

MR01

Particulars of a charge



A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **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 for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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 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 must be scanned and placed on the public record

FRIDAY



A13

A2ED2CQ2

09/08/2013

#134

COMPANIES HOUSE

For official use

1 Company details

Company number 0 0 0 0 8 0 3 2
Company name in full Birkbeck Securities Limited

→ **Filing 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 d3 d0 m0 m7 y2 y0 y1 y3

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
(as "Security Trustee")

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

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4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

MR01

Particulars of a charge

8

Trustee statement ①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X



X

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

MR01

Particulars of a charge

**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Christopher Godwin

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 enquiries@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: 8032

Charge code 0000 8032 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th July 2013 and created by BIRKBECK SECURITIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th August 2013

17th

Given at Companies House, Cardiff on 13th August 2013



DATED

30 July 2013

DIGNITY (2002) LIMITED
AND OTHERS
AS CHARGORS
AND
BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED
AS SECURITY TRUSTEE

DEED OF AMENDMENT AND
RESTATEMENT
RELATING TO A DEBENTURE



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 7 August 2013
SIGNED DLA PIPER UK LLP
DLA PIPER UK LLP

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THIS DEED OF AMENDMENT AND RESTATEMENT is made on 30 July 2013

BETWEEN:

- (1) **THE SEVERAL COMPANIES** named in Schedule 1 of the Amended and Restated Debenture which appears in the Schedule hereto (together the "**Chargors**" and each a "**Chargor**"), and
- (2) **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED** (formerly BNY Corporate Trustee Services Limited) of One Canada Square, London E14 5AL (Company number 248862) as security trustee for and on behalf of the Senior Finance Parties (the "**Security Trustee**")

BACKGROUND:

- A On 20 December 2002, Dignity (2002) Limited, Dignity Services, Dignity Securities Limited, Plantsbrook Group Limited, Birkbeck Securities Limited, Dignity Pre Arrangement Limited and Dignity Funerals Limited (as "**Chargors**") and the Security Trustee entered into a debenture (the "**Debenture**") in connection with the Senior Finance Documents (as defined therein)
- B On 11 April 2003, the parties to the Debenture entered into a deed of release, amendment and restatement to amend and restate the Debenture and pursuant to which the Security Trustee released the fixed charge (but not the floating charge) over the shares in Dignity Services held by Dignity (2002) Limited (the "**First Amended and Restated Debenture**")
- C On 27 September 2010, the parties to the First Amended and Restated Debenture entered into a deed of amendment and restatement to amend and restate the Debenture (the "**Second Amended and Restated Debenture**")
- D The parties referred to above have agreed to further amend and restate the Second Amended and Restated Debenture with effect from the date hereof in the manner hereinafter appearing

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Incorporation of Defined Terms

- (a) Terms defined in the Second Amended and Restated Debenture shall have the same meaning in this Deed
- (b) The principles of construction set out in the Second Amended and Restated Debenture shall have effect as if set out in this Deed.

1.2 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

2. AMENDMENT AND RESTATEMENT

The Second Amended and Restated Debenture shall with effect from the date hereof stand amended and restated in the form scheduled hereto (the "**Third Amended and Restated Debenture**")

3. CONTINUITY AND FURTHER ASSURANCE

3 1 The provisions of the Second Amended and Restated Debenture, save as amended hereby, and the security created or constituted by the Second Amended and Restated Debenture, shall continue in full force and effect

3 2 Each of the Chargors and the Security Trustee shall do all such acts and things necessary or desirable to give effect to the amendments effected or to be effected pursuant to this Deed

3 3 The Security Trustee agrees that it will do all things and execute all documents as may reasonably be necessary to give effect to the release effected pursuant to this Deed.

4. REPRESENTATIONS

Each of the Chargors and the Security Trustee make the representations set out in this Clause 4 to the other

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. MISCELLANEOUS

5 1 Incorporation of terms

The provisions of Clause 14 (Remedies and Waivers, Partial Invalidity), Clause 15 (Notices), Clause 18 (Governing Law) and Clause 19 (Enforcement) 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

5.2 **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

IN WITNESS WHEREOF this Deed has been executed as a deed by the parties hereto and is intended to be and is hereby delivered on the date first before written

EXECUTION PAGES



The Chargers

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

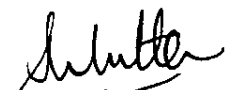

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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




DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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

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Witness




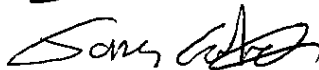

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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

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Witness.


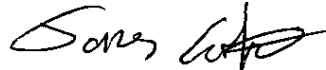
DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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

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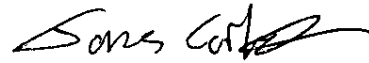
DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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

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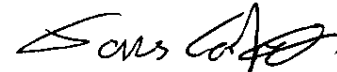
DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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

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Witness



DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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

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Witness





DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

**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

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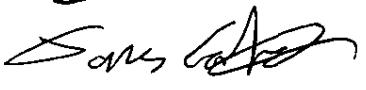


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

**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

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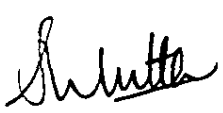
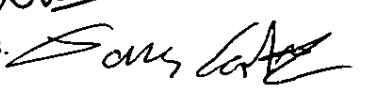


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

**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

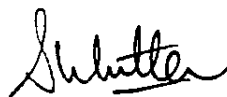

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Witness



DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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


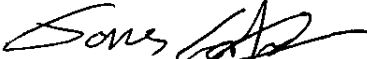
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Witness 


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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


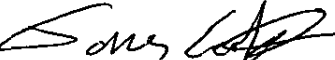
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Witness 


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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

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Witness 


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

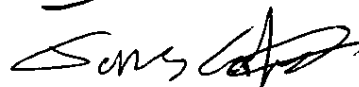
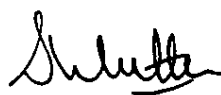
SIGNED as a DEED by
H.R.H. HOLDINGS LIMITED in the
presence of

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

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

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DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

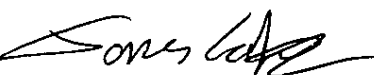
SIGNED as a DEED by
HIGHFIELD FUNERAL SERVICE
LIMITED in the presence of

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

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

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Witness:



DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

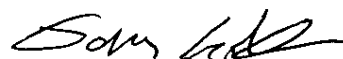
SIGNED as a DEED by
D J THOMAS (FUNERAL DIRECTORS)
LIMITED in the presence of

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

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

)
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)

Witness



DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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

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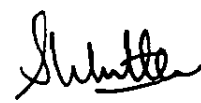


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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

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Witness



DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

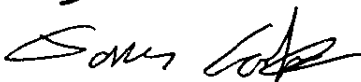
SIGNED as a DEED by
C. POWELL FUNERAL SERVICE
LIMITED in the presence of

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

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

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Witness


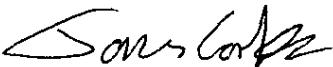


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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

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

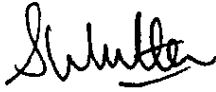

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Witness: 


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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



)
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Witness 


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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

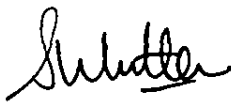

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Witness 


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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

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)
Witness 


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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



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Witness 


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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 


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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



DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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



DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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 Stephen Whittern

)
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)
Witness



DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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 Stephen Whittern

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Witness




DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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 Stephen Whittern

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)
Witness




DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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 Stephen Whittern

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Witness




DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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 Stephen Whittern

Witness



DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

EXECUTED as a **DEED** by
KIRKWOODS (FUNERAL DIRECTOR)
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 Stephen Whittern

Witness



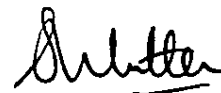
DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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 Stephen Whittern

Witness



DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

EXECUTED as a **DEED** by
H. TOWELL 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 Stephen Whittern

Witness

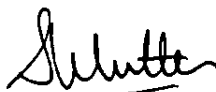



DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

EXECUTED as a **DEED** by
HENRY SMITH (WANDSWORTH)
LIMITED by a director in the presence of a
witness)
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Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Stephen Whittern

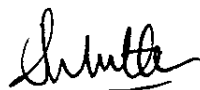

Witness 


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

EXECUTED as a **DEED** by
MALCOLM J. PRESLAND LIMITED by a
director in the presence of a witness)
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Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Stephen Whittern


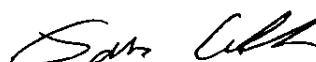
Witness 


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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

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

Facsimile No +44 (0) 121 321 5644
Attention Stephen Whittern

Witness 




DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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 Stephen Whittern

Witness


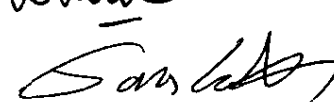
DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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 Stephen Whittern

Witness


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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 Stephen Whittern

Witness


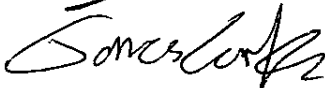



DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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 Stephen Whittern

Witness 


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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 Stephen Whittern

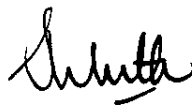

Witness 


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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 Stephen Whittern

Witness 


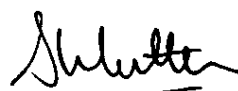
DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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 Stephen Whittern

Witness:



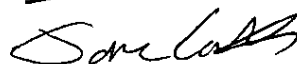
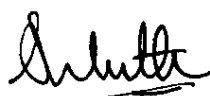
DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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 Stephen Whittern

Witness



DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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 Stephen Whittern

Witness:





DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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 Stephen Whittern



Witness 


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

EXECUTED as a **DEED** by)
WETTON 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 Stephen Whittern


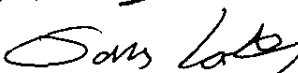
Witness 


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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 Stephen Whittern

Witness 


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

EXECUTED as a **DEED** by
E. BRIGHAM FUNERAL DIRECTORS
LIMITED by a director in the presence of a
witness)
)
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Address 4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands
B73 6AP

Facsimile No +44 (0) 121 321 5644
Attention Stephen Whittern

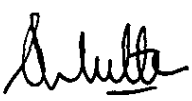
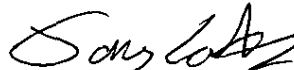

Witness. 

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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

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

Facsimile No +44 (0) 121 321 5644
Attention Stephen Whittern


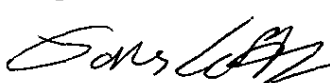

Witness 

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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 Stephen Whittern




Witness 

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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 Stephen Whittern



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Witness 


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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 Stephen Whittern



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Witness 


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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 Stephen Whittern

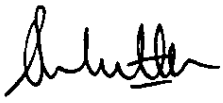
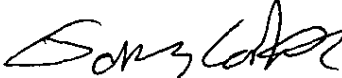
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Witness 


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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 Stephen Whittern



Witness 


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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 Stephen Whittern



Witness. 


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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. Stephen Whittern

Witness 


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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 Stephen Whittern

Witness

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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 Stephen Whittern

Witness

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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

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Witness

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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

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Witness

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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

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

Facsimile No +44 (0) 121 321 5644

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Witness

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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

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Witness

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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


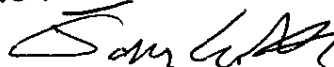
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Witness 


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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

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Witness 


DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL

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

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Witness 

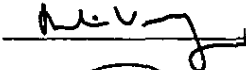

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL


The Security Trustee

Executed as a deed by

BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED

acting by two of its lawful Attorneys

Attorney 

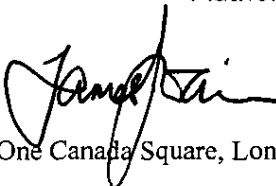
Attorney  **Paul Townsend**
Authorised Signatory

in the presence of

Witness name

James Swain

Authorised Signatory

Signature 

Address. One Canada Square, London E14 5AL

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 and as most recently amended
and restated pursuant to a deed of amendment and restatement dated 30 July 2013

DIGNITY (2002) LIMITED
AND OTHERS
AS CHARGORS
AND

BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED
AS SECURITY TRUSTEE

AMENDED AND RESTATED DEBENTURE

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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 and as most recently amended and restated by a deed of amendment and restatement dated 30 July 2013

BETWEEN

- (1) **THE SEVERAL COMPANIES** named in Schedule 1 (together the "**Chargors**" and each the "**Chargor**"), and
- (2) **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED** (formerly BNY Corporate Trustee Services Limited) (the "**Security Trustee**") as security trustee for and on behalf of the Senior Finance Parties and including any successor appointed by the Senior Finance Parties pursuant to the Senior Finance Documents.

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 or expressions defined in the Senior Bridge Facilities Agreement shall, until the Securitisation Closing Date, bear the same meaning in this Debenture or any Mortgage and any Standard Security and, thereafter words and expressions defined in the Issuer/Borrower Loan Agreement shall bear the same meaning in this Debenture or any Mortgage. 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 10 (*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 24 (*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) "**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London, and (in relation to any date for payment or purchase of Euro, if applicable) any TARGET Settlement Day.
- (g) "**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

- (h) **"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
- (i) **"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
- (j) **"this Debenture"** means this debenture, as amended and restated from time to time, including as most recently amended and restated on 30 July 2013
- (k) **"Deed of Accession"** means a document substantially in the form set out in Schedule 11 (*Form Of Deed Of Accession*)
- (l) **"DFL"** means Dignity Funerals Limited, a limited liability company incorporated in England and Wales under the Act with company registration number 0041598
- (m) **"D(2002)"** means Dignity (2002) Limited, a limited liability company incorporated in England and Wales under the Act with registered number 4349697
- (n) **"Floating Charge Assets"** means insofar only as concerns the floating charge created by Clause 3 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
- (o) **"Group"** means the Term Borrower and its Subsidiaries for the time being
- (p) **"Hedging Bank"** has the meaning given to that term in the Intercreditor Deed
- (q) **"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
- (r) **"Intellectual Property"** means patents (including supplementary protection certificates), utility models, trade marks (including service marks) and rights in passing off, copyright and rights in the nature of copyright, database rights, design rights, registered design rights and all other intellectual property rights and, in each case, any extensions and renewals of and any applications for such rights
- (s) **"Intellectual Property Rights"** means all and any of the Intellectual Property and other rights, causes of action, interests and assets charged pursuant to Clause 3 1(e) or by a Deed of Accession or Limited Recourse Deed of Accession
- (t) **"Intercreditor Deed"** means an intercreditor deed dated on or about the date hereof and made between, *inter alios*, the Security Trustee, the Senior Bridge Agent, the Senior Bridge Creditors, the Hedging Banks, the Mezzanine Agent, the Mezzanine Creditors, the Issuer and others

- (u) **"Issuer"** means Dignity Finance plc
- (v) **"Issuer/Borrower Loan Agreement"** means the loan agreement to be dated after the date hereof between the Issuer and D(2002) the proceeds of which will be used to repay, *inter alia*, the Senior Bridge Debt (as defined in the Intercreditor Deed)
- (w) **"Lease"** means any lease, licence or other agreement whereby any Mortgaged Property is used or occupied
- (x) **"Limited Recourse Deed of Accession"** means a document substantially in the form set out in Schedule 12 (*Form Of Limited Recourse Deed Of Accession*)
- (y) **"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
- (z) **"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 £25,000 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 £25,000 per annum
- (aa) **"Mezzanine Creditors"** has the meaning given to that term in the Intercreditor Deed
- (bb) **"Mortgage"** means a mortgage or charge in respect of all the Mortgaged Property (except the Scottish Mortgaged Property) in accordance with Clause 7 (*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)
- (cc) **"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.
- (dd) **"Northern Irish Mortgaged Property"** means a Mortgaged Property situated in Northern Ireland
- (ee) **"Obligors"** has the meaning given to that term in the Intercreditor Deed
- (ff) **"Permitted Acquisition"** has the meaning given to that term in the Issuer/Borrower Loan Agreement

- (gg) **"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
- (hh) **"Receiver"** means any receiver and manager or receivers and managers appointed under Clause 17 (*Appointment and Powers of Receiver*) and (where the context requires or permits) includes any substituted receiver and manager or receivers and managers
- (ii) **"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
- (jj) **"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 herein,
 - (ii) a confirmatory deed of trust dated on or about the date of this Debenture between H Dorricott 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
- (kk) **"Scottish Mortgaged Property"** means a Mortgaged Property situated in Scotland
- (ll) **"Scottish Trust Property"** means the property held in trust pursuant to the Scottish Declarations of Trust and as more fully described therein
- (mm) **"Secured Sums"** means all money and liabilities covenanted and undertaken to be paid or discharged by the Chargors to the Security Trustee under Clause 2.1 (*Covenant to Pay*)

- (nn) "**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)
- (oo) "**Securitisation Closing Date**" has the meaning given to that term in the Intercreditor Deed
- (pp) "**Security**" includes any mortgage, standard security, charge, pledge, lien, hypothecation, assignment, assignation or deposit by way of security or any other agreement or arrangement having the effect of providing or giving security or preferential ranking to a creditor (including set off, title retention arrangements which do not arise in the ordinary course of trade, defeasance or reciprocal fee arrangements)
- (qq) "**Security Trust Deed**" means the security trust deed dated on or about the date hereof and made between the Security Trustee, the Senior Bridge Agent, the Mezzanine Agent, the Senior Bridge Creditors, the Mezzanine Creditors, the Hedging Banks, the Issuer and the Obligors
- (rr) "**Senior Bridge Agent**" has the meaning given to that term in the Intercreditor Deed
- (ss) "**Senior Bridge Creditors**" has the meaning given to that term in the Intercreditor Deed
- (tt) "**Senior Bridge Facilities Agreement**" means the facilities agreement dated on or around the date hereof made between, *inter alia*, D(2002) as term borrower, J P Morgan Plc as arranger, J P Morgan Europe Limited as senior bridge agent and security trustee and JPMorgan Chase Bank as issuing bank
- (uu) "**Senior Bridge Finance Documents**" has the meaning given to that term in the Intercreditor Deed.
- (vv) "**Senior Default**" has the meaning given to that term in the Intercreditor Deed
- (ww) "**Senior Finance Documents**" has the meaning given to that term in the Intercreditor Deed
- (xx) "**Senior Finance Party**" has the meaning given to that term in the Intercreditor Deed
- (yy) "**Standard Security**" means a standard security in respect of a Scottish Mortgaged Property granted pursuant to Clause 7 (*Further Assurance*) and substantially in the form of Schedule 9 (*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) **"TARGET2 system"** means the Trans European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single platform and which was launched on 19 November 2007
- (bbb) **"TARGET Settlement Day"** means a day on which the TARGET2 System is open
- (ccc) **"Trade Marks"** means the trade marks and trade mark applications listed from time to time in Exhibit A to the Trade Marks Licence
- (ddd) **"Trade Marks Licence"** means the Licence Agreement dated 10 February 2002 between Dignity Services as Licensor and DFL as Licensee, as novated and amended from time to time, substantially in the form of Schedule 5 (*Trade Marks Licence*)
- (eee) **"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 DFL
- (fff) **"United Kingdom"** and **"UK"** means the United Kingdom of Great Britain and Northern Ireland
- (ggg) **"WBS Discharge Date"** has the meaning given to such term in the Intercreditor Deed
- (hhh) **"WBS Finance Documents"** has the meaning given to such term in the Intercreditor Deed
- (iii) **"WBS Finance Parties"** has the meaning given to such term in the Intercreditor Deed
- (jjj) **"WBS Working Capital Finance Documents"** has the meaning given to such term in the Intercreditor Deed
- (kkk) **"WBS Working Capital Finance Provider"** has the meaning given to such term in the Intercreditor Deed
- (lll) **"WBS Working Capital Facility Document"** has the meaning given to such term in the Intercreditor Deed.

12 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 27 (*Variations and Consents*), references in this Debenture to this Debenture or any other document (including any Senior Finance 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 Senior Finance 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, and
 - (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 Senior Default is "**continuing**" for the purposes of the Senior Finance Documents under the terms of the relevant Senior Finance 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 Senior Default had not occurred (and in the case of late delivery of a document or withdrawal of a claim whose existence constituted a Senior Default, that Senior Default is not continuing once delivery or withdrawal have occurred).
- 1 3 Where any conflict exists between the covenants and undertakings in Clause 9 (*General Covenants*), Clause 10 (*Insurance Covenants*), Clause 11 (*Property Covenants*) and Clause 12 (*Intellectual Property Covenants*) of this Debenture and the covenants and undertakings in clause 24 (*Negative Undertakings*) and clause 26 (*Positive Undertakings*) of the Senior Bridge Facilities Agreement or the similar clauses under the Issuer/Borrower Loan Agreement, those covenants and undertakings of the Senior Bridge Facilities Agreement shall prevail until the Securitisation Closing Date after which date the terms of the Issuer/Borrower Loan Agreement shall prevail
- 1 4 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 5 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
- 1.6 Headings in this Debenture are inserted for convenience and shall not affect its interpretation
- 1.7 It is agreed that each Mortgage and Standard Security is supplemental to this Debenture

1 8 Duplication

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

1 9 Intercreditor Deed and Security Trust Deed

- (a) This Debenture, any Mortgage and any Standard Security shall be subject to the terms of the Intercreditor Deed and the Security Trust Deed. To the extent that any term of this Debenture or any Mortgage or Standard Security is inconsistent with (i) the terms of the Security Trust Deed, the terms of the Security Trust Deed shall prevail, or (ii) the terms of the Intercreditor Deed, the terms of the Intercreditor Deed shall prevail, unless the result would conflict with the terms of the Security Trust Deed, in which case the terms of the Security Trust Deed shall prevail
- (b) 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 and the Intercreditor Deed

1 10 Change to Instructing Parties

Each of the parties to this Debenture acknowledges that if, following the Securitisation Closing Date, the identity of any of the relevant instructing parties (as defined in the Security Trust Deed) changes it may be necessary to amend certain covenants set out herein in respect of the Charged Properties

1 11 Incorporation of provisions into any Mortgage

Unless otherwise agreed by the Chargors and the Security Trustee, Clauses 2 (*Covenant to Pay*), 7 (*Further Assurance*), 9 1 of Clause 9 (*General Covenants*), 10 (*Insurance Covenants*), 11 (*Property Covenants*), 13 (*Leases, Possession of Land and Consolidated Charges*), 15 (*Powers of Sale, Leasing and Accepting Surrenders*), 17 (*Appointment and Powers of Receiver*), 18 (*Power of Attorney*), 19 (*Other power Exercisable by the Security Trustee*) 20 (*Application of Money received by the Security Trustee as a Receiver*) 21 (*Costs and Interest on Overdue Amounts*), 25 (*Security Trustee as Trustee, Perpetuity Periods and no Partnership*), 26 (*Forbearance and Severability*), 27 (*Variations and Covenants*), 29 (*Service of Demands and Notices*), 30 (*Joint and Separate Liability*), 31 (*Retention of Security*) and 33 (*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

2. COVENANT TO PAY

- 2 1 Each Chargor hereby covenants and undertakes that it will on demand in writing made to it by the Security Trustee pay or discharge to the Security Trustee all money and liabilities now or in the future due, owing or incurred to the Security Trustee and each Senior Finance Party by any Obligor, under or pursuant to the Senior Finance Documents whether on or after such demand, whether actually or contingently, whether solely or jointly with any other person, whether as principal, surety or guarantor and whether or not the relevant Senior Finance Party was an original party to the relevant transaction, including all interest, commission, fees,

charges, costs and expenses which each such Senior Finance Party may in the course of its business charge or incur in respect of any member of the Group or its affairs and so that interest shall be computed and compounded in accordance with the Senior Finance Documents (after as well as before any demand, decree or judgment) and all monies owing to the Issuer whether present or future **provided that** neither the covenant nor the security created or constituted by or pursuant to this Debenture or any Mortgage or Standard Security shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law

- 2 2 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 warrandice 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 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 3 4(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 6 1(a) of Clause 6 (*Negative Pledge and Other Restrictions*) with respect to any Floating Charge Asset and such Chargor shall not, save as is expressly permitted in the Senior Bridge Facilities Agreement prior to the Securitisation Closing Date and thereafter 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 Senior Finance Documents and the Mezzanine Finance 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 (a) 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 Crystallisation of Floating Charge

- (a) The floating charge created by any Chargor in sub-clause 3 1(j) of 3 1 (*Fixed and Floating Charge*) 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 Senior 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 Senior Bridge Facilities Agreement prior to the Securitisation Closing Date and thereafter 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 Senior Default has occurred and is continuing only to the extent that such action does not constitute a Senior Default,

then the floating charge created by sub-clause 3 1(j) of Clause 3 1 (*Fixed and Floating Charge*) 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 3 4 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-clause 3 1(j) of Clause 3 1 (*Fixed and Floating Charge*) 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-clause 3 1(j) of Clause 3 1 (*Fixed and Floating Charge*) or under a Deed of Accession or Limited Recourse Deed of Accession

- 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 all 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 including the Trade Marks Licence
- 3 7 It is hereby agreed, for the avoidance of doubt, that the fixed charges given by each Chargor over its Receivables under sub-clause 3 1(h) of Clause 3 1 (*Fixed and Floating Charge*) 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 The Chargors shall, on the Securitisation Closing Date, procure that the Term Borrower shall execute a notice of assignment in respect of the Sale and Purchase Agreement and each other Acquisition Agreement in substantially the form set out in Schedule 6 (*Form of Notice of Assignment and Receipt of Acquisition Agreement Claims*) and use all reasonable endeavours once such notice is served to procure the execution and delivery to the Security Trustee by the Vendor and/or guarantor of the acknowledgement of the notice delivered to the Vendor and/or guarantor
- 3 9 Immediately:
- (a) upon the Securitisation Closing Date (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 Securitisation Closing Date and all insurers which are party to all insurance policies benefiting a Chargor which are in existence on the Securitisation Closing Date, 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 7 (*Assignment*) 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 7 (*Assignment*)

4. TITLE DOCUMENTS AND VOTING RIGHTS

- 4.1 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, and the Security Trustee shall be entitled to retain, all deeds and documents of title relating to all its Assets charged by way of fixed charge under Clause 3.1 (*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 clause 3.1(f), including the Trade Marks Licence) or secured by way of Standard Security

4.2 Voting rights prior to the enforcement of security

Subject to the terms of the Subordination Deed, 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)

4.3 Voting rights after the enforcement of security

Subject to Clause 4.4 (*Waiver of voting rights by Security Trustee*) and Clause 14.1 (*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

4.4 Waiver of voting rights by Security Trustee

- (a) The Security Trustee may, in its absolute discretion and without any consent or authority from the Senior Finance Parties, 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 4.3 (*Voting rights after the enforcement of security*) and Clause 14.1 (*Enforcement*)
- (b) Once a notice has been issued by the Security Trustee under sub-clause 4.4(a) of this Clause 4.4, 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 4.3 (*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 4.5 below
- 4.5 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

5. COLLECTION OF RECEIVABLES

- 5.1 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 Clause 3.1 (*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.
- 5.2 Whilst a Senior 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.

6. NEGATIVE PLEDGE AND OTHER RESTRICTIONS

- 6.1 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 Senior Bridge Facilities Agreement prior to the Securitisation Closing Date and thereafter 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 clause 3.1(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

- 6.2 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 "

7. FURTHER ASSURANCE

- 7.1 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
- 7.2 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
- 7.3 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 7.6 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*) 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
- 7.4 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).
- 7.5 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 Senior 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

7.6 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 after the Funding Date and, in any event, within two months of such date, 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 8 (*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 possible after the Funding Date and, in any event, within two months of such date, 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,
- (c) on the earlier of the receipt by the Security Trustee of the consent(s) referred to above and the expiry of two months from the Funding Date (if the Security Trustee so requires in writing) procure that all interests in such Mortgaged Properties are promptly transferred or assigned to DFL, and
- (d) 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
- (e) procure that DFL attend to the adjudication, stamping and particulars delivered stamping of the transfers or assignments of any properties transferred to DFL pursuant to the preceding provisions of this Clause 7.6 as soon as reasonably practicable following the relevant transfer or assignments and in any event within 30 days of such transfer
- (f) procure that DFL make an application to the Land Registry, the Land Registry of Northern Ireland or Registers of Scotland for
 - (i) registration or recording of DFL as proprietor, registered owner or heritable proprietor of such property referred to in sub-clause (e) 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 at the date hereof within two months of the transfer, and
 - (ii) 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
- (g) use all reasonable endeavours (including payment of reasonable fees, costs and expenses) to procure that statutory declarations in the Agreed Form 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

7 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 7 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 7 6 now or in the future belonging to such Chargor

7 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

8. CONTINUING SECURITY AND FURTHER ADVANCES

8 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 Senior Finance Parties, 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 Senior Finance Parties as bankers against the Chargors or any security, guarantee, indemnity and/or negotiable instrument now or in the future held by the Security Trustee or any Senior Finance Party

8 2 Further Advances

- (a) Subject to the terms of the Senior Finance Documents, each Senior Finance Party 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 Chargor 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)

9. GENERAL COVENANTS

- 9 1 Each Chargor 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
- 9 2 No Chargor 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

10. INSURANCE COVENANTS

- 10 1 Each Chargor 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 Chargor's insurance broker, undertakes in writing to the Security Trustee
- (a) if such Chargor 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 Chargor) 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
- 10 2 Each Chargor shall comply, and procure that the Term Borrower is able to comply, with the requirements of clause 9 9 (*Disposal and Insurance Proceeds*) of the Senior Bridge Facilities Agreement until the Securitisation Closing Date and thereafter shall comply with similar requirements of the Issuer/Borrower Loan Agreement and each WBS Working Capital Facility Document in relation to all monies received by, or due to, any Chargor in respect of any policy of insurance.

11. PROPERTY COVENANTS

- 11 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 tenantable 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 expressly permitted in the Senior Bridge Facilities Agreement prior to the Securitisation Closing Date and thereafter 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,
- (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 Senior 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) promptly on receipt, cause a copy of each professional valuation report which such Chargor obtains in relation to any such Mortgaged Property to be provided to the Security Trustee,
 - (l) 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 11 1, and
 - (m) 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
- 11 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, maintenance or improvement (excluding major developments), 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 apply for any planning consent for the development of any such Mortgaged Property, or (save in the ordinary course of repair, replacement or improvement or as required by statute) at any time 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
- 11 3 Each Chargor shall immediately following execution of this Debenture and any Mortgage and at its own expense submit an application to the appropriate Land Registry for the first registration of any unregistered Material Land (save, in relation to leasehold Material Land, where such lease is not registrable by reference to the length of the lease term) In the case of any Material Land, title to which is or will be registered under the Land Registration Acts 1925 to 1988, 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

- 11 4 If a Chargor defaults in the performance of any covenant contained in this Clause 11, 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 21 (*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
- 11 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 11 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

12. INTELLECTUAL PROPERTY COVENANTS

- 12 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 (including its rights under clauses 3 1, 3 2, 3 4 and 3 7 of the Trade Marks Licence) 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 (i) registrations required to be made under sub-clause (b) of this Clause 12 and (ii) registrations of the Trade Marks, in each case 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 21 (*Costs and Interest on Overdue Amounts*),

- (d) do all acts and things (i) necessary for maintaining the Intellectual Property Rights and (ii), within its power, for maintaining the Trade Marks including, where necessary, enforcing the obligations of the Licensor under Clauses 3.1, 3.4 and 3.7 of the Trade Marks Licence;
- (e) perform its obligations under the Trade Mark Licence and not, without the prior written consent of the Security Trustee, agree to any amendment of the terms of the Trade Mark Licence,
- (f) 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,
- (g) 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,
- (h) 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 Clause 3.1(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,
- (i) 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 Senior Bridge Facilities Agreement prior to the Securitisation Closing Date and thereafter the Issuer/Borrower Loan Agreement,
- (j) not without the prior written consent of the Security Trustee alter or take any step or make any requests to alter any specification for which any Trade Mark has been registered or give its consent to registration by a third party of any trade mark the same or confusingly similar to any Trade Mark,
- (k) 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,
- (l) 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 Trade Marks Intellectual Property Rights or Material Intellectual Property, and
- (m) 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

12.2 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 12.1 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 12.1 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

13. LEASES, POSSESSION OF LAND AND CONSOLIDATION OF MORTGAGES

- 13.1 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 Senior Bridge Facilities Agreement prior to the Securitisation Closing Date and thereafter the Issuer/Borrower Loan Agreement)
- 13.2 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 Senior Bridge Facilities Agreement prior to the Securitisation Closing Date and thereafter the Issuer/Borrower Loan Agreement)
- 13.3 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

14. ENFORCEMENT OF SECURITY

14.1 Enforcement

At any time after the occurrence of a Senior 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

14.2 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

15. POWERS OF SALE, LEASING AND ACCEPTING SURRENDERS

- 15 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
- 15 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
- 15 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
- 15 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

16. OPENING OF NEW ACCOUNTS

- 16 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 Senior Bridge Facilities Agreement prior to the Securitisation Closing Date and thereafter the Issuer/Borrower Loan Agreement) any of its Assets, the Security Trustee and/or any Senior Finance Party may rule off such Chargor's account or accounts and open a new account or accounts with such Chargor
- 16 2 If the Security Trustee or any Senior Finance Party 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 Senior Finance Party 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 Senior Finance Party at the time when it received such notice

17. APPOINTMENT AND POWERS OF A RECEIVER

17.1 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 Senior Finance Parties
- (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 Senior Finance Parties), 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 Senior Finance Party 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 Senior Finance Party 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 Senior Finance Parties 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

- 17 2 Neither the Security Trustee nor any Senior Finance Party 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

18. POWER OF ATTORNEY

Each Chargor on the occurrence and while a Senior 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

19. OTHER POWERS EXERCISABLE BY THE SECURITY TRUSTEE

- 19 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 Chargors or otherwise and whether or not the Receiver shall have been appointed and so that sub-clause 17 1(f)(xiii) of Clause 17 (*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 "
- 19 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 7 (*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 19
- 19 3 The Security Trustee shall have no liability or responsibility to any Chargor arising out of the exercise or non-exercise of the rights conferred on it by this Clause 19, except for gross negligence and wilful default
- 19 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

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

- 20 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 or applied in accordance with the terms of the Intercreditor Deed
- 20 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

21. COSTS AND INTEREST ON OVERDUE AMOUNTS

21 1 Expenses

Each Chargor shall reimburse each Senior Finance Party 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 Senior Finance Party 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 Chargors 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 under a Deed of Accession or Limited Recourse Deed of Accession or Clause 7 (*Further Assurance*) referable to it infringing or allegedly infringing any third party rights and (b) in relation to any proceedings referable to such Chargor 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

21 2 Enforcement Costs

Each Chargor shall, promptly upon demand, pay to the Security Trustee and each Senior Finance Party 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 Senior Finance Party 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

- 21 3 Without prejudice to the generality of Clauses 21 1 and 21.2, the costs recoverable by the Security Trustee, the Senior Finance Parties 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 Senior Finance Parties 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

- 21 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 Senior Finance Document in relation to overdue sums or at such other rate agreed between the relevant Chargor and the Security Trustee or the relevant Senior Finance Party 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 10.6 (*Interest on Demands*) of the Security Trust Deed.

22. SET-OFF

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

23. INFORMATION

The Security Trustee may if a Senior 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.

24. ADDITIONAL CHARGORS

- 24 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 11 (*Form Of Deed Of Accession*).
- 24 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 12 (*Form Of Limited Recourse Deed Of Accession*) together with, where appropriate, a Standard Security.
- 24 3 Any company which accedes to this Debenture as an Additional Chargor in accordance with Clauses 24.1 or 24.2 shall be bound by this Debenture in all respects as if they had been an original party to it.

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

- 25 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
- 25 2 The perpetuity period applicable to the trust hereby constituted shall be 80 years
- 25 3 Nothing in this Debenture shall constitute or be deemed to constitute a partnership between the Senior Finance Parties

26. FORBEARANCE AND SEVERABILITY

- 26 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 Senior Finance Party exercising, delaying in exercising or omitting to exercise any of them
- 26 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
- 26 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

27. VARIATIONS AND CONSENTS

- 27 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 Senior Finance Parties) and D(2002) (on behalf of the Chargors)
- 27 2 The expression "variation" shall include any variation, supplement, extension, deletion or replacement however effected

28. AUTHORITY OF D(2002)

Each Chargor (except D(2002)) hereby irrevocably authorises the Term 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

29. SERVICE OF DEMANDS AND NOTICES

A demand for payment or any other demand or notice under this Debenture any Deed of Accession, any Limited Recourse Deed of Accession or any Mortgage or Standard Security shall be made in accordance with clause 24 (*Service of Notices*) of the Intercreditor Deed

30. 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

31. RETENTION OF SECURITY

The Security Trustee may keep any security held by it in respect of any Chargor's liability under any Senior Finance Document in order to protect the Security Trustee and/or any Senior Finance Party 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 Senior Finance Party, the Security Trustee may keep the security until that claim has been finally dealt with

32. 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

33. GOVERNING LAW

33 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

33 2 Each Chargor hereby submits, for the exclusive benefit of the Security Trustee and the Senior Finance Parties, to the jurisdiction of the English Courts, but without prejudice to the right of the Security Trustee and/or the Senior Finance Party 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
 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
ADVANCE PLANNING 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
JONATHAN HARVEY 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)
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) 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)
MORAY CREMATORIUM HOLDINGS)
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
Attention. Michael McCollum

SIGNED as a DEED by)
MORAY CREMATORIUM 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 (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)
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)
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)
King Edwards Square)
Sutton Coldfield)
West Midlands)
B73 6AP)

Facsimile No +44 (0) 121 321 5644
Attention Stephen Whittern

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 Stephen Whittern

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 Stephen Whittern

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

Witness

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

Facsimile No +44 (0) 121 321 5644
Attention. Stephen Whittern

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)

Witness

Facsimile No +44 (0) 121 321 5644
Attention Stephen Whittern

EXECUTED as a **DEED** by)
KIRKWOODS (FUNERAL DIRECTOR))
LIMITED by a director 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 Stephen Whittern

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)

Witness

Facsimile No +44 (0) 121 321 5644
Attention Stephen Whittern

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

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

Witness

Facsimile No: +44 (0) 121 321 5644
Attention Stephen Whittern

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 Stephen Whittern

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 Stephen Whittern

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 Stephen Whittern

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 Stephen Whittern

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 Stephen Whittern

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 Stephen Whittern

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 Stephen Whittern

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 Stephen Whittern

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 Stephen Whittern

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 Stephen Whittern

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 Stephen Whittern

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 Stephen Whittern

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 Stephen Whittern

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 Stephen Whittern

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 Stephen Whittern

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 Stephen Whittern

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 Stephen Whittern

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 Stephen Whittern

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 Stephen Whittern

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 Stephen Whittern

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 Stephen Whittern

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 Stephen Whittern

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 Stephen Whittern

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 Stephen Whittern

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: Stephen Whittern

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 Stephen Whittern

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

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

Facsimile No +44 (0) 121 321 5644

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)
Witness

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)
King Edwards Square)
Sutton Coldfield)
West Midlands)
B73 6AP)
Witness:

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

The Security Trustee

Executed as a deed by
BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED
acting by two of its lawful Attorneys

Attorney _____

Attorney _____

in the presence of
Witness name

Signature

Address One Canada Square, London E14 5AL

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
Dignity Funerals 2 Limited	07541500	As above
Rosspark Limited	02788504	As above
Ely Funeral Service Limited	05370615	As above
Dignity Funerals No 2 Limited	07541500	As above
Ken Gregory & Sons Limited	04669936	As above
H Towell Limited	05347545	As above
Henry Smith (Wandsworth) Limited	00385021	As above
Malcolm J Presland Limited	02119337	As above

Name of chargor	Company number	Address for Service and fax
Thomas Brothers (Wellington and Taunton) Limited	03111508	As above
Yew Holdings Limited	06141773	As above
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

Name of chargor	Company number	Address for Service and fax
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
Davis McMullan Funeral Directors Limited	06426011	As above
H Dorricott & 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

SCHEDULE 2: FREEHOLD, HERITABLE AND LEASEHOLD PROPERTY

MASTER PROPERTY LIST

(AS AT 30 July 2013)

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
England					
Funeral Homes/depots					
1	0026 A	3 Balby Road, Doncaster, South Yorkshire, DN4 0RA	Freehold	DFL	SYK458954
2	0027 A/B	78 Askern Road, Bentley, Doncaster, South Yorkshire, DN5 0EW	Freehold	DFL	SYK193328
3	0029 A	44 Barnsley Road, South Elmsall, Pontefract, WF9 2RF	Freehold	DFL	WYK 730576
4	0031 A	Summer Lane, Barnsley, South Yorkshire, S70 2NW	Freehold	DFL	SYK52969
5	0032 A/B	Weetshaw Lane, Shafton, Barnsley, South Yorkshire, S72 8PZ	Freehold	DFL	SYK266471 SYK266472
6	0033 A/B	45/45a Furlong Road, Bolton on Dearne, Rotherham, S63 8JA	Freehold	DFL	SYK36055 SYK106947
7	0036 A/ B	1 & 1a Duke of York Street, Wakefield, West Yorkshire, WF1 3PD	Leasehold	DFL	WYK918357
8	0038 A/B/C/D/E	Oriel House, 171, and 173-175 Duke Street, Sheffield, South Yorkshire, S2 5QN	Freehold/Long Leasehold	DFL	SYK187819 SYK187820
9	0041 A/B	15 High Street, Swallownest, Sheffield, South Yorkshire, S31 0TT	Freehold	DFL	SYK282949
10	0041 C	1 High Street, Swallownest (accessway/workshop)	Leasehold	DFL	U/R
11	0042 A	Whitting Valley Road, Chesterfield, Derbyshire, S41 9EY	Freehold	DFL	DY79719
12	0046 A/C	R/O66 Boultham Park Road, Sunningdale Drive Lincoln, Lincolnshire, LN6 7BD	Freehold	DFL	LL29401 LL225975
13	0047 A/C/D	129-131 Park Road, Hartlepool, Cleveland, TS26 9HT	Freehold	DFL	DU36234 CE100534
14	0047B	53 Northgate, Hartlepool, Cleveland TS24 0JX	Leasehold	DFL	U/R
15	0047 F	133A Burbank Street, Hartlepool, Cleveland	Leasehold	DFL	U/R
16	0049 A/B	25 Front Street, Wingate, Co Durham, TS28 5DD	Freehold	DFL	DU88154

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
17	0051 AB+C	St Marks House, 312 Shields Road, Newcastle upon Tyne NE6 2UU	Freehold and Long Leasehold	DFL	F TY87768 and L TY68730
18	0052 A/B	53-55 Station Road, Forest Hall, Newcastle upon Tyne, NE12 8AQ	Freehold	DFL	TY202923
19	0053 C/D	155-159 Salters Road Gosforth, Newcastle upon Tyne, NE3 4HJ	Leasehold	DFL	TY497692
20	0057 A	148/150 North Road, Darlington, Co Durham, DL1 2EJ	Freehold	DFL	DU43560
21	0059 A/B	114 High Street, Redcar, Cleveland, TS10 3DD (including 59 Lord Street)	Freehold	DFL	CE9467 CE99984 TES32333 CE11839
22	0060 A	4 Station Road, Loftus Saltburn, Cleveland, TS13 4PX	Freehold	DFL	CE56017
23	0062 A/B	Elwes House, Elwes Street, Brigg, North East, Lincs DN20 8LB	Leasehold	DFL	U/R
24	0063	15 Doncaster Road, Scunthorpe, South Yorkshire DN15 7RA	Leasehold	DFL	U/R
25	0064 C	Egerton House, Rosebridge Way, Ince, Wigan, Greater Manchester WN1 3DG	Freehold	DFL	MAN204557
26	0066 A/B	Lowe House, 17 & 17b Heath Street, Golbourne, Wigan, Lancashire, WA3 3BN	Freehold	DFL	GM287646
27	0067 A	Borsdane House, 119/121 Market Street, Hindley, Wigan, Lancashire, WN2 3AE	Freehold + Long Leasehold	DFL	F GM153658 L GM162292
28	0069 A/B/C	Sefton Villa, 12 Sefton Road, Orrell, Wigan, Lancashire, WN5 8UP	Freehold	DFL	GM682058
29	0070 A	46/48 Preston Road, Standish, Wigan, Lancashire, WN6 0HS	Freehold	DFL	GM506552 GM338038
30	0071 A	5/7 Hope Street, Leigh, Lancashire, WN7 1AQ	Freehold	DFL	GM231883
31	0075 A	134/136 Darwen Street, Blackburn, Lancashire, BB2 2AJ	Freehold	DFL	LA 606991 LA 627948
32	0075 B	Car Park, 134/136 Darwen Street, Blackburn, Lancashire, BB2 2AJ	Leasehold	DFL	U/R
33	0077 A	230-232 Colne Road, Burnley, Lancashire, BB10 1DY	Freehold	DFL	LA 682659
34	0078 A	274 Bedford Road, Bootle, Merseyside, L20 9NB	Freehold Long Leasehold	DFL	MS238692 MS239845
35	0080 A/B	8 & 8a Walton Vale, Aintree, Liverpool, L9 2BU	Freehold	DFL	MS198885
36	0081 A/B	175 & 175a Liverpool Road South, Maghull, Liverpool, L31 8AA	Freehold	DFL	MS74331

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
37	0083 A/B	304 Liverpool Road, Huyton, Liverpool, L36 3RN	Freehold	DFL	MS198881
38	0084 A/B	324 & 324a West Derby Road, Tuebrook, Liverpool, L13 8AJ	Freehold	DFL	MS198882
39	0085 A	31 Marion Square, Netherton, Merseyside L30 5QA	Leasehold	DFL	MS581061
40	0088 B	72-74 Stanley Road, Liverpool L5 2QA	Leasehold	DFL	MS539082
41	0089 A	172 Lower House Lane, Liverpool, L11 2SJ	Long Leasehold	DFL	LA347377
42	0091 A	113-115 Bridge Road, Litherland, Liverpool, L21 2PB	Long Leasehold	DFL	MS223487
43	0092 A/B	67-69 & 69a Liverpool Road, Crosby, Liverpool, L23 5SE	Long Leasehold	DFL	MS198888
44	0097	30 Widnes Road, Widnes, Cheshire, WA8 6AD	Long Leasehold	DFL	CH175150
45	0098	238 Warrington Road, Prescott, Merseyside, L35 2UA	Long Leasehold	DFL	MS139713
46	0104	33 Liverpool Road, Birkenhead, Southport, Merseyside PR8 4AG	Leasehold	DFL	MS602153
47	0105	3 A Old Mill Lane, Formby, Merseyside, L37 3PE	Long Leasehold	DFL	MS487952
48	0108 A/C	27/28 Rossall Road, Thornton, Clevellys, Lancashire, FY5 1DX	Freehold	DFL	LA927475
49	0111	10/12 North Road, Clayton, Manchester, M11 4WE	Freehold	DFL	GM814731
50	0115 A/B/C	Churchside, Church Street, Altrincham, Greater Manchester WA14 4DB	Leasehold	DFL	MAN138488
51	0117 A	75 Oatlands Road, Wythenshawe, Manchester, M22 6AM	Long Leasehold	DFL	GM323931
52	0122 A	Greenbank, Old Greasby Road, Upton, Wirral, L49 3NF	Freehold	DFL	CH81482
53	0125 A/B	4 Crown Buildings, Latham Avenue, Helsby, Warrington, Cheshire, WA6 0DX	Freehold	DFL	CH298311
54	0126 A	71a Main Street, Frodsham, Cheshire WA6 7DF	Leasehold	DFL	CH593078
55	0127 A	Croft House, 3b Hoole Road, Chester, CH2 3NQ	Leasehold	DFL	CH608509
56	0127 B	3c Hoole Road, Chester, CH2 3NQ	Freehold	DFL	CH93835
57	0129 A	Glen House, 60 The Hill, Sandbach, Cheshire, CW11 0JE	Freehold	DFL	CH277460

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58	0133 A	149 Wellington Road, Rhyl, Clwyd, LL18 1LE	Freehold	DFL	CYM107236
59	0135 A	175 High Street, Connaught Quay, Deeside, Clwyd CH5 4DQ	Leasehold	DFL	U/R
60	0136 A	Chapel of Rest, 247 Chester Road, Flint, Clwyd, CH6 5DU	Freehold	DFL	WA473997
61	0139 A/B/C/D	95-99 Three Shires Oak Road, Smethwick, West Midlands, B67 5BT	Freehold	DFL	WM799338 (was WM332306)
62	0142 A/B	35 Birmingham Street, Oldbury, Birmingham, West Midlands, B69 4DY	Freehold	DFL	WM292497
63	0145 A	181/183 High Street, Erdington, Birmingham B23 6SY	Leasehold	DFL	U/R
64	0146 A	43 Birmingham Road, Sutton Coldfield, West Midlands B72 1QF	Leasehold	DFL	U/R
65	0147 A	4 Stockland Court, 121 Chester Road, Streetly, Sutton Coldfield, West Midlands B74 2HE	Leasehold	DFL	WM958899
66	0150 A	657 Kingstanding Road, Kingstanding, Birmingham, B44 9RH	Freehold	DFL	WK168765
67	0151 A	41 St Nicholas Street, Worcester, Worcestershire WR1 1UW	Leasehold	DFL	U/R
68	0152 A/B	71 Barnards Green Road, Malvern, Worcestershire, WR14 3LS	Freehold	DFL	WR73986
69	0155 A	50/52 Wellington Road, Bilston, West Midlands, WV14 6AH	Freehold	DFL	WM268693 WM351498 SF35950 WM265521 SF18293 SF38155 SF36577 WM185717 SF18294
70	0157 A	11 Badger Street, Upper Gornall, Dudley, West Midlands, DY3 1XZ	Freehold	DFL	SF27259
71	0158 A/B	Middleton House, 187-189 Stafford Street, Walsall, West Midlands, WS2 8ED	Freehold	DFL	SF100884
	0158 C	Access 187-189 Stafford Street, Walsall	Leasehold	DFL	U/R
72	0160 A/B	176 Anchor Road, Longton, Stoke On Trent, ST3 5EE	Freehold	DFL	SF251599
73	0161 A	23-24 Gaol Street, Hereford, Herefordshire, HR1 2HU	Freehold	DFL	HW54021
74	0163 A	71 St Giles Street, Northampton, NN1 1JF	Freehold	DFL	NN79545

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75	0165 A	60 & 62 Croyland Road, Wellingborough, Northants, NN8 2AU	Freehold	DFL	NN233344
76	0166 A/B	284 High Street, Berkhamstead, Hertfordshire, HP14 1AH	Freehold	DFL	HD414807
77	0166 C	Access 284 High Street, Berkhamstead	Leasehold/ Licence	DFL	U/R
78	0167 A	18a High Street, Tring, Hertfordshire HP23 5AH	Leasehold	DFL	HD523271
79	0168 A	115 West Street, Dunstable, Bedfordshire LU6 1SG	Leasehold	DFL	U/R
80	0169 A/B	72 Broad Street, Chesham, Buckinghamshire HP5 3DX	Leasehold	DFL	U/R
81	0169/C	127 Broad Street, Chesham, Buckinghamshire, HP5 3EF	Freehold	DFL	BM342879
82	0170 A/B	26 & 28 Marlborough Road, St Albans, Hertfordshire, AL1 3XQ	Freehold	DFL	HD414865
83	0172 A	Adj 26 Park Road, Bushey, Watford, Hertfordshire, WD2 3EG	Freehold	DFL	HD240001
84	0175 A/D	500 Mansfield Road, Sherwood, Nottingham, NG5 2FB	Freehold	DFL	NT172375
85	0175B/C	House, 496/498 Mansfield Road, Sherwood, Nottingham, NG5 2FB	Freehold	DFL	NT41573
86	0177 A	42 & 43 Railway Road, Kings Lynn, Norfolk PE30 1NF	Leasehold	DFL DFL	U/R U/R
87	0177 B/C	10 Austin Fields Estate, Kings Lynn, Norfolk	Leasehold	DFL	U/R
88	0178 A/B	13 Alexandra Road, Love Lane, Wisbech, Cambridgeshire, PE13 1HP	Freehold	DFL	CB112246
89	0179 A	Chapel, 16 Park Road, Hunstanton, Norfolk	Leasehold	DFL	U/R
90	0180 A	26 Station Road, Heacham, Norfolk PE31 7EX	Leasehold	DFL	NK81483
91	0181 A	317 Aylsham Road, Norwich, Norfolk NR3 2AB	Leasehold	DFL	NK421679
92	0182 A	1 Norwich Road, New Costessey, Norfolk NR5 0EA	Leasehold	DFL	NK421677
93	0183	1 Courtland Road, Rose Hill, Oxford, OX4 4HF	Leasehold	DFL	ON271847
94	0184 A/B	81 High Street, Witney, Oxon, OX8 6LY	Freehold	DFL	ON133825
95	0185	James House, 2 & 2a Cossham Street,	Freehold	DFL	AV77123

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
	A/B/C	Mangotsfield, Bristol, BS17 3EW			
96	0187 A/B	2 Pembroke Road, Shirehampton, Bristol, BS11 9SQ	Freehold	DFL	AV53143
97	0188 A	The Poplars, Bristol Road, Hambrook, Bristol, BS16 1RD	Freehold	DFL	GR256894
98	0190 A/C	School House, 34/36 Provost Street, Fordingbridge, Hampshire SP6 1AY	Leasehold	DFL	U/R
99	0192 A/C	Marcus Hill, Newquay, Cornwall, TR7 1RP	Freehold	DFL	CL100068
100	0193 A/B/C	2-4 Cross Street/6-7 John Street Burnham On Sea, Somerset TA8 1BN	Leasehold	DFL	ST288807
101	0195 A/B	Island Cottage, Brook Road, Whitchurch Common, Cardiff, CF4 1DU	Freehold	DFL	WA345416
102	0196 A/C	1a Neville Street, Canton Riverside, Cardiff, CF1 8LP	Freehold	DFL	WA94815
103	0199 A	140 Caerleon Road, Newport, Gwent	Freehold	DFL	CYM107778
104	0201A/B	464a Bethnal Green Road, Bethnal Green, London E2 0EA	Leasehold	DFL	EGL303964
105	0202 A	24 Electric Parade, George Lane, South Woodford, London E18 2LY	Leasehold	DFL	TBC
106	0204 A/B	148 Hoxton Street, Hoxton, London, N1 6SH	Freehold	DFL	244174
107	0207 A	116b Bow Road, Bow, London E3 3AA	Leasehold	DFL	U/R
108	0208 A/B	729 High Road, Leytonstone, London E11 4QS	Leasehold	DFL	U/R
109	0210 A/B/C/D	81/87 Bakers Avenue, 460/462 Hoe Street, Walthamstow, London E17 9AH	Leasehold	DFL	EGL322751
110	0211 A/B	386 High Road, Leyton, London, E10 6QE	Freehold	DFL	EGL449782
111	0212 A/B	61 Queens Road, Buckhurst Hill, Essex, IG9 5BU	Freehold	DFL	EGL449786
112	0213 A	88 MacKenzie Road, Lower Holloway, London N7 8RE	Leasehold	DFL	TBC
113	0215 A	163 Stroud Green Road, Finsbury Park, London N4 3PZ	Leasehold	DFL	NGL 610687
114	0220 A	140 Alexandra Road, Wimbledon, London SW19 7JY	Leasehold	DFL	U/R
115	0221 A	218 Kennington Park Road, Kennington, London SE11 4DA	Leasehold	DFL	U/R

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
116	0227	Unit 1 369/371 Brixton Road, Brixton, London SW9 7DE	Leasehold	DFL	TGL315986
117	0229 A/B/C	15/17 High Street, Caterham, Surrey CR3 5UE	Leasehold	DFL	SY735122
118	0230 A/B/C/D	5/7 Heath Road/70A Beulah Road, Thornton Heath, Surrey CR7 8NF	Leasehold	DFL	U/R
119	0231A/B	High Street, Lumpsfield, Surrey RH8 0DR	Leasehold	DFL	SY624780 SY624769
120	0242 A/B	151 Old Road, Clacton On Sea, Essex CO15 3AU	Leasehold	DFL	EX892007
121	0243 A/B	6 Elm Tree Avenue, Frinton On Sea, Essex CO13 0BE	Leasehold	DFL	EX851340
122	0244 A	56 Frinton Road, Clacton On Sea, Essex CO15 5U	Leasehold	DFL	EX852841
123	0245 A/C/D	78 78c and d Newland Street/ High Street, Witham, Essex	Leasehold	DFL	TBC
124	0245E	Unit 7 Taber Place, Crittal Road, Witham, Essex	Leasehold	DFL	TBC
125	0249 A/B	5 Station Road, Hailsham, East Sussex	Leasehold	DFL	U/R
126	0251 A	90/92 Delce Road, Rochester, Kent, ME1 2DH	Freehold	DFL	K446520
127	0252 A/B	2 & 2a Thornhill Place, Maidstone + land, Kent, ME14 2SF	Freehold	DFL	K228975 K657122
128	0253 A/B	22 Church Road, Paddock Wood, Tonbridge, Kent TN12 6EZ	Leasehold	DFL	K977298
129	0254 A/B/C	21 High Street, Borough Green, Sevenoaks, Kent, TN15 8BT and Garage, 1b Western Road, Sevenoaks, Kent, TN15 8AW	Freehold	DFL	K523626
130	0255 A	30/32 Luton Road, Chatham, Kent, ME4 5AA	Freehold	DFL	K732623
131	0255D	Unit 5 The Enterprise Centre, Revenge Road, Chatham, Kent ME5 8UD	Leasehold	DFL	TT7535
132	0256 A/B	8/10 Duncan Road, Gillingham, Kent ME7 4LE	Leasehold	DFL	U/R
133	0257 A/B	189 City Road, Plansnewydd, Cardiff CF2 3JB	Leasehold	DFL	WA712547
134	0260 A	145 Felixstowe Road, Ipswich, Suffolk, IP3 8EB	Freehold	DFL	SK2884
135	0261 A	79 St Andrews Road, Felixstowe, Suffolk IP11 7BW	Leasehold	DFL	U/R

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
136	0263 A	48 Roker Avenue, Monkwearmouth, Sunderland, Tyne & Wear, SR6 0HT	Freehold + Rent charge	DFL	DU 40137
137	0264	1/2 Eden Terrace, Durham Road, Sunderland, Tyne and Wear, SR2 7PF	Freehold	DFL	TY23188
138	0265 A	6 The Green, Southwick, Sunderland, Tyne & Wear SR5 2JE	Leasehold	DFL	TY228828
139	0271 A	6 High Street, Rhosllanerchrugg, Clywd LL14 1AL	Leasehold	DFL	U/R
140	0272C	Car Park 4 and 5, Lansdowne Place, Blackpool	Long Leasehold	DFL	LA537433
141	0274 A	Windsor Court, 1 Bazley Road/Windsor Road, Lytham, St Annes, Lancashire FY8 1ET	Leasehold	DFL	LA629603
142	0290 A/B /0493	200 Chester Road, Sunderland, Tyne & Wear SR4 7HE	Leasehold	DFL	TY234727
143	0291 A/B	7 Fern Avenue, Southwick, Sunderland, Tyne & Wear, SR5 2DR	Freehold	DFL	TY234598
144	0292 A	35 Sackville Road, Bexhill On Sea, East Sussex TN39 3JD	Leasehold	DFL	U/R
145	0293 A/C/F	43 South Street, Eastbourne, East Sussex BN21 4UT/ 4 Calverley Road, Eastbourne BN21 4UQ	Leasehold	DFL	ESX284089 part U/R part
146	0293 B/E	Clifton Garage, Lushington Lane, Eastbourne, East Sussex	Long Leasehold	DFL	ESX219119
147	0296 A	231-235 Chaplin Road, Sudbury and Sudbury Farm, Chaplin Road, Sudbury, Middlesex, HA0 4TZ	Freehold	DFL	MX124132 MX131443
148	0297 A/B	132-138 Freston Road, London, W10 6TR	Freehold	DFL	BGL1713
149	0298 A/B	83/85 Westbourne Grove, London W2 4UL	Leasehold	DFL	U/R
150	0299 A/B	142 & 142a Station Road, Harrow, Middlesex HA1 2RH	Leasehold	DFL	AGL201097
151	0300 A	49 Marloes Road, Kensington, London W8 6LA	Leasehold	DFL	U/R
152	0301 A/B	19 Bond Street, Ealing, London W5 5AD	Leasehold	DFL	U/R
153	0302 A/B/C	63 & 63a South Road, Southall, Middlesex, UB1 1SQ	Freehold	DFL	NGL168467
154	0303 A/B	115 Burnt Oak Broadway, Edgware, Middlesex, HA8 5EN	Freehold	DFL	NGL262108
155	0304 A	25 Bell Street, Edgware Road, London NW1 5BY	Leasehold	DFL	NGL930378

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156	0307 A/B	127 Chiswick High Road, Chiswick, London W4 2ED	Leasehold	DFL	U/R
157	0308 A/B	339-341 Rayners Lane, Pinner, Harrow, Middlesex, HA5 5EN	Freehold	DFL	P120760
158	0310 A/B	8 Church Road, Acton, London W3 8PP	Leasehold	DFL	U/R
159	0312 A/B	35 Malvern Road, Kilburn, London, NW6 5PS	Freehold	DFL	NGL821699
160	0313 A/B	366 Uxbridge Road, Shepherds Bush, London W12 7LL	Leasehold	DFL	U/R
161	0314 A/B	74 & 74a Rochester Row, Westminster, London, SW1P 1JU	Freehold	DFL	NGL469459
162	0315 A	9 Pond Street, Hampstead, London NW3 2PN	Leasehold	DFL	NGL919979
163	0318 A/B (and 524)	283 Fore Street, Edmonton, London N9 0PD	Leasehold	DFL	U/R
164	0319 A/B	108 Station Road, Chingford, London, E4 6AB	Freehold	DFL	EGL149097
165	0320 A/B/C	2 Broadway Parade, Crouch End, London N8 9DE	Leasehold	DFL	EGL320820
166	0323 A/B	209 Lower Clapton Road, Clapton, London, E5 8EG	Freehold	DFL	EGL226702
167	0326 A/B	27 Silver Street, Enfield, Middlesex EN1 3EF	Leasehold	DFL	AGL239070
168	0326 C	Car parking spaces at Silver Street, Enfield	Leasehold	DFL	U/R
169	0327 A	Ground floor 190 - 194 Fortis Green Road, Muswell Hill, London N10 3DU	Leasehold	DFL	AGL207207
170	0328 A/B	15 Bounds Green Road, Wood Green, London, N22 8HE	Freehold	DFL	NGL478292
171	0329 A/B	448 Green Lanes, Palmers Green, London N13 5XD	Leasehold	DFL	AGL265130
172	0330 A/B	6 Woodhouse Road, North Finchley, London, N12 0RG	Freehold	DFL	MX463380
173	0331 A	29 Junction Road, Archway, London N19 5QT	Leasehold	DFL	NGL891755
174	0331 C	Accessway at rear of 29 Junction Road, Archway, London N19 5QT	Leasehold	DFL	U/R
175	0332 A/B	98 Crown Lane, Southgate, London N14 5EN	Leasehold	DFL	EGL298350
176	0333 A	37a High Street, Barnet, Hertfordshire	Leasehold	DFL	AGL222670

NO	BRANCH NO	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
		EN5 5UW			
177	0334 A/B	52a Shenley Road, Borehamwood, Hertfordshire WD6 1DS	Leasehold	DFL	HD486552
178	0335 A/B	530 Watford Way, Mill Hill Circus, Mill Hill, London, NW7 4RS	Freehold	DFL	MX217876
179	0336 A	4 Hendon Lane, Finchley, London, N3 1TR	Leasehold	DFL	AGL176777
180	0339 A/B	388/388a Bowes Road, New Southgate, London N11 1AH	Leasehold	DFL	U/R
181	0341 A	11 Brewer Street, Maidstone, Kent, ME14 1RU	Freehold	DFL	K423910
182	0342 A/C	26 & 26a Harbour Street, Whitstable, Kent, CT5 1AH	Freehold	DFL	K446194
183	0342B	Garage R/O 1 Albert Street, Whitstable, Kent, CT5 1HP	Freehold	DFL	K446884 K446194
184	0344 A	68 Balmoral Road, Gillingham, Kent, ME7 4QE	Freehold	DFL	K323528
185	0346 A/B/C/D	1 Dover Road/2,4,6, Foord Road, Folkestone, Kent, CT20 1JJ	Freehold	DFL	K389290
186	0347 A/D	25 Albert Road, Deal, Kent, CT14 9RE	Freehold	DFL	K322169
187	0347 B/C	Garage Opp 4 Western Road, Deal, Kent, CT14 6PJ	Freehold	DFL	K527328
188	0348 A/C	21 Tufton Street/ 3 Church passage, Ashford, Kent, TN23 1QN	Freehold	DFL	K274048
189	0348 B	Garage R/O 27 Norwood Street, Ashford, Kent, TN23 1QU	Freehold	DFL	K521737
190	0349 A/B	1 Dymchurch Road, Hythe, Kent, CT21 5AX	Freehold	DFL	K593289
191	0350 A	George Lane, New Romney, Kent TN28 8BS	Leasehold	DFL	K926862
192	0351 A/C	1 Beaconsfield Avenue, Dover, Kent, CT16 2LS	Freehold	DFL	K285552
193	0353 A/C	3 Trafalgar Street, Brighton, East Sussex BN1 4EQ	Leasehold	DFL	U/R
194	0357 A/C	Brassey House, 26 & 26b New Zealand Avenue, Walton on Thames, Surrey KT12 1QD	Leasehold	DFL	U/R
195	0361 A/B/C/D	11 Kingsway, Melbourn Street Bedford, Bedfordshire, MK42 9BB	Freehold	DFL	BD101272
196	0362 A/C/D	22 & 22a George Street, Leamington Spa, Warwickshire, CV31 1ET	Freehold	DFL	WK238070 & WK40734

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197	0363 A/B	30 Clarendon Avenue, Leamington Spa, Warwickshire, CV32 4RY	Freehold	DFL	WK308693
198	0364 A/B	6 High Street, Warwick, Warwickshire, CV34 4AP	Freehold	DFL	WK308694
199	0366 A/C	80 Whiting Street, Bury St Edmunds, Suffolk, IP33 1NX	Freehold	DFL	SK236730
200	0366 C	Car parking space, Whiting Street, Bury St Edmunds, Suffolk	Leasehold	DFL	U/R
201	0367 A/B	37 North Street, Sudbury, Suffolk, CO10 6RD	Freehold	DFL	SK236731
202	0368 A	23 Mustow Street, Bury St Edmunds, Suffolk, IP33 1XL	Freehold	DFL	SK236383
203	0369 A	58 Ipswich Street, Stowmarket, Suffolk IP14 1AD	Leasehold	DFL	U/R
204	0371 A	16 High Street, Rayleigh, Essex SS6 7EF	Leasehold	DFL	EX859494
205	0373 A/B	32 High Road, Orsett, Grays, Essex RH16 3HB	Leasehold	DFL	U/R
206	0374 A	31 and 32 Laindon Centre, Basildon, Essex SS15 5TQ	Leasehold	DFL	EX460395
207	00375 D/E	665 High Road, Benfleet, Essex SS7 5SF	Freehold	DFL	EX648152
208	0377 D	29/31 High Street, Canvey Island, Essex SS1 1PJ	Leasehold	DFL	EX823321 & EX823320
209	0378 A	2 South Parade, South Road, South Ockendon, Essex RH15 6BT	Leasehold	DFL	EX 384643
210	0380 A/B/C/D	26 & 28a Abbey Walk, Cambridge, Cambridgeshire, CB1 2QJ	Freehold	DFL	CB283137
211	0381 C/D	83, 83a Victoria Road, Cambridge, Cambridgeshire, CV4 3NS	Freehold	DFL	CB2822
212	0386	48 Beverley Road, Hull, East Yorkshire, HU3 1YE	Freehold	DFL	HS27484
213	0388 A/B	365 Holderness Road, Kingston upon Hull, North Humberside, HU8 8QY	Freehold	DFL	HS 60054
214	0390 A	Westbourne Street, High Wycombe, Bucks HP11 2PZ	Leasehold	DFL	U/R
215	0392 A/B	86-87 East Street, Farnham, Surrey GU9 7TP	Leasehold	DFL	SY734325
216	0393 A/B	55 Hare Lane, Farncombe, Godalming, Surrey GU7 3EF	Leasehold	DFL	SY734710 and SY792823

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
217	0396 A/C/D	St Nicholas House, 51/55 Vaughan Way, Leicester, Leicestershire, LE1 4NR	Freehold	DFL	LT3712 LT1966
218	0396 C	Car park Vaughan Way/140 Highcross Street, Leicester, Leicestershire	Leasehold	DFL	U/R
219	0440 A/B	63,63a Westbury Hill, Westbury on Trym, Bristol, BS9 3AD	Freehold	DFL	AV36421
220	0442 A	36 Wellowgate, Grimsby and Back 14/16 Park Street, Grimsby, South Humberside DN32 0RA	Leasehold	DFL	U/R
221	0452 A/C/D/E/ F/G/H/I/J/	Andover Funeral Home, 2 Church Close, Andover, Hampshire, SP10 1DP	Freehold	DFL	HP418467
222	0452 B	Garages St Johns Road, Andover, Hampshire	Leasehold	DFL	U/R
223	0456	59 Old Milton Road, New Milton, Hampshire BH25 6DJ	Leasehold	DFL	HP403043
224	0457 A/B	405 Lymington Road, Highcliffe, Christchurch, Dorset BH23 5EN	Leasehold	DFL	DT175223
225	0458 A/B	24 Albert Road, Parkstone, Poole, Dorset, BH12 2BZ	Freehold	DFL	DT78546
226	0459 A/B	3 Bournemouth Road, Parkstone, Poole, Dorset BH14 0EF	Leasehold	DFL	U/R
227	0472	23 Wolseley Road, Milehouse, Plymouth PL2 3AA	Leasehold	DFL	DN292292
228	0482 A/B/C	433/435 Cleethorpes Road, Grimsby, N E Lincolnshire DN31 3BU	Leasehold	DFL	U/R
229	0488 A/B	3/3a Fountain Lane, Barming, Maidstone, Kent, ME16 9AT	Freehold	DFL	K266353 K747099
230	0495 A/B	9 & 9a The Parade, 148 Holders Hill Road, Hendon, London NW7 1LY	Leasehold	DFL	AGL220461
231	0500 C	29-31 Rosebery Avenue, Islington, London EC1R 4SL	Leasehold	DFL	AGL258845
232	0502 A	2 Priestley Way, Blackhorse Lane, Walthamstow, London E17 6AL	Leasehold	DFL	EGL295566
233	0504 A	110/111 Lewes Road, Brighton, East Sussex, BN2	Long Leasehold	DFL	ESX275529
234	0508 A	75 Ashby Road, Loughborough, Leics LE11 3AA	Leasehold	DFL	LT406559
235	0508 C	Accessway at 75 Ashby Road, Loughborough, Leics LE11 3AA	Leasehold	DFL	U/R
236	0513 A/B	141 South Ealing Road, Ealing, London	Freehold	DFL	AGL 111399

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
		W5 4QP,			
237	0514 A/B	50 & 50a Victoria Road, Ruislip, Middlesex, HA4 OAG	Freehold	DFL	MX70123
238	0516 A/B	52 Baxters Lane, St Helens, Merseyside, WA9 3NR	Freehold and Long Leasehold	DFL	MS569147 and MS330903
239	0517 A	25 Faircross Parade, Longridge Road, Barking, Essex IG11 8UW	Leasehold	DFL	EGL496046
240	0518 A	2 St Williams Way, Thorpe Norwich, Norfolk, NR7 0AW	Freehold	DFL	NK44713
241	0519 A/B	Laburnham Cottage, 17 Macclesfield Road, Holmes Chapel, Cheshire, CW4 7NF	Freehold	DFL	CH404742
242	0520 A/B	837 St Albans Road, Garston, Watford, WD25 0LH	Freehold	DFL	HD56052
243	0523 D	Ground Floor, 89 Old Shoreham Road, Hove BN3 7AQ	Leasehold	DFL	TBC
244	0526 A	15/17 Penleys Grove Street, Monkgate, York, North Yorks YO3 7PW (and licence to cross pavement/ access)	Leasehold	DFL	U/R
245	0526 /B	Licence to cross pavement/ access at 15/17 Penleys Grove Street, Monkgate, York, North Yorks YO3 7PW	Leasehold	DFL	U/R
246	0545 A	Westfield House, Western Avenue, Blacon, Chester, Cheshire, CH1 5PP	Freehold	DFL	CH358280
247	0552 A	Crossgate House, Western Approach, 191 Crossgate, South Shields, Tyne & Wear, NE33 5QU	Long Leasehold	DFL	TY183257
248	0553 A	Spring Villa, 6 St Johns Terrace, Jarrow, Tyne & Wear, NE32 3AB	Freehold	DFL	TY160272 & TY155630
249	0555 AC/D/E	Bryson House, Horace Road, Kingston upon Thames, Surrey, KT1 2SL	Freehold	DFL	SY149304 SY127576
250	0555 B	House 14 Horace Road, Kingston upon Thames, Surrey	Freehold	DFL	SGL186381
251	0556 A	24 Old London Road, Kingston upon Thames, Surrey KT2 6QG	Leasehold	DFL	U/R
252	0557 A/B	5 Chessington Parade, Chessington, Surrey, KT9 2PH	Freehold	DFL	SY28763
253	0559 A/B	108 High Street, Esher, Surrey, KT10 9QJ	Freehold	DFL	SY247631
254	0561 A/B	118e High Street, Hampton Hill, Middlesex, TW12 1NT	Freehold	DFL	MX409281
255	0562 A/B	227 Twickenham Road, Isleworth,	Freehold	DFL	MX169933

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
		Middlesex, TW7 6DH			
256	0563 A/B	71 & 71a Walton Road, East Molesey, Surrey, KT8 0DP	Freehold	DFL	SY247632
257	0564 A/B	26 Crown Lane, Morden, Surrey, SM4 5BL	Freehold	DFL	SY247630
258	0565 A/B	182 & 182a High Street, New Malden, Surrey, KT3 4ES	Freehold	DFL	SY1293
259	0566 A/C	29 Coombe Road, Norbiton, Surrey, KT2 7AY	Freehold	DFL	SY247629
260	0567 A/B/C	4/6 Coombe Lane, Raynes Park, London SW20 8ND	Leasehold	DFL	SGL713179
261	0568 A/B	265 Ewell Road, Surbiton, Surrey, KT6 7AA	Freehold	DFL	SY247628
262	0569 A/B	151 Epsom Road, Sutton, Surrey, SM3 9EY	Freehold	DFL	SY247626
263	0570 A/B	102 High Street, Teddington, Middlesex, TW11 8JD	Freehold	DFL	SGL522776
264	0571 A/B	31 Church Street/1 Water Lane, Twickenham, Middlesex TW1 3NR	Leasehold	DFL	TGL299484
265	0572 A/B/C	28/30 Central Road, Worcester Park, Surrey, KT4 8HZ	Freehold	DFL	SY247625
266	0573 A/B	601 Fulham Road, Fulham Broadway, London SW6 5UA	Leasehold	DFL	U/R
267	0574 A/B/C	8-10 Pound Lane, Epsom, Surrey, KT19 8RY	Freehold	DFL	8 SY505174 10 SY47171
268	0575 A/B	117 Falcon Road, Clapham Junction, London SW11 2PE	Leasehold	DFL	TGL52061
269	0576 A/B	246 Upper Richmond Road, Putney, London SW15 6TG	Leasehold	DFL	U/R
270	0577 A/B/C/D	28-30 Kew Road, Richmond, Surrey, TW9 2NA	Freehold	DFL	TGL213672
271	0578 A/B	1a Upper Ham Road, Ham Common, Richmond, Surrey TW10 5LD	Leasehold	DFL	TGL29471
272	0579 A/B	447 Upper Richmond Road West, East Sheen, London SW14 7PR	Leasehold	DFL	TGL 30519
273	0580 A/B	35 Barnes High Street, Barnes, London SW13 9LP	Leasehold	DFL	TGL 30518
274	0581 A/B/C	12-14 Medfield Street, Roehampton, London SW15 4JZ	Leasehold	DFL	TGL29472
275	0582 A/B	132 High Street, Whitton, Twickenham, Middlesex TW2 7LL	Leasehold	DFL	TGL 29469

NO	BRANCH NO	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
276	0583 A/B	153 Heath Road, Twickenham, Middlesex TW1 4BH	Leasehold	DFL	TGL 29470 and TGL338152
277	0584 A/B	512 Great West Road, Hounslow, Middlesex TW5 0TE	Leasehold	DFL	AGL13053
278	0586 A	96 Albany Road, Camberwell, London SE5 0QB	Leasehold and freehold	DFL	TGL320655 and TGL 86124
279	0589 A/B	1 Lower Addiscombe Road, 2A Freemasons Road, East Croydon, Kent, CRO 6PQ	Freehold	DFL	SGL212688
280	0590 A/B	468 Bromley Road, Downham, Kent BR1 4PP	Leasehold	DFL	TGL263668
281	0592 A/B	39 Woolwich Road, Greenwich, London SE10 0RA	Leasehold	DFL	TGL368795
282	0593 A	4-6 Lee High Road, Lewisham, London SE13 5LQ	Leasehold	DFL	TGL364272
283	0594 A/B	402 Lewisham High Street, Lewisham, London, SE13 6LJ	Freehold	DFL	SGL 330325
284	0596 A/B/C	105 & 105a Church Road, Upper Norwood, London, SE19 2PR	Freehold	DFL	SGL136338
285	0597 A/B	41 Sydenham Road, Sydenham, London, SE26 5EX	Freehold	DFL	SGL232944
286	0598 A/B	235-239 East Street, Walworth, London SE17 2SS	Leasehold	DFL	TGL307129
287	0599 A	3-7 Sunnyhill Road, Streatham, London SW16 2U	Leasehold	DFL	U/R
288	0600 A/B	1507 London Road, Norbury, London, SW16 4EB	Freehold	DFL	SGL641442
289	0602 A/B/C	102/104 Lordship Lane, East Dulwich, London SE22 8HF	Leasehold	DFL	TGL251094
290	0604 A/B/C/D/E	536-538 Streatham High Road, Norbury, London, SW16 3QF	Freehold	DFL	538 231552 536 311646
291	0606 A/B	Boundary Place, Sevenoaks Road, Orpington, Kent, BR6 7SE	Freehold (plus lease/licence for parking)	DFL	K14692
292	0607 A/B	238 High Street, Beckenham, Kent, BR3 1EN	Freehold	DFL	SGL388277
293	0608 A/B	229/231 High Street, Bromley, Kent BR1 1NZ	Leasehold	DFL	SGL689177R
294	0609 A/B	72 High Street, Eltham, London SE9 1BT	Leasehold	DFL	U/R

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
295	0609 C	74 High Street, Eltham, London	Leasehold	DFL	TGL274855
296	0610 A/B	332 Crofton Road, Farnborough, Kent BR6 8NW	Leasehold	DFL	SGL683819 and SGL 721125 (reversionary lease)
297	0611A	87 The Walnuts, Orpington, Kent BR6 0TW	Leasehold	DFL	U/R
298	0612 A/B	48 High Street, Sidcup, Kent, DA14 6EH	Freehold	DFL	SGL209259
299	0613 A/B/C	4a & 4b Glebe Way, West Wickham, Kent BR4 0RJ	Leasehold	DFL	SGL697176
300	0614 A/B	5 Thomas Street, Woolwich, London SE18 6HL	Leasehold	DFL	TGL373212
301	0615 A/B/C	27 & 27 a London Road, Sevenoaks, Kent TN13 1AR	Leasehold	DFL	U/R
302	0616 A	217 The Broadway, Bexleyheath, Kent DA6 7EJ	Leasehold	DFL	U/R
303	0618 B	4 Kent Road, Dartford, Kent DA1 2DA	Leasehold	DFL	K974690
304	0620 A	Units 11-12 14 Bracken House, The Ring, Bracknell, Berks RG12 1AX	Leasehold	DFL	U/R
305	0620C	Unit 1 Gowring House, Market Street, Bracknell, RG12 1JG	Leasehold	DFL	BK447563
306	0621 A/B	29c High Street, Sunninghill, Berkshire SL5 9NP	Leasehold	DFL	U/R
307	0622 A	58 Briants Avenue, Caversham, Reading, Berkshire, RG4 5BA	Freehold	DFL	BK201193
308	0623 A	21 School Road, Tilehurst, Reading, Berkshire RG31 5AR	Leasehold	DFL	U/R
309	0624 A/B/C	81 Ock Street, 1 Conduit Street, Abingdon, Oxon, OX14 5AG	Freehold	DFL	ON35563
310	0625 A/B	2/4 Church Street, Wantage, Oxfordshire, OX12 8BL	Freehold	DFL	ON188867
311	0628 A/B/C	Phoenix, 37, 37 a Church Street, Amesbury, Salisbury, Wiltshire, SP4 7EU	Freehold	DFL	WT217088
312	0629	6a Bridge Street, Andover, Hampshire SP10 1BH	Leasehold	DFL	U/R
313	0630 A/B	15-17 Hampton Road, Newbury, Berks RG14 7UH	Freehold	DFL	BK22052
314	0631	40 Harvest Road, Englefield Green, Surrey, TW20 0QT	Freehold	DFL	SY171586
315	0633 C/D	9 & 9a Stainish Parade, Kingston Road Staines, Middlesex TW18 1BB	Leasehold	DFL	SY782290

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
316	0634 B	House 1 Aldebury Road, Maidenhead, Berkshire	Freehold	DFL	BK84638
317	0634 A	65/67 Moorbridge Road, Maidenhead, Berkshire SL6 8LT	Freehold	DFL	BK110076
318	0635 A/B	7 The Green, Woodburn Green, High Wycombe, Bucks, HP10 0EE	Freehold	DFL	BM199700 BM175913
319	0636	King William Street, York Road, Exeter, Devon EX4 6PD	Leasehold	DFL	DN593988
320	0638 A/B	73/73a Fore Street, Bovey Tracey, Devon, TQ13 9AB	Freehold	DFL	DN474253
321	0639 A	Crews House 16 Tower Street, Exmouth, Devon EX8 1NT	Leasehold	DFL	U/R
322	0640 A/B/C	5-7 Wilder Road, Ilfracombe, Devon, EX34 8BL	Freehold	DFL	DN216641
323	0641 A/B/C/D	119 Fore Street, Kingsbridge, Devon TQ7 1AL	Leasehold	DFL	DN 254511
324	0642 A	381 Gloucester Road, Bristol, Avon, BS7 8TN	Freehold	DFL	BL186
325	0643 A/B	12 Charlton Road, Keynsham, Bristol, Avon, BS18 2ND	Freehold	DFL	AV123414
326	0644 A	143 Church Road, Bishopsworth, Bristol, Avon BS13 8JZ	Leasehold	DFL	BL111421
327	0645 A	13 St James Parade, Bath, Avon, BA1 1UL	Freehold	DFL	AV7597
328	0646 A	41 Livingstone Road, Bath, Avon, BA2 3PH	Freehold	DFL	AV167015
329	0647 A	Pows Orchard, Midsomer Norton, Bath, Avon BA3 2HY	Leasehold	DFL	ST239357
330	0649 A	The Croft, 27 West Shepton, Shepton Mallet, Somerset, BA4 5UL	Freehold	DFL	WS20323
331	0650 A/B	Marston Road, Newell, Sherborne, Dorset DT9 4EZ	Leasehold	DFL	U/R
332	0653 A	62 South Street, Yeovil, Somerset BA20 1QQ	Leasehold	DFL	U/R
333	0655 A/B	139 St John Street, Bridgwater, Somerset, TA6 5JA	Freehold	DFL	ST281580
334	0656 A/B/C/D/E	52-56 Chepstow Road, Newport, Gwent, NP9 8EB	Freehold	DFL	52 WA590093 54/56 WA663269
335	0658 A/B	90 Newport Road, Caldicot, Gwent, NP26 4BR	Freehold	DFL	WA451275

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
336	0659 A	R/O 55 Pantbach Road, Rhiwbana, Birchgrove, Cardiff, CF4 1TW	Freehold	DFL	WA 131372 WA 761523
337	0660 A/B/C	Main Road, Church Village, Pontypridd, Mid Glamorgan, CF38 1RL	Freehold	DFL	WA475361
338	0662 A/B	31 Gravelly Hill North, Erdington, Birmingham, B23 6BT	Freehold	DFL	WM78880
339	0663 A/B	457 & 457c Stratford Road, Shirley, Solihull, West Midlands, B90 4AA	Freehold	DFL	WK92708
340	0665 A/B	Green Hayes, Savile Park Road, Halifax, West Yorkshire, HX1 2XR	Freehold	DFL	WYK730575
341	0666 A/B/C	Albert Cottage, Albert Street, Hebden Bridge, West Yorkshire, HX7 8AH	Freehold	DFL	WYK338966
342	0667 A	Valley Road, Hebden Bridge, West Yorkshire, HX7 7BZ	Long Leasehold	DFL	WYK349563
343	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	DFL	WYK432139 WYK58663
344	0669 A	223 Leeds Road, Lofthouse, Wakefield, West Yorkshire, WF3 3NF	Freehold	DFL	WYK439085 WYK474274
345	0670 A	Havelock Street, Wellingborough, Northants, NN8 4QA	Freehold	DFL	NN132544
346	0672 A	700 Manchester Road, Bradford, West Yorkshire, BD5 7QH	Freehold	DFL	WYK313753
347	0673 A	20b Queen Street, Lancaster, Lancashire, LA1 1RX	Freehold	DFL	LA635930
348	0674 A & 0725	102 Sefton Road, Morecombe, LA3 1UD	Freehold	DFL	LA597223
349	0676 A	6 Powerscourt Road, Buckland Portsmouth, Hants, PO2 7JN	Freehold	DFL	HP360612
350	0677 A	1a-b South Street, Emsworth, Hants PO10 7EG	Leasehold	DFL	U/R
351	0678 A/B	2 & 4C Town Hall Road, Havant, Hants PO9 1AN	Leasehold	DFL	SH32769
352	0679 A/B	123/125 High Street, Aldershot, Hants, GU11 1TT	Freehold	DFL	HP383238
353	679 C	Garage, Sebastopol Road, Aldershot	Freehold	DFL	HP624093
354	0680 A/B	32 Guildford Road, Woking, Surrey GU22 7QQ	Leasehold	DFL	SY753712
355	0681 A/C	Tressillion House, 220 Dukes Ride, Crowthorne, Berkshire RG45 6DS	Leasehold	DFL	BK443322

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
356	0683 A/B	191 & 191 a South Farm Road, Worthing, West Sussex , BN14 7TW	Freehold	DFL	WSX269652
357	0684 A	3a Arundel Road, Littlehampton, West Sussex BN17 7BY	Leasehold	DFL	U/R
358	0686 A	2 Cradle Hill Industrial Estate, Cradle Hill Road, Seaford, East Sussex BN2 3HP	Long Leasehold	DFL	ESX264918
359	0687 A/B	22 Sutton Road, Seaford, East Sussex BN25 1RU	Leasehold	DFL	ESX318829
360	0690	48a Malling Street, Lewes, East Sussex BN7 2RH	Leasehold	DFL	U/R
361	0691 A	13 Bridge Street, Newhaven, East Sussex BN9 9PH	Leasehold	DFL	U/R
362	0692 A	18-19 Lewes Road, Brighton, East Sussex BN2 3HP	Freehold	DFL	SX160643 ESX51510
363	0695 A	100 Blatchington Road, Hove, East Sussex BN3 3YF	Leasehold	DFL	U/R
364	0696 A	8-9 Queens Parade, Hangleton, Hove, East Sussex BN3 8JG	Leasehold	DFL	U/R
365	0698 A/C/D	50 Mount Pleasant Road, Hastings, East Sussex TN34 3LJ	Freehold and part long leasehold	DFL	ESX 92863 ESX 80272 HT 22714 HT 12335 (LL) HT 12334 ESX 80274 (LL)
366	0698 B	50 Mount Pleasant Road, Hastings - Car Park	Leasehold	DFL	ESX80274
367	0701 A/C	8 & 8a Grand Parade, High Street, Crawley, West Sussex RH10 1BU	Freehold	DFL	WSX88962
368	0701 B	5 Alpha Road, West Green, Crawley RH11 7BH	Leasehold	DFL	WSX315887
369	0702 A/B	79 High Street, East Grinstead, West Sussex RH19 3DD	Leasehold	DFL	U/R
370	0703 A/B	43 Station Road, Burgess Hill, West Sussex RH15 9DE	Leasehold	DFL	U/R
371	0704 A	Old Talbot House, 1 High Street, Cuckfield, West Sussex RH17 5JX	Leasehold	DFL	U/R
372	0704 B	Chapel of Rest, Newbury Lane, Cuckfield, West Sussex RH17 5AA	Leasehold	DFL	U/R
373	0705 A/B	74/76 Hardres Street, Ramsgate, Kent CT11 8QP	Leasehold	DFL	K665004 K687776
374	0707 A/B	92/94 Ramsgate Road, Margate, Kent CT9 5RY	Freehold	DFL	K58320

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
375	0708 A	Medina Way, Newport IOW, PO30 5QD	Freehold	DFL	IW24239
376	0709 A/B/C	43 Sandown Road, and 43a Newport Road, Lake Sandown IOW PO36 9JL	Freehold	DFL	IW54052
377	0718 A	Crown Court, R/O 34 Market Street, Abergele, Clywd LL22 7AA	Freehold	DFL	WA705695
378	0723 A	196/200 Verdant Lane, Catford, London, SE6 1LJ	Freehold	DFL	SGL360913
379	0743 A/B	Alma House, 2a Caulfield Road, East Ham, London E6 2EJ	Leasehold	DFL	EGL493134
380	0748 A	18-20 St Matthews Street, Ipswich, Suffolk IP1 3EL	Leasehold	DFL	U/R
381	0751 A	87-89 Nantwich Road, Crewe, Cheshire CW2 6AW	Leasehold	DFL	U/R
382	0753 A	209 Uppingham Road, Leicester, Leics LE5 4BQ	Leasehold	DFL	U/R
383	0753 B	Garage, 18/19 Coleman Road, Leicester	Leasehold	DFL	U/R
384	0754 A	17 St Dunstan Street, Canterbury	Leasehold	DFL	K868102
385	0759 A/B	1 Haydon Road, Taunton, Somerset, TA1 1SY	Freehold	DFL	ST117082
386	0760 A/B/C	195a Station Road, Stechford, Birmingham, B33 8BB	Freehold	DFL	WM521202
387	0761	12-16 Queen Street, Newton Le Willows, Merseyside WA12 9AX	Long Leasehold	DFL	MS257009
388	0763 A	424 Hesse Road, Hull, East Yorkshire HU33 3SE	Freehold	DFL	HS244903
389	0766 A	Main Factory, The Airfield, Hutton Cranswick, East Riding YO25 9PF	Freehold	DFL	HS 94392
390	0766 B	Factory 2, The Airfield, Beverley Road, Hutton Cranswick, East Riding	Freehold	DFL	HS 98389 HS122539
391	0766 C	Unit 21, The Airfield, Hutton Cranswick, East Riding	Leasehold	DFL	U/R
392	0766 D	Units 38-41, The Airfield, Hutton Cranswick, East Riding	Leasehold	DFL	U/R
393	0766 F	Unit 20, The Airfield, Hutton Cranswick, East Riding	Leasehold	DFL	U/R
394	0766 H	Unit 9, The Airfield, Hutton Cranswick, East Riding	Leasehold	DFL	U/R
395	0768 A/B/C	259 Kilburn High Road, Kilburn, London, NW6 7JR	Freehold	DFL	NGL756528 P3841

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
396	0769 A/B	109 High Road, Willesdon, London NW10 2SL	Freehold	DFL	MX460890
397	0770 A/B	53 Bridge Road, Wembley Park, Middlesex, HA9 9AG	Freehold	DFL	P127516
398	0771 A	20 High Street, Daventry, Northants NN11 4HT	Leasehold	DFL	U/R
399	0771B	7 Rley Close, Royal Oak Industrial Estate, Daventry NN11 8QT	Leasehold	DFL	U/R
400	0771	17 High Street, Daventry, Northamptonshire, NN11 4BG	Leasehold	DFL	NN234446
401	0773 A/B	1 Bayford Road, Sittingbourne, Kent MW10 3A and Store, East Street, Sittingbourne, Kent MW10 3A	Freehold	DFL	K753206
402	0774 A/B	Kenwood High Street, Cranbrook, Kent TN17 3DT	Freehold	DFL	K658094
403	0778 A	1 Walliscote Road, Weston Super Mare, Bristol, BS23 1UY	Freehold	DFL	AV174073
404	0780 A	22a Trinity Street, Barnstaple, Devon EX32 8JB	Freehold	DFL	DN361653
405	0782 A/B	17 Watson Road, Worksop, Notts S80 2BE	Freehold	DFL	NT 307173
406	0789 A	154 London Road, Isleworth, Middlesex TW7 5BG	Freehold	DFL	AGL39739
407	0790 A/B	71 & 71a Greenford Avenue, Hanwell, London, W7 1LJ	Freehold	DFL	AGL50068
408	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	DFL	WM627783 WK201612
409	0792 A/B/C/D	571 Westgate Road, Newcastle upon Tyne NE4 9PQ	Freehold	DFL	ND68
410	0793 A/C/D	1-3 Sycamore Street/Laurel Avenue, Wallsend, Tyne and Wear NE28 6TH	Freehold	DFL	TY394971
411	0794 A/B	455/457 High Road, Tottenham, London N17 6QB	Leasehold	DFL	AGL236365
412	0795 A	2-6 Whetstone Lane, Birkenhead, Merseyside L41 2QR	Freehold	DFL	MS377384
413	0796 A	Stephenson Way, Newton Aycliffe, Co Durham DL5 7DF	Leasehold	DFL	U/R
414	0798 A/B	72 St James Street, Walthamstow, London E17 7PE	Leasehold	DFL	U/R
415	0799 A	32 Church Hill, Loughton, Essex, IG10 1LA	Freehold	DFL	EX145139

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
416	0800 A	52 Ripple Road, Barking, Essex IG11 7PG	Leasehold	DFL	U/R
417	0801 A/B/C	221&223 Oxlow Lane, Dagenham, Essex RM10 7YA	Leasehold	DFL	U/R
418	0802 D	90-92 Ley Street, Ilford, Essex	Leasehold	DFL	EGL573547
419	0803 A/D	612 High Street, Seven Kings, Essex IG3 8RF	Freehold	DFL	EGL449515
420	0803 B/C/E/F/G/H	Balmoral Works, R/o Balmoral Gardens, Ilford, Essex IG3 8DH	Freehold	DFL	EGL449515
421	0804 A	49 High Street, Barkingside, Essex IG6 2AD	Leasehold	DFL	EGL162840
422	0805 A/B	6/6a High Street West, Sunderland, Tyne and Wear, SR1 3EX	Freehold	DFL	TY116320
423	0809 A/B/C	74 Prestbury Road, Cheltenham, Gloucestershire, GL52 2DJ	Freehold	DFL	GR183099
424	0812 A/B	74/76 North Road, Westcliffe On Sea, Essex, SS0 7AH	Freehold	DFL	EX560180
425	0813 A/B	20 North Street, Rochford, Essex SS4 1AB	Freehold	DFL	EX560178
426	0816 A/B	43-43a Kings Road, North Ormesby, Middlesbrough, TS3 6NH	Freehold	DFL	CE140212
427	0818 A	1 Elm Road, Worthing, West Sussex BN11 1PG	Leasehold	DFL	U/R
428	0824 A	228 Blackburn Road, Accrington, BB5 0AQ	Freehold	DFL	LA511936
429	0827 A	174 Wood Lane, Hawarden, Deeside CH5 3JF	Freehold	DFL	WA360346
430	0828 A	42 Chester Road East, Shotton, Deeside CH5 1QA	Leasehold	DFL	U/R
431	0829 A/B	117 Brunswick Road, Buckley, Flintshire CH7 2EH	Freehold	DFL	WA491803
432	0830 A	111 High Street, Tarporley, CW6 0EA	Freehold	DFL	CH279376
433	0831 A/B	10 & 10a Canada Road, Cromer, Norfolk, NR27 9AH	Freehold	DFL	NK289750
434	0836 A	Castle Armoury, Cooper Street, Bury, BL9 0LJ	Freehold	DFL	LA236728
435	0837 A/B	33- 37 Market Street, Tottington, Bury BL8 4AA	Leasehold	DFL	U/R
436	0838 A	33 Station Road, Urmston, Manchester	Leasehold	DFL	MAN115309

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
		M41 9JG			
437	0840 A	103a King Street, Whalley, Clitheroe, Lancs B86 8SM	Leasehold	DFL	LA903704
438	0842 A	55 Lynn Road, Wisbech, Cambs PE13 3DE	Freehold	DFL	CB269279
439	0845 A	34 Bridge Street, Downham Market, Norfolk PE38 9DH	Leasehold	DFL	U/R
440	0845 B	Harwin House Bridge Road Downham Market	Freehold	DFL	NK101374
441	0849 A/B	61 London Road, (and 1/2 Inner Street), Grantham, Lincolnshire NG13 8H	Freehold	DFL	LL159852 and LL241024
442	0852 A	6 Smithdown Road, Liverpool, Merseyside, L7 4JG	Freehold	DFL	MS470844 (Possessory title)
443	0853 A	11 Childwall Valley Road, Five Ways, Liverpool, L16 4PB	Freehold	DFL	MS472673
444	0854 A	14 Childwall Parade, Roby, Liverpool L14 6TT	Leasehold	DFL	TBC
445	0860 A	62 The Broadway, Leigh on Sea, Essex SS9 1AE	Leasehold	DFL	EX804333
446	0862 A/B	19a & Adj 19a Bridge Road, Cowes, IOW, PO31 7DT	Freehold	DFL	IW40754
447	00863 B	Ground Floor, 7-11 Brown Street, Salisbury, Wiltshire SP1 1HE	Long leasehold	DFL	WT277642
448	0869 A	15 Highbridge Street, Waltham Abbey, Essex EN9 1BZ	Leasehold	DFL	EX 589353
449	0879 A/B/C	24-26 Station Road, Billingham, Cleveland TS23 1AB	Freehold	DFL	CE107563
450	0880 B	93b King Street, Maidstone, Kent ME14 1BH	Leasehold	DFL	U/R
451	0882	Unit 7b, Pennine Close, Llanishen, Cardiff CF4 5DN	Leasehold	DFL	CYM579219
452	0884 A/B	Bakehouse Yard, 16/17 Webber Street, Falmouth, Cornwall TR11 3AU	Leasehold	DFL	U/R
453	0889 A/C	Henlys Funeral Home, Beaufort Hill, Beaufort, Ebbw Vale, NP3 5QN and Garden ?	Freehold and Leasehold	DFL	WA870490 and U/R
454	0890 A	Victoria Funeral Home, 69/70 Victoria Road, Ebbw Vale, Gwent, NP3 6UH	Freehold	DFL	WA870492
455	0894 A	25/29 Princes Street, Kettering, Northants NN16 8R	Freehold	DFL	NN234004 and NN23299
456	0895 A	Old Cemetery Chapel, Rockingham Road,	Leasehold	DFL	U/R

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
		Corby, Northants NN17 2AE			
457	0898 A	555 Saffron Lane, Leicester, LE2 6UN	Freehold	DFL	LT350330
458	0899 A/B	129 & 129a Leicester Road, Wigston, Leicestershire LE18 1NS	Freehold	DFL	LT164751
459	0900 A/B/C	135 Narborough Road, and 2a Beaconsfield Road, Leicester, LE3 0PB	Freehold	DFL	LT68599
460	0902 A	13-15 Warren Avenue, Shirley Warren, Southampton SO16 6AS	Leasehold	DFL	HP717576
461	0908 A	The Oaklands, 2 Holyhead Road, Handsworth, Birmingham, B21 0LT	Freehold	DFL	WM789130
462	0909 C/D	107 Aldershot Road, Guildford, Surrey	Leasehold	DFL	SY778119
463	0911 A	28-30 Hope Street, Sheerness, Kent, ME12 1QH	Freehold	DFL	K93859, K85937 & K788816
464	0911 C/D/E	Mortuary R/O 24 & 26 Hope Street, Sheerness, Kent ME12 1QH	Leasehold	DFL	U/R
465	0930 A/B	198 Ealing Road, Wembley, Middlesex HA0 4QG	Leasehold	DFL	U/R
466	0934 A	Unit 2, Algore Way, Wisbech, Cambridgeshire PE13 2TY	Leasehold	DFL	U/R
467	0936 A/B	38 & 38 a Market Place, Long Sutton, Spalding, Lincs PE12 9JF	Freehold	DFL	LL153313
468	0937 A	242 Painswick Road, Gloucester, GL4 4AG	Freehold	DFL	GR53543
469	0938 A/B	16 Glendower Street, Monmouth	Leasehold	DFL	U/R
470	0939 A/B	18/20 St Thomas Street, Wells, Somerset, BA5 2UX	Freehold	DFL	ST166681
471	0945 A/B	49, 49a & 51 Spitalfield Lane, Chichester West Sussex PO19 4SG	Leasehold	DFL	WSX330510
472	0946 A/B	8 Glebe Avenue, Ickenham, Middlesex	Leasehold	DFL	U/R
473	0948	90 Station Road, Addlestone, Surrey KT15 2PH	Leasehold	DFL	U/R
474	0950	25 Brook Street, Selby, North Yorkshire YO8 4AL	Leasehold	DFL	U/R
475	0956 A/	R/O 1 Norwich Road, New Costessey, Norwich, Norfolk NR5 0EA	Leasehold	DFL	NK421678
476	0958 A/b	10 & 10a Cosby Road, Littlethorpe, Leicester LE9 5HF	Freehold	DFL	LT339466
477	0959 A	5 Church Street, Weybridge	Leasehold	DFL	U/R

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
478	0963 A	27 Queensway, Bognor Regis, West Sussex	Leasehold	DFL	U/R
479	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	DFL	HS 248937 HS 305388
480	0965 A/B	17 Devon Square, Newton Abbot	Leasehold	DFL	DN228318
481	0966 A	26 East Street, Prittlewell, Southend, SS2 6LH	Freehold	DFL	EX309823
482	0967 A	Dignity House, St Johns Street, Bury St Edmunds, Suffolk, IP33 3SP	Leasehold	DFL	U/R
483	0968 A	153 High Street, Hurstpierpoint, West Sussex	Leasehold	DFL	TBC
484	0970 A	80 The Drive, Hewarth, Gateshead	Leasehold	DFL	TY434561
485	0971 A/B/C/D	227/229 Grove Lane, Timperley, Trafford, Manchester	Leasehold	DFL	TBC TBC
486	0972 A	2 Grove Lane, Hale, Trafford, Manchester	Freehold	DFL	GM 173714
487	0973 A	13 Main Street, Evington, Leicestershire	Leasehold	DFL	LT360955
488	0982 A/B	126A London Road, Southborough Tunbridge Wells	Leasehold	DFL	K868517
489	0984 A/B	7 Buckingham Road, Broadstairs, Kent, CT10 1QR	Leasehold	DFL	K873922
490	0985 A	1 Seal Road, Basingstoke (Stowells)	Leasehold	DFL	HP646985
491	0986 A	Downsland Court, Worting Road, Basingstoke RG21 8TS	Leasehold	DFL	HP647052
492	0987 A/C	30 Market Place, Chippenham, Wiltshire SN15 3HP	Freehold	DFL	WT223711
493	0987 B	Garage, 4 Badens Lane, Chippenham	Licence	DFL	U/R
494	0988 A	15 Lumpsfield Road, Sanderstead, Croydon	Leasehold	DFL	SGL656461
495	0990	Garage 23 Ashley Down Road, Bristol, Avon, BS7 9JN	Freehold	DFL	BL20052
496	0993 A	Cemetery Lane, Burnley, Lancs BB11 5DG	Freehold	DFL	LA512398 LA559782
497	0995 A/B	Dartmouth House, 67/69 Alma Road, Harpenden	Leasehold	DFL	HD440583
498	0996 A	Quadrant House, 67/68 The Quadrant, St Albans	Leasehold	DFL	HD525159

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
499	0997 A	Parchment House, 9 Victoria Road, Harpenden AL5 4EB	Leasehold	DFL	HD452428
500	0998 A/B	The Silo, Roundhouse Farm, Colney Heath, St Albans AL4 0PP	Leasehold	DFL	U/R
501	0999 A	22 Newtown Road, Carlisle LA2 7JH	Freehold	DFL	CU73002
502	0999 B	Unit 2 St Nicholas Business Park, St Nicholas Bridge, Carlisle	Leasehold	DFL	CU237022
503	1001 A/G	Direlton House, Caincross Road, Stroud, GL5 4ES	Freehold	DFL	GR241946
504	1001 B/C	Car Park, Direlton House, Caincross Road, Stroud	Leasehold	DFL	U/R
505	1001 D/E/F	Store garage and yard to the south of The Hill and garage/mortuary at the rear of Caincross Road, Stroud	Freehold	DFL	GR179547 and GR309564
506	1001	Garage and yard off The Hill Caincross Road, Stroud	Leasehold	DFL	U/R
507	1002B	35E Parsonage Street, Dursley, Gloucestershire	Leasehold	DFL	GR360647
508	1003 A/B	Ground Floor, Chipping Manor, Wootton-under-Edge, Gloucs GL12 7AD	Leasehold	DFL	U/R
509	1004 A	128B Burscough Street, Ormskirk, Lancs L39 2EY	Leasehold	DFL	LAN71150
510	1007 A	Unit 3, Glenmore Industrial Estate, Bumpers Farm, Chippenham	Leasehold	DFL	WT244188
511	1008 A	Unit 1 Area A, 171 Radley Road, Abingdon, Oxford, OX14 3RY	Leasehold	DFL	ON260520
512	1009 A/B/D	West Croft 144-146 Trinity Street, Huddersfield, West Yorkshire HD1 4DT	Freehold and long leasehold	DFL	YWE8387 YWE10628 WK22856 WYK80593
513	1010A	The Private Chapel, Lower Wood Street, Bargoed, Caerphilly CF81 8NW	Leasehold	DFL	CYM434589
514	1010C	4 Hanbury Square, Bargoed, Caerphilly	Leasehold	DFL	CYM339392
515	1011 A	441 Bramford Road, Ipswich, Suffolk IP1 5AU	Leasehold	DFL	SK274897
516	1012 A/B	3 and 3a West Street, Prescott, Knowsley, Merseyside L34 1LE	Freehold	DFL	MS211644 and MS492582
517	1013 A	6-8 Cowley Lane, St Helens, Merseyside WA10 2AB	Freehold	DFL	LA276792
518	1014 A	The Old Fire Station, 10 Crosspit Lane, Rainford, Merseyside WE11 8AH	Freehold	DFL	MS363018

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519	1015A	Woodfield Park Funeral Home, Woodfield Park, Penmaen, Blackwood, Gwent NP12 0DE	Freehold	DFL	CYM344792
520	1015B	26 Elm Way Blackwood Gwent NP12 1AA	Leasehold	DFL	U/R
521	1016 A	1 Mill Place, Shney Row, Houghton-le-Spring, Tyne & Wear, DH4 4JT	Leasehold	DFL	TY458740
522	1017 A	104 Newbottle Street, Houghton-le-Spring, Tyne & Wear, DH4 4AJ	Leasehold	DFL	TY471394
523	1018 A/B/C	25 Front Street, Hetton-le-Hole, Houghton-le-Spring, Tyne & Wear, DH4 4AJ	Leasehold	DFL	TY457856
524	1019 A/B	Blue House Lane, Washington, Tyne & Wear, NE37 2TA	Leasehold	DFL	TY457857
525	1020 A	1 & 1a Castlereagh Street, Silksworth, Sunderland, SR3 1HJ	Leasehold	DFL	TY457855
526	1021 A/B	Wolstenholme Funeral Service, Willows lane, Accrington, Lancashire, BB5 0RT	Freehold	DFL	LAN54766
527	1022 A/B	Newcombes Funeral Home, Bucklers Lane, Holmbush, St Austell, Cornwall, PL25 3JN	Leasehold	DFL	CL237939 CL237964
528	1023 A	68a Locks Hill, Frome, Somerset BA11 0AS	Leasehold	DFL	WS41286
529	1024 A	50/52 Bond Street, Trowbridge, Wiltshire BA14 0AS	Leasehold	DFL	WT260631
530	1025 & 1026	9 Croft Road, Crowborough, East Sussex, TD6 1DL	Leasehold	DFL	EX276725
531	1027 A	The Old Brew House Repository, High Street, Mayfield, east Sussex	Leasehold	DFL	U/R
532	1028 A	44 All Saints Way, West Bromwich, West Midlands, B71 1PZ	Freehold	DFL	WM556782 WM99890
533	1029 A/B	Nelson Court, Gladstone/Watton Road, Ware Hertfordshire SG12 0AG	Leasehold	DFL	HD474168
534	1030 A/B*	79 Burford Street, Hoddesdon, Hertfordshire, EN11 8HX	Leasehold	DFL	HD474266
535	1031 A*	83 Railway Street, Hertford, Herts, SG14 1RP	Leasehold	DFL	TBC
536	1032 A*	485 Bimerne Road East, Southampton, SO18 5EQ	Leasehold	DFL	HP549095
537	1033 A	374 Shirley Road, Shirley, Southampton, SO18 2PG	Leasehold	DFL	U/R

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
538	1034 A/B/C/D/E•	157-167 Woodmill Lane, Southampton, SO18 2PG	Freehold	DFL	HP301055 HP131667
539	1035 A/B/C•	33a, 35 & 35a Bridge Road, Southampton SO19 7GP	Leasehold	DFL	HP664066
540	1036 A/B	163 Hursley Road, Chandlers Ford Eastleigh SO53 1JH	Leasehold	DFL	HP549105
541	1037 A/B	46 St Johns Road, Hedge End, Southampton, SO30 4AG	Leasehold	DFL	HP664076
542	1038A/B•	73 Leigh Road, Eastleigh, Hampshire SO50 9DF	Leasehold	DFL	HP664077
543	1045 A•	Unit 11, Willow Road, Pen-y-fan Industrial estate, Crumlin, Newport, Gwent NP11 4EG	Leasehold	DFL	CYM395783
544	1047 A/B•	195/197 Timberlog Lane, Basildon, Essex, SS14 1PJ	Leasehold	DFL	EX300880
545	1048 A/B•	4 & 4b Woodland Way, Colwyn Bay, Clywd LL29 7DH,	Freehold	DFL	CYM400480
546	01049 A	Church Lane, Eaton, Norwich NR4 6NZ	Leasehold	DFL	NK381483
547	01050 A	Unit 22 Macdonald Business Park, Mayfields Avenue, Hemel Hempstead, Herts	Leasehold	DFL	HD493657
548	01051 A	10 Benfleet Road Benfleet, SS7 1QB	Leasehold	DFL	EX836480
549	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	DFL	K959352
550	01053 A	11 Station Road, Longfield, Kent DA3 7QD	Leasehold	DFL	U/R
551	01054 A	118 The Brent, Dartford Kent DA2 6DE	Leasehold	DFL	TT9989
552	01056A	29 Queen Street, Great Harwood, Blackburn Lancashire BB6 7SA	Leasehold	DFL	LAN95573
553	01057 A	341 Whalley New Road, Blackburn Lancashire BB1 9SR	Leasehold	DFL	LAN94165
554	01058 A	5 High Street Rishton, Blackburn Lancashire BB1 4JZ	Leasehold	DFL	LAN94478
555	01059 A	Unit 10 Yale Business Park, Bluestem Road, Ipswich IP3 9RR	Leasehold	DFL	SK338076
556	01060 A	52 High Street, Stevenage	Leasehold	DFL	HD497240
557	01061 A	4 Calcutta Road Tilbury Essex RM18 7QU	Leasehold	DFL	EX848536

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
558	1062 B	Laconia House, 6 Border Way/Jason Street, Liverpool L5 6TM	Leasehold	DFL	MS573299
559	1063A	Lusitania House, 444 Cherry Lane, Liverpool L4 8TT	Leasehold	DFL	MS573284
560	1064 A	2-4 Athol Street, Liverpool, L5 9TM	Leasehold	DFL	MS573295
561	1065 A	Unit 24, The Square, Westway Shopping Centre, Botley, Oxfordshire	Leasehold	DFL	ON290767
562	1067/A	23 Drury Road, Colchester Essex CO2 7UY	Leasehold	DFL	EX849901
563	01068 A	WJ Winn, Trenwith Terrace St Ives, Cornwall TR26 1QE	Leasehold	DFL	CL273274
564	01069 A	69 Fore Street Hayle Cornwall TR27 4DX	Leasehold	DFL	CL273014
565	01070 A	CJ Bryant, North Road Goldsithney Penzance Cornwall	Leasehold	DFL	U/R
566	01071 A	Marazion Funeral Services, Chapel of Rest, Blejyowek Yard, Back Lane, Marazion Cornwall TR17 0HE	Leasehold	DFL	U/R
567	01072 A/B	158 Melton Road, Leicester, LE4 5EE	Leasehold	DFL	U/R
568	01073 A/b	188 and 188a Hornchurch Road, Hornchurch, Havering, RM11 1QL	Leasehold	DFL	EGL571020
569	01074 A	76 Church Road, Ashord, Kent	Leasehold	DFL	SY788376
570	01075 A	32 Merton Way, Ponteland, Northumberland, NE20 9PS	Leasehold	DFL	ND165870
571	1076	175 Oldchurch Road Romford RM7 0BD	Leasehold	DFL	BGL79277
572	1077 A	Funeral Home and Chapel of Rest, Newbury, Gillingham, Dorset SP8 4QL	Leasehold	DFL	DT397110
573	1077 B	Coffin store, workshop and parking, Newbury, Gillingham, Dorset SP8 4AN	Leasehold	DFL	U/R
574	1079 A	17 Claremont Crescent Whitley Lodge Shopping Centre Whitley Bay NE26 3HL	Leasehold	DFL	TY492046
575	1080 A	16 Market Place, Long Eaton, Nottingham NG10 1LT	Leasehold	DFL	DY452297
576	1085A	13 Bedwywlyn Road, Ystrad Mynach, Hengoed, CF82 7AA	Leasehold	DFL	CYM50813
577	1086 A	5 The Bank Countesthorpe Leicester LE8 5RL	Leasehold	DFL	LT432396
578	1087 A	10 Gilda Parade, Whitchurch, Bristol BS14 9HY	Leasehold	DFL	BL123630

NO	BRANCH NO	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
579	1088 A	25 Blaby Road South Wigston Leics	Leasehold	DFL	LT433173
580	1089A	1261-1263 Pershore Road, Sturchley, Birmingham B30 2YT	Leasehold	DFL	WM977917
581	1090 A	21-23 North Road, Clacton on Sea, Essex CO15 4DA	Leasehold	DFL	EX857946
582	1091 A	29 Stoneycroft, Hemel Hempstead HP1 2QF	Leasehold	DFL	HD504601
583	1092 A	Shop 2 Ambassador House, Farnham Road, Slough	Leasehold	DFL	U/R
584	1093 A	494 Bradford Road, Batley, West Yorkshire WF17 5JY	Leasehold	DFL	WYK929294
585	1095 A	Unit 15, 23 St Andrews Shopping Centre, Droitwich	Leasehold	DFL	WR133934
586	1096 A	10 Fairway, Waltham, Grimsby DN37 0LU	Leasehold	DFL	HS360757
587	1098 A	63 Highfield Road, Blackpool, Lancashire, FY4 2JE	Leasehold	DFL	LAN116860
588	1099 A/B	23 Lower Gungate, Tamworth Staffordshire B79 7AT	Leasehold	DFL	SF571260
589	1102 A	3 Church Walk Shopping Centre, Walker, Newcastle upon Tyne NE6 3DW	Leasehold	DFL	TY495839
590	1103 A	44 Market Street, Kildsgrove Stoke on Trent	Leasehold	DFL	SF573784
591	1104 A	Unit 1B, Bentley Business Park, Dinnington South Yorkshire	Leasehold	DFL	SYK587280
592	1105 A	79 Preston Street Faversham Kent, ME13 8NU	Leasehold	DFL	K981255
593	1106 A	397 Harrogate Road, Chapel Allerton, Leeds, LS17 6DJ	Leasehold	DFL	WYK936440
594	1107 A/B	16 Dalestorth Road, Sutton in Ashfield, Nottinghamshire NG17 3AA	Leasehold	DF2L	NT474270
595	1108 A	27 Portland Street, Kirkby in Ashfield, Nottinghamshire NG17 7AB	Leasehold	DF2L	NT474268
596	1109 A	365 Nottingham Road, Mansfield, Nottinghamshire NG18 4SG	Leasehold	DF2L	NT474246
597	1110 A	Unit 4, 12 Ross Way, Shorncliffe Industrial Estate, Folkestone	Leasehold	DFL	K981486
598	1113 A	857 Honeypot Lane, Stanmore, Middlesex, HA7 1AR	Leasehold	DFL	AGL236918
599	1115 A	16 Cheriton High Street, Folkestone Kent	Leasehold	DFL	K982580

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
		CH19 4ER			
600	1116 A	21 Station Road, Bolsover, Chesterfield, Derbyshire S44 6BE	Leasehold	DFL	U/R
601	1117 A	37 Church Street, Caldewgate, Carlise, Cumbria CA2 5TL	Leasehold	DF2L	CU261926
602	1119 A	43 St Leonards Road, Windsor SL4 3BP	Leasehold	DFL	BK446270
603	1120 A/B	Unit 5 and Flat 28, St Olaves Precinct, Bury St Edmunds	Leasehold	DFL	SK333470
604	1121 A	Shop, Station Business Park, Horning Road West, Hoveton, Norfolk	Leasehold	DFL	NK414526
605	1122 A/B	13 Earls Street, Thetford, Norfolk IP24 2AB	Leasehold	DFL	NK414198
606	1123 A	2 Chapel Street, Oadby, Leicester, LE2 5AD	Leasehold	DFL	LT439861
607	1126 A	286 Handsworth Road, Sheffield S13 9BX	Leasehold	DFL	SYK593428
608	1127 A	8 Limehurst Square, Duston, Northampton NN5 6LP	Leasehold	DFL	NN308182
609	1128 A	15 North Street Leatherhead, Surrey, KT22 7AZ	Leasehold	DFL	SY798565
610	1129 A	84 High Street, Lincoln, LN5 7QW	Leasehold	DFL	LL330968
611	1130 A	Unit 3 Eurohouse, Bulwark Road, Chepstow, Gwent	Leasehold	DFL	CYM546337
612	1132 A	10 West Street, Portchester, Fareham PO16 9UZ	Leasehold	DFL	HP744392
613	1135 A	7 Station Parade, Balham High Road, London SW12 9AZ	Leasehold	DFL	TGL359493
614	1136 A	10 Magdelene Lane, Taunton, Somerset, TA1 1SE	Leasehold	DFL	ST296942
615	1137 A	1 High Street, Ixworth, Bury St Edmunds IP31 2HH	Leasehold	DFL	SK337870
616	1138 A	97 Swan Street, Sileby, Loughborough, Leicestershire, LE12 7NN	Leasehold	DF2L	LT443215 (and strip LT443806)
617	1139 A	5 Danvers Road, Mountsorrel, Loughborough, Leicestershire, LE12 7JG	Leasehold	DF2L	LT443213
618	1140 A	30 Forehill, Ely, Cambridgeshire, CB7 4AF	Leasehold	DFL	CB373402
619	1141 A	146 Wellingborough Road, Rushden, Northants NN10 9ST	Leasehold	DFL	NN309747
620	1142 A	185 Horninglow Street, Burton-on-Trent, Staffs DE14 1NG	Leasehold	DFL	SF579634
621	1143 A	7/9 James Street, Macclesfield, Cheshire, SK11 8BP	Freehold	DFL	CH611059 & CH609142
622	1144 A	Garages 92 James Street, Macclesfield, Cheshire, SK11 8BP	Freehold	DFL	CH611058

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
623	1145 A/B	145 High Street, Ryde, Isle of Wight PO33 2RE	Leasehold	DFL	IW75852
624	1146 A	Castle Hill Lodge, 13 Castle Moat Road, Huntingdon, Cambs PE29 3PG	Leasehold	DF2L	CB369861
625	1147 A	The Paddock, 44 Blenheim Road, Ramsey, Huntingdon, Cambridgeshire PE26 1AL	Leasehold	Henry Smith (Wandsworth) Limited	CB327283
626	1148 A	Unit 4, Cantay House, Ardler Road, Caversham, Reading RG4 5AE	Leasehold	DFL	BK450149
627	1149 A	50/51 The Market, Wrythe Lane, Rose Hill Carshalton, SM1 3HE	Leasehold	DFL	SGL730588
628	1150 A	37-39 Blackbull Road, Folkestone, Kent CT19 5QP	Leasehold	DFL	TT4016
629	1153 A	12 Albert Street, Ventnor Isle of Wight, PO38 1EZ	Leasehold	DF2L	IW77445
630	1154 A	160 High Street, Banstead, Surrey, SM7 2NZ	Leasehold	DFL	SY804129
631	1155 A	55-57 Rusper Road, Horsham, West Sussex, RH12 4BJ	Leasehold	DFL	WSX351129
632	1157 A	13 Carlton Road, Lowestoft, Suffolk NR33 0RU	Leasehold	DFL	SK343108
633	1158 A/B	43 Norwich Road, East Dereham, Norfolk NR20 2AS	Leasehold	DFL	NK423602
634	1159 A	19 High Street, Upton upon Severn, Worcestershire, WR8 0HJ	Leasehold	DF2L	WR142858
635	1160 A/B/C	1 High Street, Tewksbury, Gloucestershire	Leasehold	Malcolm J Presland Limited	GR335430
636	1161 A	Mortuary, London Lane, Upton upon Severn, Worcestershire	Freehold	DFL	WR32024
637	1162 A	Unit 9, Halton Shopping Centre, 245 Selby Road, Leeds, LS15 7JR	Leasehold	DFL	YY9215
638	1163 A	Pharmacy House, 69 London Road, Headington, Oxford OX3 9AA	Leasehold	DFL	ON231392
639	1164 A	Ground Floor, 10 The Parade, Oxford Road, Kidlington, Oxford OX5 1EE	Leasehold	DFL	ON304324
640	1165 A	Ground Floor, 142 Oxford Road, Cowley, Oxford OX4 2DZ	Leasehold	DFL	ON282064
641	1166 A/B	4 Elms Parade, Botley, Oxford OX2 9LG	Leasehold	DFL	U/R
642	1167 A	Unit 13 Blagrove Farm, Wootton, Abingdon, Oxfordshire OX13 6DE	Leasehold	DFL	U/R
643	1168 A	7 Saxon Court, Finedon Road Industrial Estate, Wellingborough, NN8 4RQ	Leasehold	DFL	NN312502
644	1169 A	915 Brighton Road, Purley, Surrey, CR8 2BP	Leasehold	DFL	SGL733466
645	1170 A	Unit 3, St John's House, Clyde Street, Bingley, BD16 4LD	Leasehold	DF2L	U/R

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
646	1171 A	1 Glayton Court, Falsgrave Road, Scarborough, YO12 5AW	Leasehold	DFL	NYK400010
647	1172 A	12 Hagley Road, Halesowen, West Midlands, B63 4RG	Leasehold	DFL	MM10409
648	1173 A	104 Fratton Road, Portsmouth, PO1 5BZ	Leasehold	DFL	PM26278
649	1174 A	187/188 Lewes Road Brighton, BN2 3LD	Leasehold	DFL	U/R
650	1175 A	72A High Street, Chislehurst, Kent BL7 4AQ	Leasehold	DFL	SGL734982
651	1176 A	Highland Place, 66 High Street, Wellington, Somerset, TA21 8RG	Freehold	DFL	ST124060
652	1177 A/B	95 Galmington Road, Taunton, Somerset TA1 5NP	Leasehold	Thomas Bros (Wellington and Taunton) Limited	ST293111
653	1178 A	141 Vicarage Road, Sunbury on Thames, Middlesex TW16 7QB	Leasehold	DFL	SY808275
654	1179 A	505 Stafford Road, Wolverhampton, WV10 6QE	Leasehold	DFL	MM15976
655	1180 A	Unit 22, Stokesley Road, Marton in Cleveland, Middlesbrough TS7 8DX	Leasehold	DFL	CE215465
656	1181 A	4 Tower Road, Ely, Cambridge, CB7 4HW	Leasehold	DFL	CB376385
657	1182 A	8a & 8b Sea Street, Herne Bay, Kent, CT6 8SP	Leasehold	DFL	TT1678
658	1183 A	1 & 3 Old Mill Road, Torquay, Devon, TQ2 6AU	Leasehold	DFL	DN634115
659		2a Beechroyd Terrace, Bingley, West Yorkshire, BD16 1EJ	Leasehold	DF2L	YY18439
660	1200 A/B	The Chilterns, 3A Field Rd, Thorne, Doncaster, South Yorkshire DN8 4AG	Freehold	DFL	SYK350353
661	1201 A/B	5-7 Brampton Rd, Wath Upon Dearne, Rotherham, South Yorkshire S63 6AN	Freehold and short leasehold	DFL DF2L (leasehold)	SYK28224 and SYK28795
662	1202 A/B	The Funeral Home, Doncaster Road, Mexborough, South Yorkshire S64 0JD	Freehold	DFL	SYK39610 and SYK404957
663	1203 A/B	Nethergate, Westwoodside, Lincolnshire DN9 2DR	Freehold	DFL	HS283714
664	1204 A/B	54, Barnsley Rd, Wombwell, Barnsley, South Yorkshire S73 8DJ	Freehold	DFL	SYK419264 and SYK419269
665	1205 A/B	73/75 Grove St, Retford, Nottinghamshire DN22 6LA	Freehold	DFL	NT283829 and NT378278
666	1206 A/B	43 West Street, Winterton, Scunthorpe, North Lincolnshire, DN15 9OG	Freehold	DFL	HS287163 & HS347743
667	1207 A	St John's Chapel of Rest, Bramston Street, Brighouse, West Yorkshire HD6 3AA	Freehold	DFL	WYK231855

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
668	1208 A	Parkfield Chapel of Rest, South Lane, Elland, West Yorkshire HX5 0HQ	Freehold	DFL	WYK607431 and WYK365417
669	1209 A/B	1 Main Street, Greasbrough, Rotherham, Yorkshire S61 4PX	Freehold	DFL	SYK92114
670	1210 A/B	36 Hoyland Road, Hoyland Common, Barnsley, Yorkshire S74 0PB	Freehold	DFL	SYK28739
671	1211 A/B	Brookfield House, Station Road, Clowne, Chesterfield, Derbyshire S43 4RW	Freehold	DFL	DY239446
672	1212 A	2 Thanet Street, Clay Cross, Chesterfield, Derbyshire S45 9JR	Freehold	DFL	DY250319
673	1213 A/B	33 Hazelhurst Lane, Stonegravel, Chesterfield S41 7LX	Freehold	DFL	DY134126
674	1214 A/B	15 Ringwood, Brimington, Chesterfield S43 1DF	Freehold	DFL	DY126354
675	1215 A	70 Redhill Drive, Castleford, West Yorkshire WF10 3EA	Freehold	DFL	WYK312840
676	1216 A/B	20 Smawthorne Lane, Castleford, West Yorkshire WF10 4EN	Freehold	DFL	WYK791117
677	1217 A	77 Queen St, Normanton, West Yorkshire WF6 1AF	Freehold	DFL	WYK723899
678	1218 A/B	36 Green Lane, Featherstone, Pontefract, West Yorkshire WF7 6JE	Freehold	DFL	WYK722453
679	1219 A/B	48 High Street, Upton, Pontefract, West Yorkshire WF9 1HQ	Freehold	DFL	WYK399330
680	1220 A/B/C	1-5 Prospect Rd, and 60 Trafalgar Street, Scarborough, North Yorkshire YO12 7JP	Freehold	DFL	NYK339308, NYK171548 and NYK125015
681	1221 A	13 Bridlington Street, Hunmanby, North Yorkshire YO14 0JR	Freehold	DFL	NYK258965
682	1220 A/B/C/D/E	5-7 Belle Vue St, Filey, North Yorkshire YO14 9HU	Freehold	DFL	NYK339307
683	1223 A/B	51 St John St, and land associated with 43 St John St Bridlington, North Humberside YO16 7NN	Freehold	DFL	HS115595 and HS50498 and U/R
684	12243 A/B/C	25 West Street, Bridlington, North Humberside YO15 3DX	Freehold	DFL	HS129840
685	1225 A/B	29 Minster Moorgate, Beverley, North Humberside HU17 8HP	Long Leasehold	DFL	YEA55330
686	1226 A/B	3 Princess Road, Malton, North Yorkshire YO17 0JP	Short leasehold	Yew Holdings Limited	U/R
687	1227 A/B	Albert Cottage, Outgang Rd, Pickering, North Yorkshire YO18 7EL	Freehold	DFL	NYK120573

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
688	1228 A/B	Glenrae, Roxby Rd, Thornton Dale, Pickering, North Yorkshire YO18 7SX	Freehold	DFL	NYK142913
689	1229 A	Easterfield House, 1 New Rd, Driffild, North Humberside YO25 5DL	Freehold	DFL	HS225428
690	1230 A/B	Millstone Cottage, 2 Church Rd, York, North Yorkshire YO41 1AA	Freehold	DFL	HS54467
691	1231 A/B	South Side, New Road Garage, Kirkbymoorside, York, North Yorkshire YO62 6DZ	Freehold	DFL	NYK158235
692	1232 A	Sheepfoot Hill, Norton Malton, North Yorkshire YO17 9AN	Short leasehold	Henry Naylor Funeral Directors Limited	Unregistered
693	1233 A	9-11 Buccleuch St, Barrow-In-Furness, Cumbria LA14 1SS	Freehold	DFL	CU126132 and CU235101
694	1234 A/B	154B, Station Rd, Bamber Bridge, Preston, Lancashire PR5 6TP	Freehold	DFL	LA931918
695	1235 A	94 Ripon Street, Preston, Lancashire PR1 7UJ	Freehold	DFL	LA922470, LA145795, and LA151415
696	1236 A/B	180 - 182 Eaves Lane, Chorley, Lancashire PR6 0AU and land on the west side of Buchanan Street, Chorley, Lancashire	Freehold and Long Leasehold	DFL	Freehold LA541920 and LA834761 Leasehold LA880022
697	1237 A	121 Long Street, Middleton, Manchester M24 6DL and 1 Rochdale Road, Middleton, M24 6DW	Freehold	DFL	MAN113047 and GM484000
698	1238 A/B	347 Hollinwood Avenue, New Moston, Manchester M40 0JX	Freehold	DFL	Freehold GM719434
699	1239 A	313 Washbrook, Chadderton, Lancashire OL9 8JL	Long Leasehold	Yew Holdings Limited	GM1541
700	1240 A/B	84-86, High St, Runcorn, Cheshire WA7 1JH	Freehold	DFL	Freehold (absolute) CH384092 Freehold (possessory) CH569410
701		St Blazey Chapel, Station Road, Par, Cornwall, PL24 2NF	Leasehold	DFL	TBC
Others					
702	1066 A	Units 2 (ground floor), 3, 4, 5 & 6 King Edwards Court, King Edwards Square, Sutton Coldfield B73 6AP	Leasehold	DFL	WM964534

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
703	1066 B	Unit 2 (first floor), King Edwards Court, King Edwards Square, Sutton Coldfield B73 6AP	Leasehold	DFL	TBC
704	07327	Blocks A & B, Elton park, Hadleigh Road, Ipswich, Suffolk,	Freehold (reversionary interest only)	JD Field & Sons Limited	SK51984
705	07557 B	House, 43 Witham Road, London SE20 7YB	Freehold	DFL	SGL63138
706		441,443 & 447 Gidlow Lane, Wigan, Greater Manchester	Long leasehold (reversionary interest only)	DFL	GM520340
707	7515 A/B/C/D	238 & 238a Grange Road, Plaistow, London E13 0HB	Freehold	DFL	EGL66319
Crematoria					
708	7507 A/E	Enfield Crematorium, 1272 Great Cambridge Road, London EN1 4DS	Long Leasehold	DFL	AGL260569
709	7507 B/D	Tottenham Cemetery, White Hart Lane, London N17	Long Leasehold	DFL	AGL260570
710	7507 C	Wood Green Cemetery, Wolves Lane, London N22	Long Leasehold	DFL	AGL260571
711	7510 A/B/C	South London, Cemetery, Streaton Park, Rowan Road, London, SW16 5JF, Meopham Road Mitcham and R/O 16 & 17 Hoylake Gardens	Freehold	DFL	SY45074 SY61938, SY61940 SGL23074 SY61941 SY61942 SY61937 TBC
712	7512 A	Brentwood Crematorium Ongar Road, Pilgrims Hatch, Brentwood, Essex, CM15 9RX	Freehold	DFL	EX636494
713	7515 A/B/C/D	East London Cemetery, Grange Road, Plaistow, London E13 0HB and 230A Grange Road	Freehold	DFL	EGL548849
714	7517	Fenland Crematorium Knights End Road March, Cambridgeshire PE15 0YJ	Freehold	DFL	CB346829
715	7518 A	Three Counties Crematorium High Garrett, Halstead Road, Braintree Essex	Leasehold	DFL	EX874397
716	7520 A/B/C	Surrey & Sussex Crematorium Balcombe Road, Crawley, West Sussex, RH10 3NQ	Freehold	DFL	WSX74577
717	7522 A/B	Wear Valley Crematorium, Coundon, Bishop Auckland, County Durham, DL14 8JZ	Leasehold	DFL	DU331310
718	7525 A	Sherwood Forest Crematorium, Newark Road, New Ollerton, Nottinghamshire, NG22 9PZ	Leasehold	DFL	NT488679
719	7527 A	East Lancashire Crematorium, Cemetery Road, Radcliffe, Bury, Greater	Leasehold	DFL	MAN204875

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
		Manchester			
720	7528 A	Charnock Richard Crematorium, Preston Road, Charnock Brow, Chorley, Lancs PR7 5JP	Leasehold	DFL	TBC
721	7530 A/B/C	Exeter and Devon Crematorium Topsham Road, Exeter, Devon, EX2 6EU and Bungalow	Long Leasehold	DFL	DN230742, DN587535 and DN474726
722	7535 A	Glyn Valley Crematorium, Turfdown Road, Bodmin, Cornwall PL30 4AN	Long Leasehold	DFL	CL85343
723	7538 A/D	Weston-Super-Mare Crematorium, Ebdon Road, Weston-Super-Mare and Highfield House	Leasehold	DFL	ST294824
724	7539 A	Mendip Crematorium, Old Wells Road, Croscombe, Shepton Mallett, Wells Somerset BA5 3RR	Leasehold	DFL	WS64101
725	7540 A/C/D/E	Oxford Crematorium Bayswater Road, Headington, Oxford, Oxon, OX3 9RZ	Freehold	DFL	ON97318
726	7545 A	Counties Crematorium, Towcester Road, Milton Malsor, Northants, NN4 9RN	Freehold	DFL	NN101300
727	7550 A/B	Chichester Crematorium Westhampnett Road, Chichester, West Sussex, PO19 4UH	Long Leasehold	DFL	SX147792
728	7555 A/B	Grantham Crematorium, Harrowby Road, Grantham, Lincolnshire, NG31 9DT	Long Leasehold	DFL	LL220652
729	7557 A/C	Beckenham Crematorium Cemetery Elmers End Road, Beckenham, Kent, BR3 4SZ	Freehold	DFL	K853617
730	7558 A	Basingstoke Crematorium, Stockbridge Road, North Waltham, Basingstoke, Hants, RG25 2BA	Long Leasehold	DFL	HP568768
731	7560 A/B/C/D/E/F	Randalls Road Crematorium, Randalls Road, Leatherhead, Surrey, KT22 0AG	Freehold	DFL	SY561586 SY525725
732	7564 A	Telford Crematorium, Woodhouse Lane, Watling Road, Telford, Shropshire TF2 9NJ	Long Leasehold	DFL	SL91512
733	7570 A	Birmingham Crematorium 389 Walsall Road, Perry Barr, Birmingham, B42 2LP	Freehold	DFL	WK206618
734	7572 A/B	Loughborough Crematorium, Leicester Road, Loughborough, Nottinghamshire, LE11 2AF	Long Leasehold	DFL	LT261450
735	7573 A	Wyre Forest Crematorium, Minster Road, Stourport on Severn, Worcs DY13 8DE	Leasehold	DFL	WR144933
736	7574 A	Nuneaton Crematorium, Off Eastboro Way, Nuneaton, West Midlands	Long leasehold	DFL	WK359373

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
737	7575 A	Lancaster and Morecombe Crematorium Powderhouse Lane, Lancaster, Lancs, LA1 2TT	Freehold	DFL	LA724195
738	7576 A	Haltemprice, Main Street, Willerby, Hull HU10 6NS	Freehold	DF2L	HS273051
739	7577 A/B	East Riding, Langtoft YO25 3BL	Freehold	DF2L	HS265215
740	7585 A/B	Norwich Crematorium 75 Manor Road, Horsham St Faith, Norwich, NR10 3LF	Freehold	DFL	NK204768 NK471 and NK288446
741	7587 A	Earlham Crematorium Earlham Road, Norwich	Long Leasehold	DFL	NK205306
742	7590 A	Hawkinge Crematorium Aerodrome Road, Folkestone, Kent CT18 7AG	Long Leasehold	DFL	K792106 K831032
743	7595 A/B/C	Downs Crematorium, Hartington Road, Brighton, BN2 3PL	Freehold	DFL	ESX266094
Scotland					
Funeral homes/Depots					
1	0001 A/B	5+7 Civic Square, Tranent	Leasehold	DFL	
2	0004 A	30 Rosebank Place, Aberdeen, AB11 2XN	Freehold	DFL	
3	0005 A	133 King Street, Aberdeen, AB24 5AE	Freehold	DFL	
4	0007 A	20 Atholl Street, Perth, PH1 5NP	Freehold	DFL	
5	0007 B	44 Barossa Street, Perth	Leasehold	Assumed DFL	
6	0008 A/B	Newlands House, Bridgend, Perth, PH2 7HB	Freehold	DFL	
7	0012 A	30 Ladysmill, Grangemouth Road, Falkirk, FK2 9AU	Freehold	DFL	
8	0015 A	79 Prestwick Road, Ayr KA8 8LH	Leasehold	DFL	
9	0017 A	82 Stonefield Road, Blantyre, Glasgow, G72 9SA	Freehold	DFL	LAN44590
10	0391 A/B/C	94-104 Annan Road, Dumfries, DG1 3EQ	Freehold	DFL	
11	0477 A	42 Upperkirkgate, Aberdeen AB10 1BA	Leasehold	DFL	
12	0490 A	745 Clarkston Road, Muirend, Glasgow, G44 3XA	Freehold	DFL	REN58852
13	0494 A	3 Meadow Place Road, Corstophine, Edinburgh EH12 7TZ	Leasehold	DFL	

NO	BRANCH NO	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
14	0506 A	6 Union Street, Kilmarnock, Strathclyde, KA3 1AW	Freehold	DFL	
15	0506 B	Garage 6 Morton Place, Kilmarnock, Strathclyde, KA1 2AY	Freehold	DFL	
16	0506 C	Church Halls, Union Street, Kilmarnock	Freehold	DFL	AYR 33275
17	0506 D	44 Soulis Street, Kilmarnock, KA3 1AP	Leasehold	DFL	
18	0511 A	283-285 Great Northern Road, Woodside, Aberdeen, AB24 2AE	Freehold	DFL	
19	0531 A	7 Gallowgate Lane, Largs KA30 8BE	Leasehold	DFL	
20	0532 A/B	2 Winton Street, Saltcoats, KA21 5BN	Freehold	DFL	
21	0533 A/B/C	105 Glaisnock Street, Cumnock, Ayrshire, KA18 1JS	Freehold	DFL	
22	0534 A	115 Templehill, Troon, KA10 6BQ	Freehold	DFL	
23	0537 A/B	22/24 Perth Road, Dundee	Leasehold	DFL	
24	0538 A	24/26 Victoria Street, Dundee DD1 4LN	Leasehold	DFL	
25	0540 A/C/D	2b 4 and 8 Taylor Gardens, Leith, Edinburgh EH6 6TG	Leasehold	DFL	
26	0541 A	29a Hopetoun Road, South Queensferry, Edinburgh EH30 9RH	Leasehold	DFL	
27	0542 A	31 East Princes Street, Helensburgh G84 7DE	Leasehold	DFL	
28	0546 A	1/3 North Road, Bellshill, ML4 1QU	Freehold	DFL	LAN101703
29	0547 A	15 Hamilton Sreet, Carluke, ML8 4HA	Leasehold	DFL	
30	0548 A/B	259 Glasgow Road, Blantyre, G72 0YS	Freehold	DFL	
31	0776 A	49 Main Street, Davidson Mains, Edinburgh EH4 5BZ	Leasehold	DFL	
32	0857	10/12 London Street, Larkhall	Leasehold	DFL	
33	0858	1 Bakers Brae, Lesmahagow, Lanark ML11 0EP	Leasehold	DFL	
34	0859 A/B	10 Woodstock Road, Lanark ML11 7DH	Leasehold	DFL	
35	0865 A	18 Waverley Place, Waverley Lane, Aberdeen AB10 1XH	Leasehold	DFL	

NO	BRANCH NO	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
36	0866 A	2 High Street, Banchory, Kincardineshire, AB31 5RP	Freehold	DFL	
37	0868 A	5 Arbuthnott Place, Stonehaven, Kincardineshire, AB39 2JA	Freehold	DFL	KNC544
38	0877 A	2071 Paisley Road West, Glasgow G52 3JH	Leasehold	DFL	
39	0885 A	110 Maryhill Road, Glasgow G20 7QS	Leasehold	T & R O'Brien Ltd	
40	0885 B	9 Clarendon Street, Glasgow	Leasehold	T & R O'Brien Ltd	
41	0886 B	3-5 Rannoch Drive, Bearsden, Glasgow G61	Leasehold	DFL	
42	0886 C	676-676A Edinburgh Road, Glasgow G33 3PU	Leasehold	DFL	
43	0888 A	584 Maryhill Road, Glasgow G20 7ED	Leasehold	DFL	
44	0907 A	154 Cumbernauld Road, Stepps, Glasgow G33 6HA	Leasehold	DFL	GLA135766
45	0932 A	24/26 Swanfield, Leith, Edinburgh EH6 5RX	Leasehold	DFL	
46	0961A	Carrs Croft, 36 Priory Place, Perth	Freehold	DFL	PTH4401
47	0961B	2 Car Parking Spaces, Carrs Croft, Perth	Leasehold	DFL	
48	0962 A/B/C	102/104 Cumbernauld Place, Muirhead, Glasgow	Freehold	DFL	
49	0974 A	1101 Argyle Street, Glasgow, G3 8ND	Freehold	DFL	U/R
50	0975 A	244 Anniesland Road, Anniesland, Glasgow G13 1XA	Long Leasehold	DFL	U/R
51	0976	56 Drymen Road, Bearsden, Glasgow, G61 2RH	Leasehold	DFL	
52	0977 A	7 Kilbowie Road, Hardgate, Clydebank G81 6QS	Freehold	DFL	DMB 14580
53	0979 A	280 Kinfauns Drive, Drunchapel, Glasgow G14 9DB	Freehold	DFL	GLA 148259
54	0980 A	9 Kenmure Avenue, Bishopbriggs, Glasgow G64 2RG	Leasehold	DFL	U/R
55	0981 A/B	Sulis House, 69 Minerva Street, Glasgow G3 8LE	Leasehold	DFL	U/R
56	0991 A	17 Church Hill Place, Edinburgh, EH10 4BE	Leasehold	DFL	

NO	BRANCH NO	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
57	0994 A/B	64 & 68 Carron Road, Bainsford, Falkirk, FK2 7RR	Freehold	DFL	
58	1046 A/B8	131 West Blackhall Street , Greenock, Renfrewshire PA15 1YD	Freehold	DFL	REN103894
59	1055 A	Chapel of Rest, Watchhill, Annan	Freehold	DFL	DMF21399
60	1081 A	62 High Street, Cnelf	Leasehold	DFL	
61	1082 A	51 Macalpine Road, Dundee, DD3 8RE	Leasehold	DFL	
62	1083 A	10 Commercial Road, Hawick, Roxburghshire, TD9 7AQ	Leasehold	DFL	
63	1084 A	Strathleven Place Funeral home, 90 Church Street, Dumbarton, G82 1QA	Freehold	DFL	
64	1097A/B	Fishcoates, 9 Fishcoates Avenue, Rutherglen, Glasgow G73 5AX	Freehold	DFL	
65	1111 A	4 Newlands Lane, Buckie, Banffshire AB56 1PB	Freehold	DF2L	BNF7860
66	1112 A	99-103 Main Street, Buckie, Banffshire AB56 1XT	Freehold	DF2L	BNF7878
67	1114 A	1 Polton Street, Bonnyrigg, Midlothian, EH19 3HB	Leasehold	DFL	
68	1124 A	1D Market Place, Dunvegan Road, Portree, Isle of Skye, IV51 9HH	Freehold	DF2L	INV28810
69	1133 A	18 Muirhall Road, Larbert, Stirlingshire, FK5 4AP	Leasehold	DFL	
70	1134 A	Blackwells Street, Dingwall, Ross-Shire, IV15 9NW	Freehold	DF2L	ROS13872
71	1156 A	13-21 Church Street, Port Glasgow, PA 14 5EH	Leasehold	DFL	
72		26A Station Road, Kyle of Locash	Leasehold	DFL2	
Others					
73	07580 C	House 17 Buddon Drive Monifeth Angus	Freehold	DFL	
Crematoria					
74	7565 A	Holmsford Bridge Crematorium Gorsehill Mount, Dreghorn, Holmsford, Irvine, KA11 4EF	Freehold	DFL	AV13833
75	7580 A/B	Dundee Crematorium MacAlpine Road, Dundee	Freehold	DFL	ANG19695

NO	BRANCH NO.	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
76	7582 A	Holytown Crematorium and Memorial Gardens, Holytown, North Lanarkshire	Leasehold	DFL	LAN 177154
77	7583 A/B/C	Moray Crematorium, Lennox Crescent, Fochabers, Moray IV32 7ES, Broadley farm house, Broadley Enzie	Freehold	DFL	BNF6284
Northern Ireland					
Funeral Homes/Depots					
1	1039 A/B	334 - 338 Ravenhill Road, Belfast, County Antrim, BT6 8GL	Freehold and long leasehold	DFL	DN171541L & DN170053
2	1040	395-401 Shankhill Road, Belfast, County Antrim, BT13 3AF	Leasehold	DFL	AN169377L
3	1041	324-326 Woodstock Road, Belfast, County Antrim, BT6 3NU	Leasehold	DFL	AN166994L
4	1042 A/B	298 Shore Road, Whitehouse, Newtonabbey, County Antrim, BT38 8BL	Leasehold	DFL	AN169376L
5	1043 A	4a & 4b Holborn Avenue, Bangor, County Down, BT20 5EH	Leasehold	DFL	U/R
6	1044 A	14 Scotch Quarter, Carrickfergus, County Antrim, BT38 7DP	Leasehold	DFL	AN169374L
7	1100 A	150A Kings Road, Belfast BT05 7EJ	Leasehold	DF2L	DN184096 L
8	1101 A	39/41 Church Street, Newtonards, Co Down BT23 4AN	Leasehold	DF2L	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 AND 30 JULY 2013**

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 (*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 with the payment and discharge of the Secured Sums, by way of legal mortgage all the Chargor's right, title and interest from time to time in the Mortgaged Property other than any of the Related Rights in respect of the Mortgaged Property assigned pursuant to clause 2 2 (*Assignments*) below

2.2 Assignments

The Chargor hereby assigns with full title guarantee by way of security to the Security Trustee as security trustee for the Senior Finance Parties with the payment and discharge of the Secured Sums all the Chargor's rights, title and interest from time to time in and to (subject to obtaining any necessary consent to such assignment from any third party) all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future in order to enable the Security Trustee to protect its rights thereunder or under this Deed) entered into by or given to the Chargor in respect of the Mortgaged Property, including all

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

relating to all or any part of the Mortgaged Property

3. REQUEST TO THE CHIEF LAND REGISTRAR

The Chargor hereby applies to the Chief Land Registrar to enter the following restriction in the Proprietorship register of any property which is, or is required to be, registered forming part of the Mortgaged Property

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated _____ in favour of BNY Mellon Corporate Trustee Services Limited referred to in the charges register "

4. NOTICES OF ASSIGNMENT

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

5. FURTHER ADVANCES

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

6. DELIVERY OF TITLE DOCUMENTS

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

7. RELEASE OF SECURITY

7.1 Redemption of Security

Upon the Secured Sums being discharged in full and none of the Senior Finance Parties being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargors or any other person under any Senior Finance Documents, the Security Trustee shall, at the request and cost of the Chargor, release and cancel the security constituted by this Mortgage and procure the reassignment to the Chargor of the property and assets assigned to the Security Trustee pursuant to this Mortgage, 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 Mortgage 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 is 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 Mortgage 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 AND 30 JULY 2013**

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 MORTGAGE 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 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 Senior Finance Parties with the payment and discharge of the Secured Sums all the Mortgagor's rights, title and interest from time to time in and to (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 Senior Finance Party is under an obligation to make further advances to the Obligors and that obligation will be deemed to be incorporated into this Mortgage as if set out in this Mortgage

5 2 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 Mortgagor shall upon the execution of this Deed deliver (or procure delivery) to the Security Trustee of, and the Security Trustee shall be entitled to hold and retain, all deeds, certificates and other documents of title relating to the Mortgaged Property

7. RELEASE OF SECURITY

7.1 Redemption of Security

Upon the Secured Sums being discharged in full and none of the Senior Finance Parties 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 Senior Finance Documents, the Security Trustee shall, at the request and cost of the Mortgagor, release and cancel the security constituted by this Mortgage and procure the assignment, discharge and surrender to the Mortgagor of the property and assets demised to the Security Trustee pursuant to this Mortgage, 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 Mortgage 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 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 Mortgage 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
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SCHEDULE 5: TRADE MARKS LICENCE

This **LICENCE AGREEMENT** (this "**Agreement**") is made and entered into effective as of the [•] day of December, 2002, by and between SCI UK Investments Limited, a company organized under the laws of England and Wales (Company number 04320764) ("**Licensor**"), and Dignity Funerals Limited, a company organised under the laws of England and Wales (Company number 00041958) ("**Licensee**")

RECITALS:

WHEREAS, Licensor is the owner of certain trademarks, trade names and servicemarks which the Licensee desires to license from Licensor solely for use in the United Kingdom and the Channel Islands (the "**Territory**"), and

WHEREAS, Licensor is amenable to providing such licence to Licensee, upon and subject to the terms and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants and agreements made hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted by the parties, Licensor and Licensee do hereby agree as follows

AGREEMENTS

1. GRANT OF LICENCE

1.1 Licence

Subject to the terms of this Agreement and in consideration of the sum of £1 now paid by the Licensee to the Licensor (receipt of which the Licensor hereby acknowledges), Licensor hereby grants to Licensee, and Licensee hereby accepts, an exclusive unlimited in time licence (the "**Licence**") to use those trademarks, trade names and service marks as set forth on Exhibit A attached hereto (individually and collectively, the "**Licensed Marks**") solely for use in the Territory in connection with the goods and services in respect of which the Licensed Marks are registered from time to time, the foregoing uses being hereafter referred to as the "**Permitted Uses**". Licensee shall use Licensee's best efforts to exploit the rights herein granted consistent with the high standards and prestige represented by the Licensed Marks

1.2 Sub-licensing/Assignment

- (a) Licensor hereby agrees that Licensee may sub-licence any member of the Licensee's Retained Group to use the Licensed Marks in the Territory for the Permitted Uses during this Agreement on the same terms and conditions as this Agreement. In this Agreement, "**Licensee's Retained Group**" means the Licensee's subsidiaries and subsidiary undertakings from time to time, any holding company of the Licensee and all other subsidiaries or subsidiary undertakings of any such holding company
- (b) Licensee may only sub-licence an unrelated party to use the Licensed Marks (i) where the Licensee sells or assigns its business as a going concern in whole or in part or if it franchises its business, in each case for arm's length consideration, or (ii) with the

consent of the Licensor such consent not to be unreasonably withheld Licensee shall not otherwise sub-license the rights under this Agreement

- (c) Licensee may only assign the Licence to an unrelated party as part of the sale of the company as a going concern with the prior consent of the Licensor which will not be unreasonably withheld or delayed

1 3 Limited Use

- (a) Licensee shall have no right under this Agreement to use the Licensed Marks for anything other than Permitted Uses
- (b) Licensee shall be bound by, and comply with as though it is a party to the agreement between Licensor and Mr Stephen Terence Dale, dated 4 September 1997, a copy of which is attached to this Agreement and marked "Exhibit B"
- (c) Licensee shall not have the right to use the Licensed Marks outside the Territory except where an independent third party from a country within the European Union, without any active advertising or encouragement on the part of the Licensee, approaches or contacts the Licensee seeking to use the Licensee's goods or services and it would be unreasonable to expect the Licensee to avoid using the Licensed Marks in providing goods or services to the third party For the avoidance of doubt, the use by Licensee of the Licensed Marks on a web site operated by Licensee in accordance with this Agreement shall not constitute a breach of this section
- (d) Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree that nothing in this Agreement shall be deemed to limit the Licensor's right to use or license others to use the Licensed Marks outside the Territory, or the advertisement of Licensor's or such other licensee's goods or services sold or rendered outside the Territory

2. QUALITY CONTROL

2 1 Standards

The Permitted Uses shall be carried out by Licensee at all times in accordance with first class quality standards in the relevant industry and consistent with the high standards currently used for the services rendered by Licensor's subsidiaries and subsidiary undertakings, any holding company of the Licensor and all other subsidiaries or subsidiary undertakings of any such holding company (the "**Licensor's Retained Group**") under the Licensed Marks To ensure that such quality is maintained, Licensee shall allow representatives of Licensor to inspect from time to time upon request by Licensor, during normal business hours and without unreasonable interruption to Licensee's operations, Licensee's premises, operations and information that is not confidential to the Business

2 2 Approvals

Licensee shall at all times comply with the British Codes of Advertising and Sales Promotion and appropriate equivalent codes and standards with regard to any advertising, promotional and publicity copy, exploitation materials and printed or graphic matter of any kind in respect of the Permitted Uses on which the Licensed Marks appear (all of the foregoing being hereinafter individually and collectively called "**Marketing Materials**")

- 2 3 If, in the reasonable opinion of either party's lawyers that it is necessary in order to protect the validity of any of the Licensed Marks or either party's interest in them, then whenever the Licensed Marks are used by the Licensee, whether in association with Marketing Materials or otherwise, such use shall be accompanied by use of the TM sign in the case of unregistered marks and by the ® sign in the case of registered marks together with appropriate wording to indicate that the marks are being used under licence from the registered proprietor of the Licensed Marks

2 4 **Other Marks**

Licensee shall not, at any time during this Agreement, make use of, or allow any other person to make use of, any trademark or other sign which is confusingly similar to any of the Licensed Marks

3. **PROTECTION OF THE LICENSED MARKS**

3 1 **Uses of the Licensed Marks by Licensee**

Licensee may use the Licensed Marks (such use in domain names to be limited to the country code top-level domain, co.uk, and any other top level domain name (eg .com) if the name has a clear and unambiguous UK designation (e.g. DignityUK.com) in the absence of the prior written consent of the Licensor, such consent not to unreasonably withheld or delayed) in connection with the Permitted Uses in accordance with the terms of this Licence. If the Licensee wishes to develop and adapt the Licensed Marks or to join any words or symbols with the Licensed Marks to form a new designation then at the request and cost of the Licensee the Licensor will apply for and prosecute such application in its own name at the UK Trade Marks Registry and on grant of the registration the mark will be added to Exhibit A

3 2 **Infringement by Others**

Licensee shall have, the rights and remedies provided in section 31 of the Trade Marks Act 1994 (UK) and shall be entitled to exercise those rights and remedies in the same way as Licensor. In the event that Licensee learns of any infringement of the Licensed Marks or of any use by any person of a designation similar to the Licensed Marks, Licensee shall promptly notify Licensor of such infringement, or use. If requested to do so by Licensor, Licensee shall cooperate with Licensor in all reasonable respects including without limitation, at its own cost, by being a plaintiff or co-plaintiff in any one or more lawsuits in connection therewith and by causing Licensee's officers or other representatives to execute pleadings and other related documents and to prosecute the lawsuit in a diligent manner. If the Licensee fails to take such action within 14 days of being requested to do so by the Licensor the Licensor may, at its sole discretion

- (a) conduct the lawsuit itself, or
- (b) refer the matter to independent senior counsel experienced in intellectual property matters (the actual identity of whom the parties shall seek to agree but if no agreement can be reached between the parties, such counsel shall be appointed by the President, for the time being, of the Bar Council. If such senior counsel determines that there are reasonable prospects of success in such a proceeding the Licensee shall, at its own cost, take action immediately and shall prosecute the lawsuit in a diligent manner. Any applications to such senior counsel shall otherwise be conducted in accordance with the provisions of clause 8 hereof save that any hearing will take place in London, England.

3.3 Defence of Licensed Marks

Licensee shall cooperate with Licensor upon request to obtain, maintain, enforce and defend any rights of Licensor to the Licensed Marks. In that regard, Licensee shall, at its own cost, execute and deliver such documents, consents and affidavits and shall take such other action, including giving testimony, as may be reasonably requested by Licensor or its counsel for such purpose. Licensor shall, to the extent that if it is the only party able to do so, take all reasonable steps necessary to protect and defend the registration of the Licensed Marks against any challenge including any application for revocation or invalidity. If the Licensor's assistance is required in opposing any application for marks or devices which are the same as or similar to the Licensed Marks and which, if registered, would cause damage to or effect the goodwill of the Licensed Marks and their exclusivity and the Licensee cannot, without the assistance of the Licensor, prosecute such opposition then the Licensor shall, at the Licensee's cost, provide such assistance as is necessary in such opposition.

3.4 Registration

Licensee agrees it will forthwith register as Licensee at the UK Trade Marks Registry in respect of those marks that are registered. Licensee will pay for all registration and renewal fees for the Licensed Marks.

3.5 Licensee's Estoppels

Licensee acknowledges and agrees that (a) Licensee shall acquire no ownership rights to the Licensed Marks by virtue of the Licence granted pursuant to this Agreement, (b) Licensee acquires no other rights to the Licensed Marks except as expressly set forth in this Agreement, (c) Licensee shall not do anything which impairs the ownership or any registration of the Licensed Marks by Licensor, or any applications of Licensor to register the Licensed Marks, or the validity of the Licensed Marks, in each case with respect to rights, registrations or applications in any country of the world, and (d) Licensee shall not register or apply to register the Licensed Marks or any other designation similar thereto anywhere in the world.

3.6 The Licensor acknowledges and agrees that the Licensee will obtain and retain the ownership in and the goodwill of the underlying businesses which are operated under the Licensed Marks. The Licensee acknowledges and agrees that the Licensor will obtain and retain the ownership of and the benefit of the use of the Licensed Marks including that which arises during the course of the Agreement.

3.7 If Licensor decides not to renew an existing registration for any of the Licensed Marks it will provide Licensee with written notice of such decision within a minimum of 3 months of the due date of renewal. The Licensor shall then, on request and at the cost of the Licensee, assign the relevant Licensed Mark to the Licensee for the nominal sum of £1.

4. INDEMNITY

4.1 Licensee hereby save and hold Licensor, and their respective officers, directors, employees, agents and representatives, harmless of and from and indemnify them against any and all losses, liabilities, claims, demands, damages, costs and expenses (including, but not limited to, reasonable attorney's fees and expenses) paid, imposed on or suffered or incurred by them or any of them for or by reason of any acts or omissions (including, but not limited to, negligent acts or omissions) committed or suffered during this Agreement by Licensee or any member of Licensee's Retained Group, assignees or sub-licensees or their respective servants,

agents or employees or arising from or related to, directly or indirectly, Licensee's, or the assignee's or sub-licensee's, use of the Licensed Marks

4 2 If any proceeding shall be brought or asserted under this Section against an indemnified party in respect of which indemnity may be sought under this Section, the indemnified party shall give prompt notice of such proceeding to the Licensee who shall assume the defence thereof, including the employment of counsel reasonably satisfactory to the indemnified party. The Licensee shall not settle or compromise any proceeding which may affect the validity of the Licensed Marks without the indemnified party's prior written consent.

4 3 The provisions of this Section shall survive the expiration or termination of this Agreement.

5. DEFAULTS

Each of the following shall constitute an "Event of Default" pursuant to this Agreement:

- (a) Licensee uses the Licensed Marks in a manner which has, or is likely to have a material adverse effect on the high standards and prestige of the Licensed Marks and it fails to remedy that breach within 30 days of having been given notice to do so by the Licensor,
- (b) If the Licensee goes into insolvent liquidation and the liquidator has not, within 18 months of the winding up order having been made against the Licensee, sold the business, subject to the Licence as a going concern, or
- (c) Licensee challenges or contests any of the Licensor's rights in and to the Licensed Marks or assist any third party in challenging any such rights.

Upon the occurrence of any Event of Default, Licensor may exercise any or all rights and remedies provided under this Agreement and applicable law (subject as may be otherwise provided in this Agreement), including without limitation the right to terminate this Agreement subject to Section 6 2 by giving notice of such termination to the Licensee.

6. RIGHTS ON TERMINATION

6 1 Upon the termination of this Agreement in accordance with Section 5(c) above, the Licence and the restrictions on Licensor's use of the Licensed Marks shall terminate, and Licensee shall cease to have any further right to use the Licensed Marks, provided, however, that nothing in this Section shall relieve any party from liability for any breach of this Agreement.

6 2 On termination of this Agreement on any ground other than that set out in Section 5(c) above, the Licensor shall allow a period of 6 months for re-branding and for removal of all references to the Licensed Marks from any trade name or corporate name or domain name or otherwise. For the avoidance of doubt, during this 6 month period the relevant Licensee shall have an exclusive licence to use the Licensed Marks for the Permitted Uses in the Territory.

7. NOTICES

All notices, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been duly given when (i) delivered personally, (ii) sent by telecopier (with receipt confirmed), provided that a copy is mailed by certified mail, return receipt requested, or (iii) received by the addressee, if sent by Express Mail, Federal Express or other express delivery service (receipt requested) or by certified mail, return receipt requested, in each case to the other party at the following addresses and facsimile numbers (or to such other

address or facsimile number for a party as shall be specified by like notice, provided that notices of a change of address or telecopier number shall be effective only upon receipt thereof)

if to the Licensor, to
SCI Management LP
1929 Allen Parkway
94 The Parade
Houston Texas USA 77019-250
Attn. Mr Harry Loring

if to Licensee, to.
Dignity Funerals Ltd
3rd Floor, Plantsbrook House
West Coldfield
West Midlands
B72 1PH

8. GOVERNING LAW AND ARBITRATION

- 8 1 This Agreement, including the agreement to arbitrate set forth below, and the documents and the documents to be entered into pursuant to it, shall be governed by and construed in accordance with the laws of England and Wales
- 8 2 All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The arbitration proceedings shall be held in New York City, New York, USA
- 8 3 Any award rendered pursuant to arbitration in New York under clause 8 2 shall be governed by the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958
- 8 4 The language of the arbitration shall be English
- 8 5 The arbitrators shall have the authority to award all forms of relief determined to be just and equitable, provided, however, that the arbitrators shall have no authority to award punitive or exemplary charges, or any other monetary damages not measured by the prevailing party's actual damages
- 8 6 Any arbitral award rendered pursuant to this clause shall be final and binding on the parties and may be enforced in any court of competent jurisdiction
- 8 7 Before an arbitration pursuant to this provision has been convened, any party may seek from any court of competent jurisdiction interim or provisional injunctive relief. Such interim or provisional relief may subsequently be vacated, continued or modified by the arbitration on the application of any party
- 8 8 The arbitrators shall have the power to grant reasonable document discovery
- 8 9 The costs of arbitration shall in principle be borne by the unsuccessful party. However, the arbitrators may apportion each of such costs between the parties if they determine that appointment is reasonable taking into account the circumstances of the case

9. MISCELLANEOUS

9 1 Entire Agreement

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the transactions contemplated hereby, and supersedes all prior agreements, proposals, representations, arrangements or understandings, written or oral, with respect thereto

9 2 Waivers and Amendments

This Agreement may be amended, modified, superseded, canceled, renewed, extended or waived only by a written instrument signed by the party against whom such amendment, modification, waiver or other matter is sought to be enforced

9 3 No Partnership

Nothing herein shall be construed to constitute the parties hereto as partners or as joint venturers, nor either party as agent of the other, and neither party shall have the power to bind or obligate the other, except as may be otherwise specifically provided in this Agreement

9 4 Unenforceability

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, such provision shall be fully severable, and (1) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part thereof, and (2) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible

9 5 No Third Party Rights

This Agreement does not create any right under the Contracts (Rights of Third Parties) Act of 1999 which is enforceable by any person who is not a party to it

9 6 Headings, Etc.

The headings and captions contained in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement Unless the context otherwise specifically requires, words implying the singular include the plural and vice versa. The terms "hereunder," "hereto," "herein" and similar terms relate to this entire Agreement and not to any particular paragraph or provision of this Agreement The term "including" as used herein means "including by way of example only and not by way of limitation "

9 7 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument,

9 8 Joint and Several Obligations

Except where clearly otherwise required by the context, all obligations of Licensee and its sub-licensees under this Agreement, whether of payment or performance, shall be joint and several

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written

LICENSOR

DIGNITY

By

Name

Title

LICENSEE

DIGNITY FUNERALS LIMITED

By

Name

Title

EXHIBIT A
LICENSED MARKS

Jurisdiction	Trade mark	Registration No	Class
United Kingdom	Dignity	212024	36, 42
United Kingdom	Dignity PERSONAL FUTURE CARE PLANS	212024	36, 42
United Kingdom	HERITAGE/heritage	141608	42
United Kingdom	Chosen Heritage	129248	42
United Kingdom	NATIONAL FUNERAL TRUST and DEVICE	216674	36, 42
United Kingdom	CHOSEN HERITAGE	141608	42
United Kingdom	CHOSEN HERITAGE	144423	36
United Kingdom	Device Only	212024	36, 42
United Kingdom	Dignity CARING FUNERAL SERVICES	227871	20, 36, 42
United Kingdom	THE DIGNITY PLAN	201730	36, 42
United Kingdom	DIGNITY	201730	36, 42
United Kingdom	CARING LADY	203336	42
United Kingdom	FUNERAL SERVICE RESEARCH	2069004A	16
United Kingdom	FUNERAL SERVICE RESEARCH	2069004B	35, 42
United Kingdom	KENYON AIR TRANSPORTATION Device	214809	39, 41, 42
United Kingdom	CHILDREN IN FOCUS	214787	16, 41, 42
United Kingdom	WHITE LADY FUNERALS	158558	42
United Kingdom	FREEDOM	213036	42
United Kingdom	SIMPLICITY	130356	42
United Kingdom	SIMPLICITY	141609	42
CTM	Trees Device	56617	36, 42
CTM	DIGNITY + Trees Device	56615	36, 42
CTM	DIGNITY PERSONAL FUNERAL PLANS	57834	36, 42
CTM	DIGNITY	143833	20, 36, 42

EXHIBIT B
LICENCE WITH MR STEPHEN TERENCE DALE

**SCHEDULE 6: FORM OF NOTICE OF ASSIGNMENT AND RECEIPT OF ACQUISITION
AGREEMENT CLAIMS**

To [*Vendor*]

[*date*]

Dear Sirs,

We refer to the Sale and Purchase Agreement dated [***] made between yourselves (1) and [***] (2) relating to the sale of the shares of [***] (the "Sale and Purchase Agreement")

We attach a copy of a Debenture (the "Deed") dated [***] made between, *inter alia*, BNY Mellon Corporate Trustee Services Limited (the "Security Trustee") and ourselves. Terms defined in the Deed are to have the same meanings in this letter.

We hereby give you notice that the Acquisition Agreement Claims have been assigned to the Security Trustee by clause 3.2 of the Deed.

We irrevocably and unconditionally instruct and authorise you (notwithstanding any previous directions which we may have given you to the contrary) -

1. unless otherwise directed by the Security Trustee, to furnish or disclose to the Security Trustee in addition to ourselves all notices, matters or things required under the Acquisition Agreement Claims to be furnished and disclosed to ourselves, and
2. to accept from and agree with the Security Trustee (and not ourselves) all claims under, discharges for and waivers, variations, terminations and cancellations of the Acquisition Agreement Claims without any reference to or further authority from us.

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Security Trustee together give you notice in writing revoking them.

This letter shall be governed by and construed in accordance with the laws of England.

Please confirm your acknowledgement of this Notice by signing the acknowledgements set out at the foot of the enclosed duplicate hereof and by returning the same to [Security Trustee].

Signed

.....
for and on behalf of
[NEWCO] LIMITED

[on copy]

Acknowledgement

To [Security Trustee]

For the attention of [•]

We, [Vendor] hereby acknowledge receipt of a notice of assignment from [Newco] Limited of which the attached is a copy (the "**Notice of Assignment**")

We confirm that we have not received notice of any other assignment of the Acquisition Agreement Claims described in the Notice of Assignment or any interest therein

For and on behalf of

[Vendor]

Dated

SCHEDULE 7: 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 assignment to] [a Standard Security dated [] (the "**Standard Security**") we secured in favour of] [] (the "**Security Trustee**") as trustee for the Senior Finance Parties 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 sending the enclosed acknowledgement to the Security Trustee with a copy 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 trustee for the Senior Finance Parties 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

We further confirm that

1. no amendment, waiver or release of any such rights, interests and benefits will be effective without the prior written consent of the Security Trustee,
2. no termination of such rights, interests or benefits will be effective unless we have given the Security Trustee at least 21 days' written notice of the proposed termination and specifying the action necessary to avoid such termination,
3. the Company will remain liable to perform all its 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 the Company to perform our obligations under the [Lease/Policy], and
4. no breach or Senior Default on the part of the Company of any of the terms of such [Lease/Policy] will be deemed to have occurred unless we have given notice of such breach to the Security Trustee specifying how to make good such breach

We unconditionally and irrevocably waive all rights of set-off, lien, combination of accounts and similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Company (and the proceeds thereof) and we will send you copies of all statements, orders and notices given by us relating to such debt

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 8: 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	16 Dalestorth Road, Sutton in Ashfield, Nottinghamshire NG17 3AA	Leasehold	DF2L	NT474270
4	27 Portland Street, Kirkby in Ashfield, Nottinghamshire NG17 7AB	Leasehold	DF2L	NT474268
5	365 Nottingham Road, Mansfield, Nottinghamshire NG18 4SG	Leasehold	DF2L	NT474246
6	37 Church Street, Caldewgate, Carlisle, Cumbria CA2 5TL	Leasehold	DF2L	CU261926
7	97 Swan Street, Sileby, Loughborough, Leicestershire, LE12 7NN	Leasehold	DF2L	LT443215 (and strip LT443806)
8	5 Danvers Road, Mountsorrel, Loughborough, Leicestershire, LE12 7JG	Leasehold	DF2L	LT443213
9	Castle Hill Lodge, 13 Castle Moat Road, Huntingdon, Cambs PE29 3PG	Leasehold	DF2L	CB369861
10	The Paddock, 44 Blenheim Road, Ramsey, Huntingdon, Cambridgeshire PE26 1AL	Leasehold	Henry Smith (Wandsworth) Limited	CB327283
11	12 Albert Street, Ventnor Isle of Wight, PO38 1EZ	Leasehold	DF2L	IW77445
12	19 High Street, Upton upon Severn, Worcestershire, WR8 0HJ	Leasehold	DF2L	WR142858
13	1 High Street, Tewksbury, Gloucestershire	Leasehold	Malcolm J Presland Limited	GR335430
14	Unit 3, St John's House, Clyde Street, Bingley, BD16 4LD	Leasehold	DF2L	U/R
15	95 Galmington Road, Taunton, Somerset TA1 5NP	Leasehold	Thomas Bros (Wellington and Taunton) Limited	ST293111
16	2a Beechroyd Terrace, Bingley, West Yorkshire, BD16 1EJ	Leasehold	DF2L	YY18439
17	5 Brampton Rd, Wath Upon Dearne, Rotherham, South Yorkshire S63 6AN (part of property)	Leasehold	DF2L	U/R
18	3 Princess Road, Malton, North Yorkshire YO17 0JP	Leasehold	Held on trust for Yew Holdings Limited	U/R
19	Sheepfoot Hill, Norton Malton, North Yorkshire YO17 9AN	Leasehold	Henry Naylor Funeral Directors Limited	U/R
20	313 Washbrook, Chadderton, Lancashire OL9 8JL	Long Leasehold	Yew Holdings Limited	GM1541

NO	ADDRESS	TENURE	COMPANY	TITLE NUMBERS
21	26A Station Road, Kyle of Locash	Leasehold	DF2L	U/R
22	150A Kings Road, Belfast BT05 7EJ	Leasehold	DF2L	DN184096 L
23	39/41 Church Street, Newtonards, Co Down BT23 4AN	Leasehold	Kirkwoods Funeral Directors Limited	U/R

SCHEDULE 9: FORM OF STANDARD SECURITY

STANDARD SECURITY

by

[Chargor]

in favour of

{ }

as Security Trustee

Subjects []

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 alia*, [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 Senior Finance Parties (as defined in the Debenture) (who and whose successors and assignees as such security trustee as appointed from time to time by the Senior Finance Parties pursuant to the Senior Finance 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 senior bridge facilities agreement dated [] made between, *inter alia*, Dignity (2002) Limited as term borrower, J P Morgan Plc as arranger, the Security Trustee and JPMorgan Chase Bank as issuing bank (which said senior bridge facilities agreement as the same may be amended, varied, supplemented or novated in any way from time to time is hereinafter called the "**Senior Bridge Facilities Agreement**")/Loan Agreement dated [] made between, *inter alia*, 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 Senior Bridge Facilities Agreement/the Issuer/Borrower Loan Agreement] or the Debenture the terms of [the Senior Bridge Facilities Agreement/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 Senior 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 warrandice 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 warrandice And we consent to the registration of these presents for preservation and execution IN WITNESS WHEREOF

[REGISTER on behalf of the within named [] as 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 warrandice]

SCHEDULE 10: ACCOUNTS

Company	Type of Account	Account No	Bank
Dignity (2002) Limited	Principal Reserve	[REDACTED]	JP Morgan Chase Bank
	Restricted Payments	[REDACTED]	JP Morgan Chase Bank
	Loan Payment	[REDACTED]	JP Morgan Chase Bank
	Current Funds Flow	[REDACTED]	JP Morgan Chase Bank
Dignity Funerals Limited	Capex Reserve	[REDACTED]	JP Morgan Chase Bank
	Elective Capex	[REDACTED]	JP Morgan Chase Bank
	Special Capex	[REDACTED]	JP Morgan Chase Bank
	Upgrade Reserve	[REDACTED]	JP Morgan Chase Bank
	Funeral Home Reserve	[REDACTED]	JP Morgan Chase Bank
	Crematorium Reserve	[REDACTED]	JP Morgan Chase Bank
	Loan Payment	[REDACTED]	JP Morgan Chase Bank
	Centre Collection	[REDACTED]	JP Morgan Chase Bank
	Funds Flow	[REDACTED]	JP Morgan Chase Bank
Dignity Services	Funds Flow	[REDACTED]	JP Morgan Chase Bank

SCHEDULE 11: FORM OF DEED OF ACCESSION

From. [Subsidiary]

To [Security Trustee]

Dated:

Dear Sirs,

Debenture dated 20 December 2002 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 24.1 (*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 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) 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 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 6 1 1 of Clause 6 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 Senior Bridge Facilities Agreement prior to the Securitisation Closing Date and thereafter 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 8, 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 Senior Finance Documents and the Mezzanine Finance Documents
- 8 [Subsidiary] on the occurrence and while a Senior 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 12: FORM OF LIMITED RECOURSE DEED OF ACCESSION

From [Subsidiary]

To [Security Trustee]

Dated

Dear Sirs,

Debenture dated 20 December 2002 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. 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 24.2 (*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, and
- (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 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 6 1 1 of Clause 6 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 Senior Bridge Facilities Agreement prior to the Securitisation Closing Date and thereafter 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 8, 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 Senior Finance Documents and the Mezzanine Finance 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 Senior Finance Party) 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 Senior Finance 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 Senior 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