Merseyside WA10 2AB | Freehold | LA276792 |
| 515 | 1014 A | The Old Fire Station, 10 Crosspit Lane, Rainford, Merseyside W611 8AH | Freehold | MS363018 |
| 516 | 1015A | Woodfield Park Funeral Home, Woodfield Park, Penmaen, Blackwood, Gwent NP12 0DE | Freehold | CYM344792 |
| 517 | 1016 A | 1 Mill Place, Shirey Row, Houghton-le-Spring, Tyne & Wear, DH4 4J1 | Leasehold | TY458740 |
| 518 | 1017 A | 104 Newbottle Street, Houghton-le-Spring, Tyne & Wear, DH4 4AJ | Leasehold | TY471394 |
| 519 | 1018 A/B/C | 25 Front Street, Hetton-le-Hole, Houghton-le-Spring, Tyne & Wear, DH4 4AJ | Leasehold | TY457856 |
| 520 | 1019 A/B | Blue House Lane, Washington, Tyne & Wear, NE37 2TA | Leasehold | TY457857 |
| 521 | 1020 A | 1 & 1a Castlereagh Street, Silksworth, Sunderland, SR3 1HJ | Leasehold | TY457855 |
| 522 | 1021 A/B | Wolstenholme Funeral Service, Willows Lane, Accrington, Lancashire, BB5 0RI | Freehold | LAN54766 |
| 523 | 1022 A/B | Newcombes Funeral Home, Bucklers Lane, Holmbush, St Austell, Cornwall, PL25 3JN | Leasehold | CL237939 CL237964 |
| 524 | 1023 A | 68a Locks Hill, Frome, Somerset BA11 0AS | Leasehold | WS41286 |
| 525 | 1024 A | 50/52 Bond Street, Trowbridge, Wiltshire BA14 0AS | Leasehold | U/R |
| 526 | 1025 & 1026 | 9 Croft Road, Crowborough, East Sussex, TN6 1DL | Leasehold | ESX276725 |
| 527 | 1027 A | The Old Brew House Repository, High Street, Mayfield, East Sussex | Leasehold | U/R |

| NO | BRANCH NO | ADDRESS | TENURE | TITLE NUMBERS |
|-----|--------------------|---|-----------|----------------------|
| 528 | 1028 A | 44 All Saints Way, West Bromwich, West Midlands, B71 1PZ | Freehold | WM556782 WM99890 |
| 529 | 1029 A/B | Nelson Court, Gladstone/Watton Road, Ware Hertfordshire SG12 0AG | Leasehold | HD474168 |
| 530 | 1030 A/B | 79 Burford Street, Hoddesdon, Hertfordshire, EN11 8HX | Leasehold | HD474266 |
| 531 | 1031 A | 83 Railway Street, Hertford, Herts, SG14 1RP | Leasehold | U/R |
| 532 | 1032 A | 485 Bitterne Road East, Southampton, SO18 5FQ | Leasehold | HP549095 |
| 533 | 1033 A | 374 Shirley Road, Shirley, Southampton, SO15 3HY | Leasehold | HP746222 |
| 534 | 1034 A/B/C/D/E | 157-167 Woodmill Lane, Southampton, SO18 2PG | Freehold | HP301055 HP131667 |
| 535 | 1035 A/B/C | 33a, 35 & 35a Bridge Road, Southampton SO19 7GP | Leasehold | HP664066 |
| 536 | 1036 A/B | 163 Hursley Road, Chandlers Ford Eastleigh SO53 1JH | Leasehold | HP549105 |
| 537 | 1037 A/B | 46 St Johns Road, Hedge End, Southampton, SO30 4AG | Leasehold | HP664076 |
| 538 | 1038A/B | 73 Leigh Road, Eastleigh, Hampshire SO50 9DF | Leasehold | HP664077 |
| 539 | 1045 A | Unit 11, Willow Road, Pen-y-fan Industrial estate, Crumlin, Newport, Gwent NP11 4FG | Leasehold | CYM395783 |
| 540 | 1047 A/B | 195/197 Timberlog Lane, Basildon, Essex, SS14 1PJ | Leasehold | EX300880 |
| 541 | 1048 A/B | 4 & 1b Woodland Way, Colwyn Bay, Clywd LL29 7DH, | Freehold | CYM400480 |
| 542 | 01049 A | Church Lane, Eaton, Norwich NR4 6NZ | Leasehold | NK381483 |
| 543 | 01050 A | Unit 22 Macdonald Business Park, Mayfields Avenue, Hemel Hempstead, Herts | Leasehold | HD493657 |
| 544 | 01051 A | 10 Benfleet Road Benfleet, SS7 1QB | Leasehold | EX836480 |
| 545 | 01052 A/B/C/D/E | 5A, 10, 11, 12 and land to the rear of 4A The Hill, and 1a, 1b & 1c Church Path Northfleet, Gravesend Kent DA11 9EU | Leasehold | K959352 |
| 546 | 01053 A | 11 Station Road, Longfield, Kent DA3 7QD | Leasehold | U/R |
| 547 | 01054 A | 118 The Brent, Dartford Kent DA2 6DE | Leasehold | TT9989 |
| 548 | 01056A | 29 Queen Street, Great Harwood, Blackburn Lancashire BB6 7SA | Leasehold | LAN95573 |



| NO | BRANCH NO. | ADDRESS | LEASURE | TITLE NUMBERS |
|-----|------------|---|-----------|---------------|
| 549 | 01057 A | 341 Whalley New Road, Blackburn Lancashire BB1 9SR | Leasehold | LAN94165 |
| 550 | 01058 A | 5 High Street Rishton, Blackburn Lancashire BB1 4JZ | Leasehold | LAN91478 |
| 551 | 01059 A | Unit 10 Yale Business Park, Bluestem Road, Ipswich IP3 9RR | Leasehold | SK338076 |
| 552 | 01060 A | 52 High Street, Stevenage, SG1 3ET | Leasehold | HD497240 |
| 553 | 01061 A | 4 Calcutta Road Tilbury Essex RM18 7QU | Leasehold | FX848536 |
| 554 | 1062 B | Laconia House, 6 Border Way/Jason Street, Liverpool L5 61M | Leasehold | MS573299 |
| 555 | 1063A | Lusitania House, 444 Cherry Lane, Liverpool L4 8TT | Leasehold | MS573284 |
| 556 | 1064 A | 2-4 Athol Street, Liverpool, L5 9TM | Leasehold | MS573295 |
| 557 | 1065 A | Unit 24, The Square, Westway Shopping Centre, Botley, Oxfordshire | Leasehold | ON290767 |
| 558 | 1066 A | Units 2 (ground floor), 3, 4, 5 & 6 King Edwards Court, King Edwards Square, Sutton Coldfield B73 6AP | Leasehold | WM964534 |
| 559 | 1066 B | Unit 2 (first floor), King Edwards Court, King Edwards Square, Sutton Coldfield B73 6AP | Leasehold | MM20727 |
| 560 | 1066C | Car parking spaces 2 & 3 King Edwards Court, King Edwards Square, Sutton Coldfield B73 6AP | Licence | U/R |
| 561 | 1067/A | 23 Drury Road, Colchester Essex CO2 7UY | Leasehold | EX849901 |
| 562 | 01068 A | WJ Winn, Trenwith Terrace, St Ives, Cornwall TR26 1QE | Leasehold | CL273274 |
| 563 | 01069 A | 69 Fore Street Hayle Cornwall TR27 4DX | Leasehold | CL273014 |
| 564 | 01070 A | CJ Bryant, North Road Goldsithney Penzance Cornwall | Leasehold | U/R |
| 565 | 01071 A | Marazion Funeral Services, Chapel of Rest, Blejyowek Yard, Back Lane, Marazion Cornwall TR17 0HE | Leasehold | U/R |
| 566 | 01072 A/B | 158 Melton Road, Leicester, LE4 5EE | Leasehold | U/R |
| 567 | 01073 A/b | 188 and 188a Hornchurch Road, Hornchurch, Havering, RM11 1QL | Leasehold | EGL571020 |
| 568 | 01074 A | 76 Church Road, Ashford, Kent | Leasehold | SY788376 |
| 569 | 01075 A | 32 Merton Way, Ponteland, Northumberland, NE20 9PS | Leasehold | ND165870 |
| 570 | 1076 | 175 Oldchurch Road Romford RM7 0BD | Leasehold | BGL79277 |

| NO | BRANCH NO | ADDRESS | LEASURE | TITLE NUMBERS |
|-----|-----------|--|-----------|---------------|
| 571 | 1077 A | Funeral Home and Chapel of Rest, Newbury, Gillingham, Dorset SP8 4QL | Leasehold | DT397110 |
| 572 | 1077 B | Coffin store, workshop and parking, Newbury Gillingham, Dorset SP8 4AN | Leasehold | U/R |
| 573 | 1079 A | 17 Claremont Crescent Whitley Lodge Shopping Centre Whitley Bay NE26 3HL | Leasehold | TY492046 |
| 574 | 1080 A | 16 Market Place, Long Eaton, Nottingham NG10 1L1 | Leasehold | DY452297 |
| 575 | 1085A | 13 Bedwywlyn Road, Ystrad Mynach, Hengoed, CF82 7AA | Leasehold | CYM50813 |
| 576 | 1086 A | 5 The Bank Countesthorpe Leicester LE8 5RL | Leasehold | LT432396 |
| 577 | 1087 A | 10 Gilda Parade, Whitchurch, Bristol BS14 9HY | Leasehold | BL123630 |
| 578 | 1088 A | 25 Blaby Road South Wigston Leics | Leasehold | L1433173 |
| 579 | 1089A | 1261-1263 Pershore Road, Stirchley Birmingham B30 2YT | Leasehold | WM977917 |
| 580 | 1090 A | 21-23 North Road, Clacton on Sea, Essex CO15 4DA | Leasehold | FX857946 |
| 581 | 1091 A | 29 Stoneycroft, Hemel Hempstead HP1 2QF | Leasehold | HD504601 |
| 582 | 1092 A | Shop 2 Ambassador House, Farnham Road, Slough | Leasehold | U/R |
| 583 | 1093 A | 494 Bradford Road, Batley, West Yorkshire WF17 5JY | Leasehold | WYK929294 |
| 584 | 1095 A | Unit 15, 23 St Andrews Shopping Centre, Droitwich | Leasehold | WR133934 |
| 585 | 1096 A | 10 Fairway, Waltham, Grimsby DN37 0LU | Leasehold | HS360757 |
| 586 | 1098 A | 63 Highfield Road, Blackpool, Lancashire, FY4 2JE | Leasehold | LAN116860 |
| 587 | 1099 A/B | 23 Lower Gungate, Larnworth Staffordshire B79 7AT | Leasehold | SF571260 |
| 588 | 1102 A | 3 Church Walk Shopping Centre, Walker, Newcastle upon Tyne NE6 3DW | Leasehold | TY495839 |
| 589 | 1103 A | 44 Market Street, Kidsgrove Stoke on Trent | Leasehold | SF573784 |
| 590 | 1104 A | Unit 1B, Bentley Business Park Dinnington South Yorkshire | Leasehold | SYK587280 |
| 591 | 1105 A | 79 Preston Street Faversham Kent, ME13 8NU | Leasehold | K981255 |
| 592 | 1106 A | 397 Harrogate Road, Chapel Allerton, Leeds, LS17 6DJ | Leasehold | WYK936440 |

| NO | BRANCH NO | ADDRESS | TENURE | TITLE NUMBERS |
|-----|-----------|--|-----------|---------------|
| 593 | 1107 A/B | 16 Dalestorth Road, Sutton in Ashfield, Nottinghamshire NG17 3AA | Leasehold | N1474270 |
| 594 | 1108 A | 27 Portland Street, Kirkby in Ashfield, Nottinghamshire NG17 7AB | Leasehold | NT474268 |
| 595 | 1109 A | 365 Nottingham Road, Mansfield, Nottinghamshire NG18 4SG | Leasehold | N1474246 |
| 596 | 1110 A | Unit 4, 12 Ross Way, Shorncliffe Industrial Estate, Folkestone | Leasehold | K981486 |
| 597 | 1113 A | 857 Honeyput Lane, Stanmore, Middlesex, HA7 1AR | Leasehold | AGL236918 |
| 598 | 1115 A | 16 Cherriton High Street, Folkestone Kent CT11 9 4ER | Leasehold | K982580 |
| 599 | 1116 A | 21 Station Road, Bolsover, Chesterfield, Derbyshire S44 6BE | Leasehold | U/R |
| 600 | 1117 A | 37 Church Street, Caldewgate, Carlisle, Cumbria CA2 5TL | Leasehold | CU261926 |
| 601 | 1119 A | 43 St Leonards Road, Windsor SL4 3BP | Leasehold | BK446270 |
| 602 | 1120 A/B | Unit 5 and Flat 28, St Olaves Precinct, Bury St Edmunds | Leasehold | SK333470 |
| 603 | 1121 A | Shop, Station Business Park, Horning Road West, Hoveton, Norfolk | Leasehold | NK414526 |
| 604 | 1122 A/B | 13 Earls Street, Thetford, Norfolk IP24 2AB | Leasehold | NK414198 |
| 605 | 1123 A | 2 Chapel Street, Oadby, Leicester, LE2 5AD | Leasehold | LT439861 |
| 606 | 1126 A | 286 Handsworth Road, Sheffield S13 9BX | Leasehold | SYK593428 |
| 607 | 1127 A | 8 Limehurst Square, Duston, Northampton NN5 6LP | Leasehold | NN308182 |
| 608 | 1128 A | 15 North Street Leatherhead, Surrey, KT22 7AZ | Leasehold | SY798565 |
| 609 | 1129 A | 84 High Street, Lincoln, LN5 7QW | Leasehold | LL330968 |
| 610 | 1130 A | Unit 3 Lurohouse, Bulwark Road, Chepstow, Gwent | Leasehold | CYM546337 |
| 611 | 1132 A | 10 West Street, Portchester, Fareham PO16 9UZ | Leasehold | HP744392 |
| 612 | 1135 A | 7 Station Parade, Balham High Road, London SW12 9AZ | Leasehold | GL359493 |
| 613 | 1136 A | 10 Magdelene Lane, Taunton, Somerset, TA1 1SE | Leasehold | ST296942 |
| 614 | 1137 A | 1 High Street, Ixworth, Bury St Edmunds IP31 2HH | Leasehold | SK337870 |
| 615 | 1138 A | 97 Swan Street, Sileby, Loughborough, Leicestershire, LE12 7NN | Leasehold | LT443215 |

| NO | BRANCH NO | ADDRESS | TENURE | TITLE NUMBERS |
|-----|------------|--|-----------|----------------------|
| | | | | LT443806 |
| 616 | 1139 A | 5 Danvers Road Mountsorrel, Loughborough, Leicestershire, LE12 7JG | Leasehold | L1443213 |
| 617 | 1140 A | 30 Forchill Ely, Cambridgeshire, CB7 4AF | Leasehold | CB373402 |
| 618 | 1141 A | 146 Wellingborough Road, Rushden, Northants NN10 9ST | Leasehold | NN309747 |
| 619 | 1142 A | 185 Horninglow Street, Burton-on-Trent, Staffs DE14 1NG | Leasehold | ST579634 |
| 620 | 1143 A | 7/9 James Street, Macclesfield, Cheshire, SK11 8BP | Freehold | CH611059 CH609142 |
| 621 | 1144 A | Garages 92 James Street, Macclesfield, Cheshire, SK11 8BP | Freehold | CH611058 |
| 622 | 1145 A/B | 145 High Street, Ryde, Isle of Wight PO33 2RE | Leasehold | IW75852 |
| 623 | 1146 A | Castle Hill Lodge, 13 Castle Moat Road Huntingdon, Cambs PE29 3PG | Leasehold | CB369861 |
| 624 | 1146B | 1 Roman Way, Godmanchester, Surrey PE29 2LN | Leasehold | U/R |
| 625 | 1147 A | The Paddock, 44 Blenheim Road, Ramsey, Huntingdon, Cambridgeshire PE26 1AL | Leasehold | CB327283 |
| 626 | 1148 A | Unit 4, Cantay House, Ardler Road, Caversham, Reading RG4 5AL | Leasehold | BK450149 |
| 627 | 1149 A | 50/51 The Market, Wrythe Lane, Rose Hill Carshalton, SM1 3HF | Leasehold | SGL730588 |
| 628 | 1150 A | 37-39 Blackbull Road, Folkestone, Kent CT19 5QP | Leasehold | FT4016 |
| 629 | 1153 A | 12 Albert Street, Ventnor Isle of Wight, PO38 1EZ | Leasehold | IW77445 |
| 630 | 1154 A | 160 High Street, Banstead, Surrey, SM7 2NZ | Leasehold | SY804129 |
| 631 | 1155 A | 55-57 Rusper Road, Horsham, West Sussex, RH12 4BJ | Leasehold | WSX351129 |
| 632 | 1157 A | 13 Carlton Road, Lowestoft, Suffolk NR33 0RU | Leasehold | SK343108 |
| 633 | 1158 A/B | 43 Norwich Road, East Dereham, Norfolk NR20 2AS | Leasehold | NK423602 |
| 634 | 1159 A | 19 High Street, Upton upon Severn, Worcestershire, WR8 0HJ | Leasehold | WR142858 |
| 635 | 1159 A | 19A High Street, Upton upon Severn, Worcestershire, WR8 0HJ | Leasehold | WR150679 |
| 636 | 1160 A/B/C | 1 High Street, Tewksbury, Gloucestershire | Leasehold | GR335430 |
| 637 | 1161 A | Mortuary, London Lane, Upton upon Severn, Worcestershire | Freehold | WR32024 |

| NO | BRANCH NO | ADDRESS | TENURE | TITLE NUMBERS |
|-----|-----------|--|------------------------|---------------|
| 638 | 1162 A | Unit 9, Halton Shopping Centre, 245 Selby Road, Leeds, LS15 7JR | Leasehold | YY9215 |
| 639 | 1163 A | Pharmacy House, 69 London Road, Headington, Oxford OX3 9AA | Leasehold | ON231392 |
| 640 | 1164 A | Ground Floor 10 The Parade, Oxford Road, Kidlington, Oxford OX5 1EE | Leasehold | ON304324 |
| 641 | 1165 A | Ground Floor, 142 Oxford Road, Cowley, Oxford OX4 2DZ | Leasehold | ON282064 |
| 642 | 1166 A/B | 4 Elms Parade, Botley, Oxford OX2 9LG | Leasehold | U/R |
| 643 | 1168 A | 7 Saxon Court, Finedon Road Industrial Estate, Wellingborough, NN8 4RQ | Leasehold | NN312502 |
| 644 | 1169 A | 915 Brighton Road, Purley, Surrey, CR8 2BP | Leasehold | SGL733466 |
| 645 | 1170 A | Unit 3, St John's House, Clyde Street, Bingley, BD16 4LD | Leasehold | U/R |
| 646 | 1171 A | 1 Glayton Court, Falsgrave Road, Scarborough, YO12 5AW | Leasehold | NYK400010 |
| 647 | 1172 A | 12 Hagley Road, Halesowen, West Midlands, B63 4RG | Leasehold | MM10409 |
| 648 | 1173 A | 104 Fratton Road, Portsmouth, PO1 5B/ | Leasehold | PM26278 |
| 649 | 1174 A | 187/188 Lewes Road Brighton, BN2 3LD | Leasehold | U/R |
| 650 | 1175 A | 72A High Street, Christchurch, Kent BL7 4AQ | Leasehold | SGL734982 |
| 651 | 1176 A | Highland Place, 66 High Street, Wellington, Somerset, TA21 8RG | Freehold | ST124060 |
| 652 | 1177 A/B | 95 Galmington Road, Taunton, Somerset TA1 5NP | Leasehold | SI293111 |
| 653 | 1178 A | 141 Vicarage Road, Sunbury on Thames, Middlesex TW16 7QB | Leasehold | SY808275 |
| 654 | 1179 A | 505 Stafford Road, Wolverhampton, WV10 6QE | Leasehold | MM15976 |
| 655 | 1180 A | Unit 22, Stokesley Road, Marton in Cleveland, Middlesbrough TS7 8DX | Leasehold | CE215465 |
| 656 | 1181 A | 4 Tower Road, Ely, Cambridge, CB7 4HW | Leasehold | CB376385 |
| 657 | 1181B | 10 Tower Road, Ely, Cambridge, CB7 4HW | Licence/Heads of terms | U/R |
| 658 | 1182 A | 8a & 8b Sea Street, Herne Bay, Kent, CT6 8SP | Leasehold | TT1678 |
| 659 | 1183 A | 1 & 3 Old Mill Road, Torquay, Devon, TQ2 6AU | Leasehold | DN634115 |



| NO | BRANCH NO. | ADDRESS | TENURE | TITLE NUMBERS |
|-----|------------|--|------------------------------|---------------------------------------|
| 660 | 1184 A/B | 2a Beechroyd Terrace, Bingley, West Yorkshire, BD16 1EJ | Leasehold | YY18439 |
| 661 | 1185 | St Blazey Chapel, Station Road, Par, Cornwall, PL24 2NF | Leasehold | CL299569 |
| 662 | 1186 | The Lodge, Waltonways Cemetery, Carleton Road, Skipton, BD23 3BT | Leasehold | NYK409783 |
| 663 | 1191 | Hanover House, Market Place, Easingwold, York, North Yorkshire YO61 3AB | Leasehold | NYK410337 |
| 664 | 1192 | 17-19 St Michael Street, West Bromwich Ringway, West Bromwich B70 7AB | Freehold | WM522121 |
| 665 | 1193 | 47,49 & 51 Seymour Road, Gloucester, Gloucestershire GL1 5PS | Freehold | GR28792 & GR148237 |
| 666 | 1194 | 11 and 13 Victoria Road, Bicester, Oxfordshire OX26 6QD | Freehold | ON130845 |
| 667 | 1195 | 279 Kensington High Street, London, W8 6NA | Leasehold | IBC |
| 668 | 1197 | Dial House, Pasture Road, Wirral, Merseyside CH46 7TG | Freehold | MS606218 |
| 669 | 1200 A/B | The Chilterns, 3A Field Rd, Thorne, Doncaster, South Yorkshire DN8 4AG | Freehold | SYK350353 |
| 670 | 1200 C | Unit D2, Thorne Enterprise Park, Doncaster | Leasehold | IBC |
| 671 | 1201 A/B | 5-7 Brampton Rd, Wath Upon Dearne, Rotherham, South Yorkshire S63 6AN | Freehold and short leasehold | SYK28224 and SYK28795 U/R (Leasehold) |
| 672 | 1202 A/B | The Funeral Home, Doncaster Road, Mexborough, South Yorkshire S64 0JD | Freehold | SYK39610 and SYK404957 |
| 673 | 1203 A/B | Nethergate, Westwoodside, Lincolnshire DN9 2DR | Freehold | HS283714 |
| 674 | 1204 A/B | 54, Barnsley Rd, Wombwell, Barnsley, South Yorkshire S73 8DJ | Freehold | SYK419264 SYK419269 |
| 675 | 1205 A/B | 73/75 Grove St, Retford, Nottinghamshire DN22 6LA | Freehold | N1283829 N1378278 |
| 676 | 1206 A/B | 43 West Street, Winterton, Scunthorpe, North Lincolnshire, DN15 9OG | Freehold | HS287163 HS347743 |
| 677 | 1207 A | St John's Chapel of Rest, Bramston Street, Brighouse, West Yorkshire HD6 3AA | Freehold | WYK231855 |
| 678 | 1208 A | Parkfield Chapel of Rest, South Lane, Elland, West Yorkshire HX5 0HQ | Freehold | WYK607431 WYK365417 |
| 679 | 1209 A/B | 1 Main Street, Greasbrough, Rotherham, Yorkshire S61 4PX | Freehold | SYK92114 |
| 680 | 1210 A/B | 36 Hoyland Road, Hoyland Common, Barnsley, Yorkshire S74 0PB | Freehold | SYK28739 |

| NO | BRANCH NO. | ADDRESS | LENURE | TITLE NUMBERS |
|-----|----------------|--|----------------|---|
| 681 | 1211 A/B | Brookfield House, Station Road, Clowne, Chesterfield, Derbyshire S43 4RW | Freehold | DY239446 |
| 682 | 1212 A | 2 Thanet Street, Clay Cross, Chesterfield, Derbyshire S45 9JR | Freehold | DY250319 |
| 683 | 1213 A/B | 33 Hazelhurst Lane, Stonegraves Chesterfield S41 7LX | Freehold | DY134126 |
| 684 | 1214 A/B | 15 Ringwood, Brimington, Chesterfield S43 1DF | Freehold | DY126354 |
| 685 | 1215 A | 70 Redhill Drive, Castleford, West Yorkshire WF10 3LA | Freehold | WYK312840 |
| 686 | 1216 A/B | 20 Smawthorne Lane, Castleford, West Yorkshire WF10 4EN | Freehold | WYK791117 |
| 687 | 1217 A | 77 Queen St, Normanton, West Yorkshire WF6 1AJ | Freehold | WYK723899 |
| 688 | 1218 A/B | 36 Green Lane, Featherstone, Pontefract, West Yorkshire WF7 6LE | Freehold | WYK722453 |
| 689 | 1219 A/B | 48 High Street, Upton, Pontefract, West Yorkshire WF9 1HQ | Freehold | WYK399330 |
| 690 | 1220 A/B/C | 1-5 Prospect Rd, and 60 Trafalgar Street, Scarborough, North Yorkshire YO12 7JP | Freehold | NYK339308, NYK171548 NYK125015 |
| 691 | 1221 A | 13 Bridlington Street, Hunmanby, North Yorkshire YO14 0JR | Freehold | NYK258965 |
| 692 | 1220 A/B/C/D/E | 5-7 Belle Vue St, Filey, North Yorkshire YO14 9HU | Freehold | NYK339307 |
| 693 | 1223 A/B | 51 St John St, and land associated with 43 St John St Bridlington, North Humberside YO16 7NN | Freehold | HS115595 HS50498 and unregistered |
| 694 | 12243 A/B/C | 25 West Street, Bridlington, North Humberside YO15 3DX | Freehold | HS129840 |
| 695 | 1225 A/B | 29 Minster Moorgate, Beverley, North Humberside HU17 8HP | Long Leasehold | YCA55330 |
| 696 | 1226 A/B | 1A Wentworth Street and Nicholson's Yard (3 Princess Road), Malton, North Yorkshire YO17 7JP | Leasehold | NYK414543 |
| 697 | 1227 A/B | Albert Cottage, Outgang Rd, Pickering, North Yorkshire YO18 7EL | Freehold | NYK120573 |
| 698 | 1228 A/B | Glenrae, Roxby Rd, Thornton Dale, Pickering, North Yorkshire YO18 7SX | Freehold | NYK142913 |
| 699 | 1229 A | Easterfield House, 1 New Rd, Driffield, North Humberside YO25 5DL | Freehold | HS225428 |
| 700 | 1230 A/B | Millstone Cottage, 2 Church Rd, York, North Yorkshire YO41 1AA | Freehold | HS54467 |
| 701 | 1231 A/B | South Side, New Road Garage, Kirkbymoorside, York, North Yorkshire | Freehold | NYK158235 |

| NO | BRANCH NO | ADDRESS | TENURE | TITLE NUMBERS |
|-----|--------------|--|-----------------------------|-----------------------------------|
| | | YO62 6DZ | | |
| 702 | 1232 A | Sheepfoot Hill, Norton Malton, North Yorkshire YO17 9AN | Short leasehold | U/R |
| 703 | 1233 A | 9-11 Buccleuch St, Barrow-In-Furness, Cumbria LA14 1SS | Freehold | CU126132 CU235101 |
| 704 | 1234 A/B | 154B, Station Rd, Bamber Bridge, Preston, Lancashire PR5 6LP | Freehold | LA931918 |
| 705 | 1235 A | 94 Ripon Street, Preston, Lancashire PR1 7UJ | Freehold | LA922470, LA145795 LA151415 |
| 706 | 1236 A/B | 180 - 182 Eaves Lane, Chorley, Lancashire PR6 0AU | Freehold and Long Leasehold | LA541920 LA880022 |
| 707 | 1237 A | 121 Long Street, Middleton Manchester M24 6DL and 1 Rochdale Road, Middleton, M24 6DW | Freehold | MAN113047 GM484000 |
| 708 | 1238 A/B | 347 Hollinwood Avenue, New Moston, Manchester M40 0JX | Freehold | GM719431 |
| 709 | 1239 A | 313 Washbrook, Chadderton, Lancashire OL9 8JL | Long Leasehold | GM1541 |
| 710 | 1240 A/B | 84-86, High St Runcorn, Cheshire WA7 1JH | Freehold | CH384092 CH569410 |
| 711 | | 49 High Street, Kingswood, Bristol, BS15 4AA | Freehold | TBC |
| 712 | | Rooms, Ground Floor Mortuary, Malton Community Hospital, Malton, North Yorkshire YO17 0NG | Leasehold | U/R |
| 713 | | 191 Coalway Road, Penn, Wolverhampton, West Midlands | Leasehold | TBC |
| 714 | | Unit H1 Bath Road Trading Estate, Stroud, Gloucs | Freehold | U/R |
| 715 | | North End Creech St Michael, Taunton Deane, Somerset, TA3 5LD | Freehold | S1124482 |
| 716 | | Ground Floor, 45 Station Road, Taunton, Somerset TA1 1NZ | Freehold | U/R |
| 717 | | Apostle House, 175 London Road, Cheltenham, Gloucestershire, GL52 6HN | Freehold | GR180394 |
| 718 | 07327 | Blocks A & B, Elton Park, Hadleigh Road, Ipswich, Suffolk, (Reversionary interest only) | Freehold | SK51984 |
| 719 | 07557 B | House, 43 Witham Road, London SE20 7YB | Freehold | SGL63138 |
| 720 | | 441,443 & 447 Gidlow Lane, Wigan, Greater Manchester (Intermediate reversionary interest only) | Long leasehold | GM520340 |
| 721 | 7515 A/B/C/D | 238 & 238a Grange Road, Plaistow, London E13 0HB | Freehold | EGL66319 |

| NO | BRANCH NO | ADDRESS | TENURE | TITLE NUMBERS |
|-----|--------------|--|----------------|---|
| 722 | 7507 A/E | Enfield Crematorium, 1272 Great Cambridge Road, London EN1 4DS | Long Leasehold | AGL260569 |
| 723 | 7507 B/D | Tottenham Cemetery, White Hart Lane, London N17 | Long Leasehold | AGL260570 |
| 724 | 7507 C | Wood Green Cemetery, Wolves Lane, London N22 | Long Leasehold | AGL260571 |
| 725 | 7510 A/B/C | South London, Cemetery, Streton Park, Rowan Road, London, SW16 5JF, Meopham Road Mitcham and R/O 16 & 17 Hoyle Gardens Mitcham CR4 1FT | Freehold | SY45074 SY61938, SY61940 SGL23074 SY61941 SY61942 SY61937 SGL685990 SGL685991 |
| 726 | 7512 A | Brentwood Crematorium Ongar Road, Pilgrims Hatch, Brentwood, Essex, CM15 9RX | Freehold | EX636494 |
| 727 | 7515 A/B/C/D | East London Cemetery, Grange Road, Plaistow, London E13 0HB and 230A Grange Road | Freehold | EGL548849 TGL401320 |
| 728 | 7517 | Fenland Crematorium Knights End Road March, Cambridgeshire PE15 0YJ | Freehold | CB346829 |
| 729 | 7518 A | Three Counties Crematorium High Garrett, Halstead Road, Braintree Essex, CM7 5PB | Leasehold | EX874397 |
| 730 | 7520 A/B/C | Surrey & Sussex Crematorium Balcombe Road, Crawley, West Sussex, RH10 3NQ | Freehold | WSX74577 |
| 731 | 7522 A/B | Wear Valley Crematorium, Coundon Bishop Auckland, County Durham, DL14 8JZ | Leasehold | DU331310 |
| 732 | 7525 A | Sherwood Forest Crematorium, Newark Road, New Ollerton, Nottinghamshire, NG22 9PZ | Leasehold | NI488679 |
| 733 | 7527 A | East Lancashire Crematorium, Cemetery Road, Radcliffe, Bury, Greater Manchester | Leasehold | MAN204875 |
| 734 | 7528 A | Charnock Richard Crematorium, Preston Road, Charnock Brow, Chorley, Lancs PR7 5JP | Leasehold | IBC |
| 735 | 7530 A/B/C | Exeter and Devon Crematorium Topsham Road, Exeter, Devon, EX2 6EU and Bungalow | Long Leasehold | DN230742, DN587535 DN474726 |
| 736 | 7535 A | Glyn Valley Crematorium, Turfdown Road, Bodmin, Cornwall PL30 4AN | Long Leasehold | CL85343 |
| 737 | 7538 A/D | Weston-Super-Mare Crematorium, Ebdon Road, Weston-Super-Mare and Highfield House | Leasehold | ST294824 |
| 738 | 7539 A | Mendip Crematorium, Old Wells Road, Croscombe, Shepton Mallett, Wells Somerset BA5 3RR | Leasehold | WS64101 |
| 739 | 7540 A/C/D/E | Oxford Crematorium Bayswater Road, Headington, Oxford, Oxon, OX3 9RZ | Freehold | ON97318 |

| NO | BRANCH NO | ADDRESS | FENURE | TITLE NUMBERS |
|----------|-----------------|--|----------------|-------------------------------|
| 740 | 7545 A | Counties Crematorium, Towcester Road, Milton Malsor, Northants, NN4 9RN | Freehold | NN101300 |
| 741 | 7550 A/B | Chichester Crematorium Westhampnett Road, Chichester, West Sussex, PO19 4UH | Long Leasehold | SX147792 |
| 742 | 7555 A/B | Grantham Crematorium, Harrowby Road, Grantham, Lincolnshire, NG31 9D1 | Long Leasehold | LL220652 |
| 743 | 7557 A/C | Beckenham Crematorium Cemetery Elmers End Road, Beckenham, Kent, BR3 4SZ | Freehold | K853617 |
| 744 | 7558 A | Basingstoke Crematorium, Stockbridge Road, North Waltham, Basingstoke, Hants, RG25 2BA | Long Leasehold | HP568768 |
| 745 | 7560 A/B/C/D/LT | Randalls Road Crematorium, Randalls Road, Leatherhead, Surrey, KT22 0AG | Freehold | SY561586 SY525725 |
| 746 | 7564 A | Telford Crematorium, Woodhouse Lane, Watling Road, Telford, Shropshire TF2 9NJ | Long Leasehold | SL91512 |
| 747 | 7570 A | Birmingham Crematorium 389 Walsall Road, Perry Barr, Birmingham, B42 2LP | Freehold | WK206618 |
| 748 | 7572 A/B | Loughborough Crematorium, Leicester Road, Loughborough, Nottinghamshire, LE11 2AF | Long Leasehold | LT261450 |
| 749 | 7573 A | Wyre Forest Crematorium, Minster Road, Stourport on Severn, Worcs DY13 8DE | Leasehold | WR144933 |
| 750 | 7574 A | Nuneaton Crematorium, Off Eastboro Way, Nuneaton, West Midlands | Long leasehold | WK359373 |
| 751 | 7575 A | Lancaster and Morecombe Crematorium Powderhouse Lane, Lancaster, Lancs, LA1 2TT | Freehold | LA724195 |
| 752 | 7576 A | Haltemprice, Main Street, Willerby, Hull HU10 6NS | Freehold | HS273051 |
| 753 | 7577 A/B | East Riding, Langtoft YO25 3BL | Freehold | HS265215 |
| 754 | 7585 A/B | Norwich Crematorium 75 Manor Road, Horsham St Faith, Norwich, NR10 3LF | Freehold | NK204768 NK471 NK288446 |
| 755 | 7587 A | Earlham Crematorium Earlham Road, Norwich | Long Leasehold | NK205306 |
| 756 | 7590 A | Hawkinge Crematorium Aerodrome Road, Folkestone, Kent CT18 7AG | Long Leasehold | K792106 K831032 |
| 757 | 7595 A/B/C | Downs Crematorium, Hartington Road, Brighton, BN2 3PL | Freehold | ESX266094 |
| Scotland | | | | |
| 1 | 0001 A/B | 1 Civic Square, Tranent | Leasehold | |



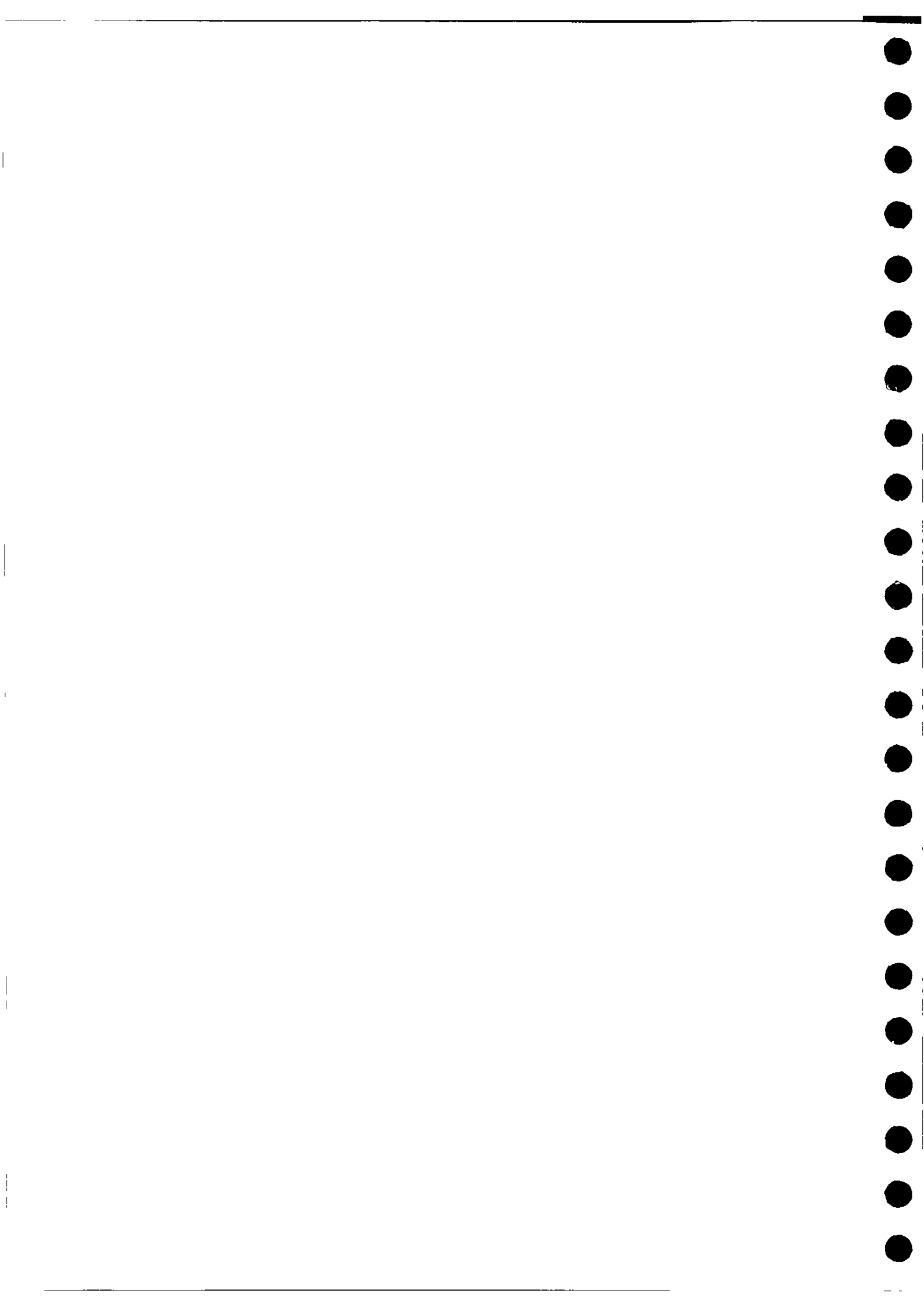
| NO | BRANCH NO. | ADDRESS | TENURE | TITLE NUMBERS |
|----|------------|---|-----------|---------------|
| 2 | 0004 A | 30 Rosebank Place, Aberdeen, AB11 2YN | Freehold | |
| 3 | 0005 A | 133 King Street, Aberdeen, AB24 5AE | Freehold | |
| 4 | 0007 A | 20 Atholl Street, Perth, PH1 5NP | Freehold | |
| 5 | 0007 B | 44 Barossa Street, Perth | Leasehold | |
| 6 | 0008 A/B | Newlands House, Bridgend, Perth, PH2 7HB | Freehold | |
| 7 | 0012 A | 30 Ladysmill, Grangemouth Road, Falkirk, FK2 9AU | Freehold | |
| 8 | 0015 A | 79 Prestwick Road, Ayr KA8 8LH | Leasehold | |
| 9 | 0017 A | 82 Stoncfield Road, Blantyre, Glasgow, G72 9SA | Freehold | LAN44590 |
| 10 | 0391 A/B/C | 94-104 Annan Road, Dumfries, DG1 3EQ | Freehold | |
| 11 | 0477 A | 42 Upperkirkgate, Aberdeen AB10 1BA | Leasehold | |
| 12 | 0490 A | 745 Clarkston Road, Muirend, Glasgow, G44 3XA | Freehold | RFN58852 |
| 13 | 0494 A | 3 Meadow Place Road, Corstophine, Edinburgh EH12 7TZ | Leasehold | MID142553 |
| 14 | 0506 A | 6 Union Street, Kilmarnock, Strathclyde, KA3 1AW | Freehold | |
| 15 | 0506 B | Garage 6 Morton Place, Kilmarnock, Strathclyde, KA1 2AY | Freehold | |
| 16 | 0506 C | Church Halls, Union Street, Kilmarnock | Freehold | AYR 33275 |
| 17 | 0506 D | 44 Soulis Street, Kilmarnock, KA3 1AP | Leasehold | |
| 18 | 0511 A | 283-285 Great Northern Road, Woodside, Aberdeen, AB24 2AE | Freehold | |
| 19 | 0531 A | 7 Gallowgate Lane, Largs KA30 8BE | Leasehold | |
| 20 | 0532 A/B | 2 Winton Street, Saltcoats, KA21 5BN | Freehold | |
| 21 | 0533 A/B/C | 105 Glaisnock Street, Cumnock, Ayrshire, KA18 1IS | Freehold | |
| 22 | 0534 A | 115 Templehill, Troon KA10 6BQ | Freehold | |
| 23 | 0538 A | 24/26 Victoria Street, Dundee DD1 4LN | Leasehold | |

| NO | BRANCH NO | ADDRESS | TENURE | TITLE NUMBERS |
|----|------------|--|----------------|---------------|
| 24 | 0541 A | 29a Hopetoun Road, South Queensferry, Edinburgh EH30 9RH | Leasehold | |
| 25 | 0542 A | 31 East Princes Street, Helensburgh G84 7DE | Leasehold | DMB86733 |
| 26 | 0546 A | 1/3 North Road, Bellshill, ML4 1QU | Freehold | LAN101703 |
| 27 | 0547 A | 15 Hamilton Street, Carluke, ML8 4HA | Leasehold | |
| 28 | 0548 A/B | 259 Glasgow Road, Blantyre, G72 0YS | Freehold | LAN101234 |
| 29 | 0776 A | 49 Main Street, Davidson Mains, Edinburgh EH4 5BZ | Leasehold | |
| 30 | 0857 | 10/12 London Street, Larkhall | Leasehold | LAN130853 |
| 31 | 0858 | 1 Bakkers Brae, Lesmahagow, Lanark ML11 0EP | Leasehold | LAN129845 |
| 32 | 0859 A/B | 10 Woodstock Road, Lanark ML11 7DH | Leasehold | LAN129872 |
| 33 | 0865 A | 18 Waverley Place, Waverley Lane, Aberdeen AB10 1XH | Leasehold | |
| 34 | 0866 A | 2 High Street, Banchory, Kincardineshire, AB31 5RP | Freehold | |
| 35 | 0868 A | 5 Arbutnott Place, Stonehaven, Kincardineshire, AB39 2JA | Freehold | KNC544 |
| 36 | 0877 A | 2071 Paisley Road West, Glasgow G52 3JH | Leasehold | GLA135766 |
| 37 | 0885 A | 110 Maryhill Road (9 Clarendon Street), Glasgow G20 7QS | Leasehold | |
| 38 | 0886 C | 676-676A Edinburgh Road, Glasgow G33 3PU | Leasehold | |
| 39 | 0888 A | 584 Maryhill Road, Glasgow G20 7ED | Leasehold | |
| 40 | 0907 A | 154 Cumbernauld Road, Stepps, Glasgow G33 6HA | Leasehold | GLA135766 |
| 41 | 0932 A | 24/26 Swanfield, Leith, Edinburgh EH6 5RX | Leasehold | |
| 42 | 0961A | Carrs Croft, 36 Priory Place, Perth | Freehold | PT114401 |
| 43 | 0961B | 2 Car Parking Spaces, Carrs Croft, Perth | Leasehold | |
| 44 | 0962 A/B/C | 102/104 Cumbernauld Place, Muirhead, Glasgow | Freehold | GLA86598 |
| 45 | 0975 A | 244 Annesland Road, Annesland, Glasgow G13 1XA | Long Leasehold | UGLA7972 |

| NO | BRANCH NO | ADDRESS | TENURE | TITLE NUMBERS |
|----|-----------|--|-----------|---------------|
| 46 | 0976 | 56 Drymen Road, Bearsden, Glasgow, G61 2RH | Leasehold | |
| 47 | 0977 A | 7 Kilbowie Road, Hardgate, Clydebank G81 6QS | Freehold | DMB 14580 |
| 48 | 0979 A | 280 Kinfauns Drive, Drumchapel, Glasgow G14 9DB | Freehold | GLA 148259 |
| 49 | 0980 A | 9 Kenmure Avenue, Bishopbriggs, Glasgow G64 2RG | Leasehold | U/R |
| 50 | 0981 A/B | Sulis House, 69 Minerva Street, Glasgow G3 8LE | Leasehold | U/R |
| 51 | 0991 A | 17 Church Hill Place, Edinburgh, EH10 4BE | Leasehold | |
| 52 | 0994 A/b | 64 & 68 Carron Road, Bainsford, Falkirk, FK2 7RR | Freehold | STG50441 |
| 53 | 1046 A/B8 | 131 West Blackhall Street, Greenock, Renfrewshire PA15 1YD | Freehold | RLN103894 |
| 54 | 1055 A | Chapel of Rest, Watchhill, Annan | Freehold | DMF21399 |
| 55 | 1081 A | 62 High Street, Crieff | Leasehold | |
| 56 | 1082 A | 51 Macalpine Road, Dundee, DD3 8RE | Leasehold | |
| 57 | 1083 A | 10 Commercial Road, Hawick, Roxburghshire, TD9 7AQ | Leasehold | |
| 58 | 1084 A | Strathleven Place Funeral home, 90 Church Street, Dumbarton, G82 1QA | Freehold | DMB5130 |
| 59 | 1097A/B | Fishcoates, 9 Fishcoates Avenue, Rutherglen, Glasgow G73 5AX | Freehold | LAN209018 |
| 60 | 1111 A | 4 Newlands Lane, Buckie, Banffshire AB56 1PB | Freehold | BNF7890 |
| 61 | 1112 A | 99-103 Main Street, Buckie, Banffshire AB56 1XT | Freehold | BNF7878 |
| 62 | 1114 A | 1 Polton Street, Bonnyrigg, Midlothian, EH19 3HB | Leasehold | |
| 63 | 1124 A | 11D Market Place, Dunvegan Road, Portree, Isle of Skye, IV51 9HH | Freehold | INV28810 |
| 64 | 1133 A | 18 Muirhall Road, Larbert, Stirlingshire, FK5 4AP | Leasehold | |
| 65 | 1134 A | Blackwells Street, Dingwall, Ross-Shire, IV15 9NW | Freehold | ROS13872 |
| 66 | 1156 A | 13-21 Church Street, Port Glasgow, PA 14 5EH | Leasehold | |
| 67 | | 26A Station Road, Kyle of Loch | Leasehold | U/R |
| 68 | 07580 C | House 17 Buddon Drive Monfeth Angus | Freehold | |

| NO | BRANCH NO. | ADDRESS | TENURE | TITLE NUMBERS |
|----|------------|---|-----------------------|-------------------------|
| 69 | | 45 Main Street, Cumbernauld, Glasgow, G67 2RT | Heritable (Freehold) | DMB28331 |
| 70 | | 16 Main Street, Kilsyth | Leasehold | N/A |
| 71 | | 28 Tollpark Road, Cumbernauld | Leasehold | N/A |
| 72 | | 1 Civic Square, Tranent | Leasehold | N/A |
| 73 | | Chapel Of Rest, Bridge Street, Lockerbie, DG11 2HF | Heritable (Leasehold) | DMF3549 |
| 74 | | 147-153 Great Junction Street, Edinburgh | Leasehold | N/A |
| 75 | | 62-64 St Mary's Street, Edinburgh | Leasehold | N/A |
| 76 | | 66/1 St Mary's Street, Edinburgh | Leasehold | N/A |
| 77 | | 314 Portobello High Street, Edinburgh | Leasehold | N/A |
| 78 | | 312/2 Portobello High Street, Edinburgh | Leasehold | N/A |
| 79 | | 23 Hope Lane, Portobello, Edinburgh | Leasehold | (informal verbal lease) |
| 80 | | 7 Bridge Street Musselburgh | Leasehold | |
| 81 | 7565 A | Holmsford Bridge Crematorium Gorschill Mount, Dreghorn, Holmsford, Irvine, KA11 4EF | Freehold | AYR13833 |
| 82 | 7580 A/B | Dundee Crematorium MacAlpine Road, Dundee | Freehold | ANG19695 |
| 83 | 7582 A | Holytown Crematorium and Memorial Gardens, Holytown, North Lanarkshire | Leasehold | LAN 177154 |
| 84 | 7583 A/B/C | Moray Crematorium, Lennox Crescent, Fochabers, Moray IV32 7ES, Broadley farm house, Broadley Enzie | Freehold | BNT6284 |

| NO | BRANCH NO | ADDRESS | TENURE | TITLE NUMBERS |
|------------------|-----------|--|-----------------------------|-----------------------|
| Northern Ireland | | | | |
| 1 | 1039 A/B | 334 - 338 Ravenhill Road, Belfast, County Antrim, BT6 8GL | Freehold and long leasehold | DN171541L DN170053 |
| 2 | 1040 | 395-401 Shankhill Road, Belfast, County Antrim, BT13 3AF | Leasehold | AN169377L |
| 3 | 1041 | 324-326 Woodstock Road, Belfast, County Antrim, BT6 3NU | Leasehold | AN166994L |
| 4 | 1042 A/B | 298 Shore Road, Whitehouse, Newtonabbey, County Antrim, BT13 8BL | Leasehold | AN169376L |
| 5 | 1043 A | 4a & 4b Holborn Avenue, Bangor, County Down, BT20 5FH | Leasehold | U/R |
| 6 | 1044 A | 14 Scotch Quarter, Carrickfergus, County Antrim, BT38 7DP | Leasehold | AN169374L |
| 7 | 1100 A | 150A Kings Road, Belfast BT10 5EJ | Leasehold | DN184096 L |
| 8 | 1101 A | 39/41 Church Street, Newtonards, Co Down BT23 4AN | Leasehold | U/R |



SCHEDULE 3: FORM OF LEGAL MORTGAGE

[CHARGOR]

AND

[]
AS SECURITY TRUSTEE

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 [♦] 2014**

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

THIS DEED is dated [] between

1 |] (the "Chargor"), and

2 |] as security trustee (the "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 first 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, subcontractor, 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 Deed as if set out in this Deed

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 (or agree to such other party to retain on its behalf), 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 Chargeors 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



**SCHEDULE 4: FORM OF LEGAL MORTGAGE FOR PROPERTIES IN NORTHERN
IRELAND**

DATED

[CHARGOR]

AND

[]
AS SECURITY TRUSTEE

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 [♦] 2014**

To, the Senior Registrar. Note This deed contains (in Clause 3 (*Request to Land Registry of Northern Ireland*)) an application to enter an inhibition on the Proprietorship Register.

THIS DEED is made on

BETWEEN

- (1) [] (the "Mortgagor"), and
- (2) [] as security trustee (the "Security Trustee")

IT IS AGREED as follows

1. DEFINITIONS AND INTERPRETATION

1.1 Incorporation of Defined Terms

1.1.1 Unless otherwise stated herein, terms defined in the Debenture will have the same meaning in this Deed

1.1.2 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 Mortgagor, the properties situated in Northern Ireland listed in Schedule 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 Mortgagor as legal and beneficial owner

- 2 1 1 hereby demises unto the Security Trustee all that the portion of freehold land hereditaments and premises described in the Schedule hereto other than any of the Related Rights in respect of the Mortgaged Property assigned pursuant to Clause 2 2 (*Assignments*) below TO HOLD the same unto the Security Trustee its successors and assigns for a term of 10,000 years,
- 2 1 2 hereby demises unto the Security Trustee all that the portions of leasehold lands and premises described in the Schedule hereto other than any of the Related Rights in respect of the Mortgaged Property assigned pursuant to Clause 2 2 (*Assignments*) below for the unexpired residue of the terms of years created by the leases less the last three days of such terms specified in the Schedule hereto, and
- 2 1 3 hereby charges by way of first legal charge, which shall rank at least *pari passu* with any legal charge in respect of the relevant Mortgaged Property granted under any of the Original Legal Mortgages (Northern Irish) (as defined in the Security Amendment Deed), in favour of the Security Trustee all of the premises described in the Schedule hereto so far as the same are registered at the Land Registry of Northern Ireland other than any of the Related Rights in respect of the Mortgaged Property assigned pursuant to Clause 2 2 (*Assignments*) below,

for the purpose of securing the payment and discharge of the Secured Sums

2 2 Assignments

The Mortgagor hereby assigns as legal and beneficial owner 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 Mortgagor'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*)) (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 Mortgagor in respect of the Mortgaged Property, including all

- 2 2 1 claims, remedies, awards or judgments paid or payable to the Mortgagor (including, without limitation, all liquidated and ascertained damages payable to the Mortgagor in respect of the items referred to), and
- 2 2 2 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 LAND REGISTRY OF NORTHERN IRELAND

The Mortgagor (if the Mortgaged Property or any part of it is (or becomes) registered land) hereby applies to the Land Registry of Northern Ireland to enter an inhibition on the relevant Land Registry Folio(s) in the following terms "Except under an order of the Registrar no disposition or dealing by the Registered Owner or the owner of any future registered charge of the land is to be registered or noted without a written consent signed by the Registered Owner for the time being of charge dated [♦] in favour of BNY Mellon Corporate Trustee Services Limited"

4. NOTICES OF ASSIGNMENT

The Mortgagor shall deliver (or procure the delivery of) notices of assignment to the Security Trustee duly executed by, or on behalf of, the Mortgagor in respect of any asset which is the subject of an assignment pursuant to Clause 2.2 (*Assignments*) promptly and in any event within 7 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 Deed as if set out in this Deed

5.2 If applicable the Mortgagor, in respect of the Mortgaged Property owned by it or registered in its name, hereby applies to the Land Registry of Northern Ireland to enter a note of the obligation to make further advances on the Land Registry Folio (s) 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 (or agree to such other party to retain on its behalf), 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 Mortgagor or any other person under any Obligor Transaction Documents, the Security Trustee shall, at the request and cost of the Mortgagor, release and cancel the security constituted by this Deed and procure the assignment, discharge and surrender to the Mortgagor of the property and assets demised 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 Mortgagor under this Deed and the security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid

8. DECLARATION OF TRUST

It is hereby agreed that the Mortgagor shall stand seized of or entitled to the reversion immediately expectant upon any terms or terms hereby granted in the Mortgaged Property and all other estate and interest now acquired or hereafter to be acquired in the Mortgaged Property in trust for the Security Trustee and to assign convey and dispose thereof as the Security Trustee may direct but subject so far as any right of redemption may be subsisting in the Mortgaged Property to the proviso for redemption hereinbefore contained and it is hereby declared that the Security Trustee may at any time or times during the continuance of this security remove the Mortgagor or any other persons or persons from being a trustee or trustees under the declaration of trust hereinbefore declared and on the death or removal of the Mortgagor or any trustee or trustees as aforesaid may by deed appoint a new trustee or new trustees in the Mortgagor or its place and the Mortgagor doth hereby irrevocably appoint the Security Trustee or its substitute or substitutes to be the attorney or attorneys of the Mortgagor and for and on behalf of and in the name of the Mortgagor or otherwise at any time to convey and assign the said reversion and all other the estate and interest of the Mortgagor in the Mortgaged Property or any part or parts thereof unto the Security Trustee or the purchaser or purchasers thereof respectively or to any other person as the Security Trustee may direct and to execute and do all deeds instruments and acts necessary or proper for that purpose

9. 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

10. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it is governed by the laws of Northern Ireland and the parties hereto agree to submit to the non-exclusive jurisdiction of the Northern Irish courts

11. 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

SCHEDULE 1
DETAILS OF MORTGAGED PROPERTY

| Address | Tenure | Lease Details |
|----------------|---------------|----------------------|
|----------------|---------------|----------------------|

SCHEDULE 5: NOTICE OF CHARGE

Part 1: Notice of Charge

To [Landlord/Insurer]

Date []

Dear Sirs,

We give you notice that, by a Debenture dated [] (the "**Debenture**") and by [a Mortgage dated [] (the "**Mortgage**") we charged by way of legal mortgage to] [a Standard Security dated [] (the "**Standard Security**") we secured in favour of] [] (the "**Security Trustee**") as agent and trustee for the Obligor Secured Creditors all our right, interests and benefits in, to and under [the [describe Lease] dated [] between [] relating to [] (including all monies payable thereunder and the proceeds of all claims and judgments for breach of covenant)(the "**Lease**")] OR [the [describe Insurance Policy] policy number effected by ourselves or whomsoever in relation to the risk to [describe Property] (including all monies payable under it, proceeds of all claims, awards and judgments) and all other insurances entered into supplemental to or in replacement of such policy of insurance (the "**Policy**")]

We will remain liable to perform all our obligations under the [Lease/Policy] and the Security Trustee is under no obligation of any kind whatsoever under the [Lease/Policy] nor under any liability whatsoever in the event of any failure by us to perform our obligations under the [Lease/Policy]

Please note that

- 1 all remedies provided for under the [Lease/Policy] or available at law or in equity are exercisable by the Security Trustee,
- 2 all rights to compel performance of the [Lease/Policy] are exercisable by the Security Trustee, and
- 3 all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising under the [Lease/Policy] belong to the Security Trustee

This letter is governed by and will be construed in accordance with the laws of [England and Wales] [Scotland][Northern Ireland] Would you please confirm your agreement to the above by signing and returning the enclosed copy of this notice to ourselves

Yours faithfully

[CHARGOR]

Part 2: Acknowledgement of Assignment

To []
as Security Trustee

Date []

Dear Sirs

We confirm receipt from [Chargor] (the "**Company**") of a notice dated [] of a charge by way of assignment upon the terms of a Debenture dated [] (the "**Debenture**") and [a Mortgage dated [] (the "**Mortgage**") to] [a standard security (the "**Standard Security**") in favour of] [] (the "**Security Trustee**") as agent and trustee for the Obligor Secured Creditors of all the Company's right, interest and benefit in, to and under the [Lease/Policy] (as specified in that notice) to which we are a party

We confirm that we have not received notice of any assignment or charge of or [standard security] over any of the rights, interests and benefits specified in such notice otherwise than in favour of the Security Trustee

This letter is governed by and will be construed in accordance with the laws of [England and Wales] [Scotland][Northern Ireland]

Yours faithfully

[Landlord/Insurer]

cc [Company]

SCHEDULE 6: LEASEHOLDS NOT OWNED BY DFL

| NO | ADDRESS | TENURE | COMPANY | TITLE NUMBERS |
|----|--|-----------|--|---------------|
| 1 | 110 Maryhill Road, Glasgow G20 7QS | Leasehold | T & R O'Brien Limited | U/R |
| 2 | 9 Clarendon Street, Glasgow | Leasehold | T & R O'Brien Limited | U/R |
| 3 | 26A Station Road, Kyle of Loch | Leasehold | DF2L | U/R |
| 4 | 150A Kings Road, Belfast BT05 7EJ | Leasehold | DF2L | DN184096 L |
| 5 | 39/41 Church Street, Newtonards, Co Down BT23 4AN | Leasehold | Kirkwoods Funeral Directors Limited | U/R |
| 6 | 56 Ladys Mile Road, Patcham, Brighton, East Sussex BN1 8QP | Leasehold | Derriman & Haynes Funeral Services Limited | ESX325547 |

WE, [] incorporated under the Companies Acts (Registered Number []) and having our Registered Office at [] (hereinafter called the "Company") HEREBY in security of the payment and discharge of the Secured Sums in terms of and as "Secured Sums" are defined in a debenture dated 20 December 2002 (hereinafter, as the same may be amended, varied, supplemented or novated in any way from time to time, called the "Debenture") between, *inter alios*, [us, the Company/Dignity (2002) Limited and BNY Mellon Corporate Trustee Services Limited, registered under the Companies Acts in England (Registered Number 02631386)] and having its Registered Office at 1 Canada Square, London, E14 5AL acting as security trustee for and on behalf of the Obligor Secured Creditors (as defined in the Debenture) (who and whose successors and assignees as such security trustee as appointed from time to time by the Obligor Secured Creditors pursuant to the Obligor Transaction Documents (as defined in the Debenture) are hereinafter called the "Security Trustee") GRANT a Standard Security in favour of the Security Trustee over ALL and WHOLE the subjects described in Part I of the Schedule annexed and executed as relative hereto (which said subjects are hereinafter called the "security subjects"), The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and any lawful variation thereof operative for the time being shall apply And we agree that the Standard Conditions shall be varied in so far as lawful and applicable by (i) the Loan Agreement dated [♦] 2014 made between, *inter alios*, Dignity Finance PLC, Dignity (2002) Limited and the Security Trustee (which said loan agreement as the same may be amended, varied, supplemented or novated in any way from time to time is hereinafter called the "Issuer/Borrower Loan Agreement") and (ii) the Debenture, under declaration that in the event of there being any inconsistency between the Standard Conditions and the Issuer/Borrower Loan Agreement or the Debenture the terms of the Issuer/Borrower Loan Agreement and the Debenture shall, subject to the provisions of clause 13 of the Debenture, prevail, And we further agree that the Company will be in default under this Standard Security upon the occurrence of a Loan Event of Default (as defined in the Debenture) whereupon and without prejudice to all other rights and powers of the Security Trustee, the Security Trustee shall be entitled to enter into possession of the security subjects and the Security Trustee shall be able to take warrant of summary ejection against the Company for the purposes of obtaining such possession And we grant warrantice but excepting therefrom the deeds and documents (if any) specified in Part II of the Schedule annexed and executed as relative hereto but without prejudice to the right of the Security Trustee to quarrel or impugn the same on any ground of law not inferring warrantice And we consent to the registration of these presents for preservation and execution IN WITNESS WHEREOF

[REGISTER on behalf of the within named [] as agent and trustee within mentioned in the REGISTER of the COUNTY of]

This is the Schedule referred to in the foregoing Standard Security by [] in favour of [] as Security Trustee

PART I

[insert description of property]

PART II

[insert exclusions from wairandice]

SCHEDULE 8: ACCOUNTS

| Company | Type of Account | Account No | Bank |
|--------------------------|----------------------|------------|----------------------|
| Dignity (2002) Limited | Principal Reserve | 24940401 | JP Morgan Chase Bank |
| | Restricted Payments | 24940402 | JP Morgan Chase Bank |
| | Loan Payment | 24940403 | JP Morgan Chase Bank |
| | Current Funds Flow | 24940404 | JP Morgan Chase Bank |
| Dignity Funerals Limited | Capex Reserve | 24940501 | JP Morgan Chase Bank |
| | Elective Capex | 24940502 | JP Morgan Chase Bank |
| | Special Capex | 24940503 | JP Morgan Chase Bank |
| | Upgrade Reserve | 24940504 | JP Morgan Chase Bank |
| | Funeral Home Reserve | 24940505 | JP Morgan Chase Bank |
| | Crematorium Reserve | 24940506 | JP Morgan Chase Bank |
| | Loan Payment | 24940507 | JP Morgan Chase Bank |
| | Centre Collection | 24940508 | JP Morgan Chase Bank |
| | Funds Flow | 24940509 | JP Morgan Chase Bank |
| Dignity Services | Funds Flow | 24945601 | JP Morgan Chase Bank |

SCHEDULE 9: FORM OF DEED OF ACCESSION

From [Subsidiary]

To [Security Trustee]

Dated:

Dear Sirs,

Debenture dated 20 December 2002 as amended and restated from time to time and made between Dignity (2002) Limited and others as Chargors and BNY Mellon Corporate Trustee Services Limited as the Security Trustee (the "Debenture", which expression shall include any amendments in force from time to time)

- 1 We refer to the Debenture. This is a Deed of Accession supplemental to the Debenture. Terms defined in the Debenture have the same meaning in this Deed of Accession unless given a different meaning in this Deed of Accession. The terms of the Debenture are incorporated into this Deed to the extent required for any purported disposition of any property to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989 and section 2 of the Statute of Frauds (Ireland) 1695.
- 2 [Subsidiary] hereby agrees with each party who is or becomes a party to the Debenture to become an Additional Chargor and to be bound by the terms of the Debenture as an Additional Chargor pursuant to Clause 25.1 (*Additional Chargors*) of the Debenture as if it had been an original party thereto. [Subsidiary] is a company duly incorporated under the laws of [name of relevant jurisdiction].
- 3 [Subsidiary] with full title guarantee (or, in relation to assets situated in, or otherwise governed by the laws of Scotland, with absolute warranty and in relation to assets situated in, or otherwise governed by the laws of, Northern Ireland, as legal and beneficial owner) hereby charges to the Security Trustee with the payment or discharge of all Secured Sums:
 - (a) by way of first fixed charge (which so far as it relates to land in England and Wales or Northern Ireland vested in it at the date hereof shall be a charge by way of first legal mortgage) all its right, title and interest from time to time in the Mortgaged Property, including without limitation the property listed in the Schedule (other than the Scottish Mortgaged Property or any of the Related Rights in respect of the Mortgaged Property assigned hereunder),
 - (b) by way of first equitable fixed charge, all Securities belonging to it,
 - (c) by way of first fixed charge, all contracts and policies of insurance and assurance now or in the future held by or otherwise benefiting it and all its rights and interests in every such contract and policy (including the benefit of all claims arising and all money payable under such contracts and policies);
 - (d) by way of first fixed charge, all its goodwill and uncalled capital for the time being,
 - (e) by way of first fixed charge all rights, title and interests in and to Intellectual Property belonging to it now or in the future, in any part of the world (including any

Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others to the extent of its interest in such Intellectual Property),

- (f) by way of first fixed charge all the benefit of agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world, and
 - (g) by way of first fixed charge all trade secrets, confidential information and know how owned or enjoyed by it now or in the future in any part of the world
- 4 by way of first fixed charge, the benefit of all negotiable instruments, guarantees, book debts, bonds, debentures, legal or equitable charges and all other security, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all other rights and remedies now or in the future available to it as security for any Receivable or for the performance by any third party of any obligation now or in the future owed to it,
- 5 by way of first fixed charge, all Accounts,
- 6 by way of first floating charge
- (a) all Assets now or in the future owned by it except to the extent that such Assets are for the time being effectively charged by any fixed charge contained in the preceding provisions of this Paragraph 3, including any Assets comprised within a charge which is reconverted under Clause 3 4 5 of the Debenture, and
 - (b) without exception all Assets insofar as they are for the time being situated in Scotland or otherwise governed by Scottish law,

but in each case so that it shall not create any other mortgage, standard security, or any fixed or floating charge or other security over any Floating Charge Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in sub-clause 7 1 1 of Clause 7 of the Debenture (Negative Pledge and Other Restrictions) with respect to any Floating Charge Asset [except any such fixed security which may on or subsequent to the date of this Deed of Accession be granted by [Subsidiary] in favour of the Security Trustee (which shall rank in priority to such floating charge created by this Deed of Accession)]¹ and it shall not, save as is expressly permitted in the Issuer/Borrower Loan Agreement, without the prior written consent of the Security Trustee, sell, transfer, part with or dispose of any Floating Charge Asset except by way of sale in the ordinary course of its business

[Subject as aforesaid in this paragraph 3, the floating charge created by this Deed of Accession shall rank in priority to any such fixed security or floating charge created on or subsequent to the date of this Deed of Accession²]

- 7 [Subsidiary] with full title guarantee (or, in relation to Northern Irish Mortgaged Property, as legal and beneficial owner) hereby assigns by way of security (insofar as it is capable of giving such and of being assigned by way of security) in favour of the Security Trustee but subject to its right to redeem such assignment upon the full payment or discharge of all Secured Sums

¹ Scottish companies only

² Scottish companies only

- (a) all its claims against all persons who are now or in the future the lessees, sub-lessees or licensees of its Mortgaged Property and all guarantors and sureties for the obligations of such persons,
- (b) the benefit of all guarantees, warranties and representations given or made to it by, and any rights or remedies against, all or any of the manufacturers, suppliers or installers of any fixtures now or in the future attached to such Mortgaged Property,
- (c) the benefit of all rights and claims to which it is now or in the future entitled under any agreements for lease, agreements for sale, contracts, deeds, licences, guarantees, covenants, warranties, representations and other documents, options or undertakings relating to any estate, right or interest in or over such Mortgaged Property,
- (d) all rights and claims to which it is now or in the future entitled against any builder, contractor or professional adviser engaged in relation to such Mortgaged Property or property development or works, including, without limitation, under any collateral warranty or similar agreement,
- (e) the benefit of all rights and claims to which it is now or in the future entitled under or in respect of any joint venture, partnership or similar arrangement or agreement,
- (f) any of its Acquisition Agreement Claims,
- (g) all rights, claims and benefits given or made to it from time to time under or in respect of any loan granted by any member of the Group to it, and
- (h) the benefit of all rights and claims to which it is now or in the future entitled under or in respect of the Obligor Transaction Documents

8 [Subsidiary] on the occurrence and while a Loan Event of Default is continuing by way of security hereby irrevocably appoints the Security Trustee (whether or not a Receiver has been appointed) and any Receiver separately the attorney of it (with full power to appoint substitutes and to delegate) for it, in its name and on its behalf, and as its act and deed or otherwise, at any time to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document, or perform any act, which may be required of it under or pursuant to this Deed of Accession, the Debenture or any Mortgage or, in respect of the appointment of the Security Trustee as attorney only, Standard Security, or may be deemed by such attorney necessary or desirable for any purpose of this Deed of Accession, the Debenture or any Mortgage or Standard Security or to enhance or perfect the security intended to be constituted by or pursuant to it or to convey or transfer legal ownership of any Assets

9. [Subsidiary's] administrative details are as follows

Address

Fax No

Attention

10 This Deed of Accession is governed by English law [except paragraph 3.8 hereof which shall be governed by the law of Scotland]³

11 This Deed of Accession is intended by the parties to it to take effect as a Deed notwithstanding that the Security Trustee may only execute it under hand

[Insert appropriate execution language for Subsidiary]

Acknowledged by

[Insert appropriate execution language for Security Trustee]

³ Scottish companies only



SCHEDULE 10: FORM OF LIMITED RECOURSE DEED OF ACCESSION

From [Subsidiary]

To [Security Trustee]

Dated

Dear Sirs,

Debenture dated 20 December 2002 as amended and restated from time to time and made between Dignity (2002) Limited and others as Chargors and BNY Mellon Corporate Trustee Services Limited as the Security Trustee (the "Debenture", which expression shall include any amendments in force from time to time)

- 1 We refer to the Debenture. This is a Deed of Accession supplemental to the Debenture. Terms defined in the Debenture have the same meaning in this Deed of Accession unless given a different meaning in this Deed of Accession. The terms of the Debenture are incorporated into this Deed to the extent required for any purported disposition of any property to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989 and section 2 of the Statute of Frauds (Ireland) 1695.
- 2 [Subsidiary] hereby agrees with each party who is or becomes a party to the Debenture to become an Additional Chargor and to be bound by the terms of the Debenture as an Additional Chargor pursuant to Clause 25.2 (*Additional Chargors*) of the Debenture as if it had been an original party thereto. [Subsidiary] is a company duly incorporated under the laws of [name of relevant jurisdiction].
- 3 [Subsidiary] with full title guarantee (or, in relation to assets situated in, or otherwise governed by the laws of Scotland, with absolute warrandice and in relation to assets situated in, or otherwise governed by the laws of, Northern Ireland, as legal and beneficial owner) hereby charges to the Security Trustee with the payment or discharge of all Secured Sums:
 - (a) by way of first fixed charge (which so far as it relates to land in England and Wales or Northern Ireland vested in it at the date hereof shall be a charge by way of first legal mortgage) all its right, title and interest from time to time in the Mortgaged Property, including without limitation the property listed in the Schedule (other than the Scottish Mortgaged Property or any of the Related Rights in respect of the Mortgaged Property assigned hereunder),
 - (b) by way of first equitable fixed charge, all Securities belonging to it,
 - (c) by way of first fixed charge, all contracts and policies of insurance and assurance now or in the future held by or otherwise benefiting it and all its rights and interests in every such contract and policy (including the benefit of all claims arising and all money payable under such contracts and policies),
 - (d) by way of first fixed charge, all its goodwill and uncalled capital for the time being,
 - (e)
 - (i) by way of first fixed charge all rights, title and interests in and to Intellectual Property belonging to it now or in the future, in any part of the world

(including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others to the extent of its interest in such Intellectual Property),

- (ii) by way of first fixed charge all the benefit of agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
 - (iii) by way of first fixed charge all trade secrets, confidential information and know how owned or enjoyed by it now or in the future in any part of the world
- (f) by way of first fixed charge, the benefit of all negotiable instruments, guarantees, book debts, bonds, debentures, legal or equitable charges and all other security, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all other rights and remedies now or in the future available to it as security for any Receivable or for the performance by any third party of any obligation now or in the future owed to it,
- (g) by way of first fixed charge, all Accounts,
- (h) by way of first floating charge
- (i) all Assets now or in the future owned by it except to the extent that such Assets are for the time being effectively charged by any fixed charge contained in the preceding provisions of this Paragraph 3, including any Assets comprised within a charge which is reconverted under Clause 3 4 5 of the Debenture, and
 - (ii) without exception all Assets insofar as they are for the time being situated in Scotland or otherwise governed by Scottish law,

but in each case so that it shall not create any other mortgage, standard security, or any fixed or floating charge or other security over any Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in sub-clause 7 1 1 of Clause 7 of the Debenture (Negative Pledge and Other Restrictions) with respect to any Floating Charge Asset [except any such fixed security which may on or subsequent to the date of this Deed of Accession be granted by [Subsidiary] in favour of the Security Trustee (which shall rank in priority to such floating charge created by this Deed of Accession)]⁴ and it shall not, save as is expressly permitted in the Issuer/Borrower Loan Agreement, without the prior written consent of the Security Trustee, sell, transfer, part with or dispose of any Floating Charge Asset except by way of sale in the ordinary course of its business

[Subject as aforesaid in this paragraph 3, the floating charge created by this Deed of Accession shall rank in priority to any such fixed security or floating charge created on or subsequent to the date of this Deed of Accession]⁵

⁴ Scottish companies only

⁵ Scottish companies only

- 4 [Subsidiary] with full title guarantee (and in relation to Northern Irish Mortgaged Property, as legal and beneficial owner) hereby assigns by way of security (insofar as it is capable of giving such and of being assigned by way of security) in favour of the Security Trustee but subject to its right to redeem such assignment upon the full payment or discharge of all Secured Sums
- (a) all its claims against all persons who are now or in the future the lessees, sub-lessees or licensees of its Mortgaged Property and all guarantors and sureties for the obligations of such persons,
 - (b) the benefit of all guarantees, warranties and representations given or made to it by, and any rights or remedies against, all or any of the manufacturers, suppliers or installers of any fixtures now or in the future attached to such Mortgaged Property,
 - (c) the benefit of all rights and claims to which it is now or in the future entitled under any agreements for lease, agreements for sale, contracts, deeds, licences, guarantees, covenants, warranties, representations and other documents, options or undertakings relating to any estate, right or interest in or over such Mortgaged Property,
 - (d) all rights and claims to which it is now or in the future entitled against any builder, contractor or professional adviser engaged in relation to such Mortgaged Property or property development or works, including, without limitation, under any collateral warranty or similar agreement,
 - (e) the benefit of all rights and claims to which it is now or in the future entitled under or in respect of any joint venture, partnership or similar arrangement or agreement,
 - (f) any of its Acquisition Agreement Claims,
 - (g) all rights, claims and benefits given or made to it from time to time under or in respect of any loan granted by any member of the Group to it, and
 - (h) the benefit of all rights and claims to which it is now or in the future entitled under or in respect of the Obligor Transaction Documents
- 5 The liability of [Subsidiary] under the Debenture and this Deed of Accession at any time will be limited to the aggregate amount equal to (without double counting)
- (a) the aggregate amount (without any deduction for or on account of any set-off or similar right exercisable against any Obligor, any administrator or any Obligor Secured Creditor) generated by the making of a demand under, or enforcing, all Security, guarantees, indemnities and other assurance against financial loss in each case created or evidenced under the Obligor Transaction Documents as security or in support of the liabilities referred to in Clause 2.1 of the Debenture, and
 - (b) the aggregate amount of the proceeds of any disposal by an administrator of all or any part of its assets and (to the extent not forming part of such proceeds) the amount of any deficiency of the sort referred to in Section 15(5) of, or paragraph 72(3) of Schedule B1 to, the Insolvency Act 1986 arising from any such disposal
- 6 If the aggregate amount specified in Paragraph 5.1 is insufficient to pay or discharge the liabilities referred to in Clause 2.1 of the Debenture in full for any reason, [Subsidiary] will have no liability to pay or otherwise make good any such insufficiency

7 [Subsidiary] on the occurrence and while a Loan Event of Default is continuing by way of security hereby irrevocably appoints the Security Trustee (whether or not a Receiver has been appointed) and any Receiver separately the attorney of it (with full power to appoint substitutes and to delegate) for it, in its name and on its behalf, and as its act and deed or otherwise, at any time to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document, or perform any act, which may be required of it under or pursuant to this Deed of Accession, the Debenture or any Mortgage or, in respect of the appointment of the Security Trustee as attorney only, Standard Security, or may be deemed by such attorney necessary or desirable for any purpose of this Deed of Accession, the Debenture or any Mortgage or Standard Security or to enhance or perfect the security intended to be constituted by or pursuant to it or to convey or transfer legal ownership of any Assets

8 [Subsidiary's] administrative details are as follows

Address

Fax No

Attention

9 This Deed of Accession is governed by English law [except paragraph 3.8 hereof which shall be governed by the law of Scotland⁶]

10 This Deed of Accession is intended by the parties to it to take effect as a Deed notwithstanding that the Security Trustee may only execute it under hand

[Insert appropriate execution language for Subsidiary]

Acknowledged by

[Insert appropriate execution language for Security Trustee]

Schedule

⁶ Scottish companies only

SCHEDULE 7: AMENDED DHL LOAN ASSIGNMENT



REDACTED

SCHEDULE 8· AMENDED DHL SHARE CHARGE

REDACTED

SCHEDULE 9: AMENDED DML SHARE CHARGE

REDACTED

SCHEDULE 10: AMENDED FLOATING CHARGE DEED

REDACTED

SCHEDULE 11: AMENDED D2004 FLOATING CHARGE DEED

REDACTED

SCHEDULE 12: AMENDED GUARANTEE

REDACTED

SCHEDULE 13: AMENDED DML LOAN ASSIGNMENT

REDACTED

SCHEDULE 14: AMENDED DH2 SHARE CHARGE

REDACTED

SCHEDULE 15: AMENDED DH3 SHARE CHARGE

REDACTED

SCHEDULE 16: AMENDED SECURITY TRUST DEED

REDACTED

SCHEDULE 17: AMENDED AND RESTATED ENGLISH MORTGAGE



REDACTED