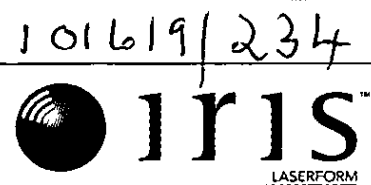


MG01

Particulars of a mortgage or charge



**A fee is payable with this form**

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☐ **What this form is NOT for**  
You cannot use this form to re-  
particulars of a charge for a S  
company. To do this, please u  
form MG01s

SATURDAY



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04/09/2010

449

COMPANIES HOUSE

For official use

**1 Company details**

Company number 0 1 3 7 5 8 6 2

Company name in full C Powell Funeral Service Limited ("Company")

2 | | |

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

All fields are mandatory unless  
specified or indicated by \*

**2 Date of creation of charge**

Date of creation d 0 1 m 0 9 y 2 y 0 y 1 y 0

**3 Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Deed of accession to a debenture originally dated 20 December 2002, as  
amended and restated on 11 April 2003, and made between (1) Dignity  
(2002) Limited and others as Chargor and (2) BNY Corporate Trustee  
Services Limited (formerly J P Morgan Corporate Trustee Services Limited  
as successor to J P Morgan Europe Limited) as the Security Trustee  
("Debenture") given by the Company ("Deed of Accession").

**4 Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured See continuation page attached.

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

# MG01

## Particulars of a mortgage or charge

5

### Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

#### Continuation page

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

Name

BNY Corporate Trustee Services Limited

Address

One Canada Square

London

Postcode

E 1 4 5 A L

Name

Address

Postcode

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Continuation page

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

Short particulars

See continuation page attached

# MG01

## Particulars of a mortgage or charge

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### Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

N11

8

### Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

### Signature

Please sign the form here

Signature

Signature

X DLA Rper vlu LP

X

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

# MG01

## Particulars of a mortgage or charge



### Presenter information

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

Contact name Christopher Lister

Company name DLA Piper UK LLP

Address Victoria Square House

Victoria Square

Post town Birmingham

County/Region

Postcode B 2 4 D L

Country

DX DX 13022 BIRMINGHAM 1

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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### 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.

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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

## MG01 - continuation page

### Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>The Deed of Accession secures all money and liabilities at the date of creation of the Debenture 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 the Debenture 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 (the "<b>Secured Sums</b>")</p> <p>Definitions are contained in the short particulars of all the property mortgaged or charged</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### Fixed Charges

The Company with full title guarantee (or, in relation to assets situated in, or otherwise governed by the laws of Scotland, with absolute warrandice) has charged (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 vested in the Company at the date of creation of the Deed of Accession shall be a charge by way of first legal mortgage) all the Company'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 thereunder);
- (b) by way of first equitable fixed charge, all Securities belonging to the Company,
- (c) by way of first fixed charge, all contracts and policies of insurance and assurance at the date of the Deed of Accession or in the future held by or otherwise benefiting the Company and all rights and interests of the Company 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 the Company;
- (e) by way of first fixed charge all rights, title and interests in and to Intellectual Property belonging to the Company at the date of creation of the Deed of Accession or in the future, in any part of the world (including any Intellectual Property to which the Company 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 at the date of creation of the Deed of Accession or in the future entered into or enjoyed by the Company relating to the use or exploitation of any Intellectual Property in any part of the world,
- (g) by way of first fixed charge all trade secrets, confidential information and know how owned or enjoyed by the Company at the date of creation of the Deed of Accession or in the future in any part of the world,

continued/ .

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### Fixed Charges continued

(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 at the date of creation of the Deed of Accession or in the future available to the Company as security for any Receivable or for the performance by any third party of any obligation at the date of creation of the Deed of Accession or in the future owed to the Company, and

(i) by way of first fixed charge, all Accounts

#### Floating Charges

The Company with full title guarantee (or, in relation to assets situated in, or otherwise governed by the laws of Scotland, with absolute warrandice) has charged (excluding the Trust Property) to the Security Trustee with the payment or discharge of all Secured Sums by way of floating charge:

(a) all Assets at the date of creation of the Deed of Accession or in the future owned by the Company except to the extent that such Assets are for the time being effectively charged by any fixed charge contained in the Deed of Accession, including any Assets comprised within a charge which is reconverted under the terms of the Debenture from a fixed charge to a floating charge; 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 the Company 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 the floating charge created by the Deed of Accession) or take any step referred to under "Negative Pledge and Other Restrictions" below with respect to any Floating Charge Asset and the Company shall not, save as is expressly permitted under 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 sale in the ordinary course of business

continued/ ...

**MG01 - continuation page**  
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Assignments</b></p> <p>The Company with full title guarantee has assigned by way of security (insofar as it 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 the Company to redeem such assignment upon the full payment or discharge of all Secured Sums.</p> <ul style="list-style-type: none"> <li>(a) all claims of the Company against all persons who are at the date of creation of the Deed of Accession 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,</li> <li>(b) the benefit of all guarantees, warranties and representations given or made to the Company by, and any rights or remedies against, all or any of the manufacturers, suppliers or installers of any fixtures at the date of creation of the Deed of Accession or in the future attached to such Mortgaged Property,</li> <li>(c) the benefit of all rights and claims to which the Company is at the date of creation of the Deed of Accession 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;</li> <li>(d) all rights and claims to which the Company is at the date of creation of the Deed of Accession 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,</li> <li>(e) the benefit of all rights and claims to which the Company is at the date of creation of the Deed of Accession or in the future entitled under or in respect of any joint venture, partnership or similar arrangement or agreement,</li> <li>(f) the Acquisition Agreement Claims of the Company;</li> <li>(g) all rights, claims and benefits given or made to the Company from time to time under or in respect of any loan granted by any member of the Group to the Company, and</li> <li>(h) the benefit of all rights and claims to which the Company is at the date of creation of the Deed of Accession or in the future entitled under or in respect of the Senior Finance Documents and the Mezzanine Finance Documents</li> </ul> <p style="text-align: right;">continued/</p>	

**MG01 - continuation page**  
**Particulars of a mortgage or charge**

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

**Crystallisation of Floating Charge**

- 1 The floating charge created by the Company under the Deed of Accession may by notice in writing given at any time by the Security Trustee to the Company 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 Company if
  - (a) a Senior Default has occurred, or
  - (b) 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
  - (c) 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 the Company (or such an administrator has been appointed) or to wind up the Company or that any such petition has been presented, which in the opinion of the Security Trustee is likely to result in the winding up of the Company or the appointment of such an administrator, or
  - (d) the Security Trustee considers that it is desirable in order to protect the priority of the security
- 2 If the Company, without the Security Trustee's prior written consent, (or in relation to sub-clause (d) any person) resolves to take or takes any step to
  - (a) charge (whether by way of fixed or floating charge) or otherwise encumber any of its Floating Charge Assets,
  - (b) create a trust over any such Floating Charge Asset,
  - (c) dispose of any such Floating Charge Asset except by way of sale or other disposition in the ordinary course of the Company's business or as is expressly permitted in the Senior Facilities Agreement prior to the Securitisation Closing Date and thereafter the Issuer/Borrower Loan Agreement, or
  - (d) 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,

continued/ .

**MG01 - continuation page**  
**Particulars of a mortgage or charge**

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

**Crystallisation of Floating Charge continued**

then the floating charge created under the 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.

3. Upon the occurrence of any of the events specified above, the Security Trustee may, in relation to any Floating Charge Asset situated in Scotland or otherwise governed by Scots law, request that the Company execute and deliver to the Security Trustee such appropriate form of fixed security as the Security Trustee may specify

4 Except as otherwise stated in any notice given under the above provisions or unless such notice relates to all Floating Charge Assets, Floating Charge Assets acquired by the Company after crystallisation has occurred shall continue to be subject to the floating charge created under the Deed of Accession, so that the crystallisation shall be effective only as to its Floating Charge Assets in existence at the date of crystallisation

5 Any charge by the Company which has crystallised 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.

6. Any mortgage, standard security, fixed charge or other fixed security whenever and however created by the Company 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 under the Deed of Accession.

7. Any debentures, mortgages, standard securities or charges (fixed or floating) created in the future by the Company (except those in favour of the Security Trustee) shall be expressed to be subject to the Debenture and shall rank in order of priority behind the charges created by or pursuant to the Deed of Accession.

8 It is hereby agreed, for the avoidance of doubt, that the fixed charges given by the Company over its Receivables under the Deed of Accession shall apply to all Receivables owing to the Company by any other member of the Group without any requirement for a consent by the Company or such member of the Group

continued/ . .

**MG01 - continuation page**  
**Particulars of a mortgage or charge**

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

**Crystallisation of Floating Charge continued**

9. Immediately

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

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

the Company will give notice to all such landlords and insurers of the fixed Security constituted by the Deed of Accession in respect of any such Lease or insurance policy and shall use all reasonable endeavours to procure from each of such landlords and insurers an acknowledgement

**Negative Pledge and Other Restrictions**

The Company shall not and shall agree not to, without the prior written consent of the Security Trustee or as otherwise permitted in the Debenture or the Senior 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 the Deed of Accession ("**Information**") except (1) 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 (11) where disclosure is required by law, by a court of competent jurisdiction or by another appropriate regulatory body

continued/

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### Receiver

Under clause 17 of the Debenture, the Security Trustee has the right to appoint a receiver

#### Further Assurance

- 1 The Company shall promptly enter into a Mortgage over any Mortgaged Property (other than a Scottish Mortgaged Property) and 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 The Company 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,
  - (b) to confer on the Security Trustee security over any property and assets of The Company located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to the Deed of Accession, and/or
  - (c) to facilitate the realisation of the Charged Properties
2. The Company 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 the Deed of Accession
- 3 The Company shall use all reasonable endeavours to obtain (in form and content satisfactory to the Security Trustee) as soon as possible any consents necessary to enable the assets of the Company to be the subject of an effective fixed charge or assignment pursuant to the Deed of Accession or to be the subject of a Standard Security and, immediately upon obtaining any such consent the Company shall promptly deliver a copy of each consent to the Security Trustee

continued/ . . .

**MG01 - continuation page**  
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>Further Assurance continued</b></p> <p>4 The obligations of the Company under the Deed of Accession and any Mortgage shall be in addition to the covenants for title deemed to be included in the Debenture and any Mortgage by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994</p> <p>5. The Company shall on demand by the Security Trustee in writing execute and deliver to the Security Trustee at the cost of the Company and in such form as the Security Trustee may require</p> <p>(a) a legal assignment by way of security or other fixed security over all or any of its Intellectual Property Rights or Receivables,</p> <p>(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;</p> <p>(c) a chattel mortgage over such chattels, plant, machinery, computers and/or other equipment of such Chargor as the Security Trustee may specify;</p> <p>(d) a fixed charge or other fixed security over any of its Floating Charge Assets,</p> <p>(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;</p> <p>(f) a notice to any third party of any of the charges, assignments or assignation contained in or granted pursuant to the 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,</p> <p style="text-align: right;">continued/</p>

**MG01 - continuation page**  
Particulars of a mortgage or charge

**6** **Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

**Further Assurance continued**

(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 the Deed of Accession or any Mortgage or other security granted by the Company pursuant to the Deed of Accession or otherwise, or to vest title to any Asset in the Security Trustee or its nominee or any purchaser following enforcement of the Deed of Accession or other security granted pursuant to the Deed of Accession 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

6. The Company shall at its own expense:

(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 the Deed of Accession or any Mortgage or any Standard Security:

(1) 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 date of the Deed of Accession and, in any event, within two months of such date; and

(11) 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

continued/ . . .

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### Further Assurance continued

- (b) in relation to Mortgaged Properties, 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
    - (1) 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 the 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
    - (2) keeps the Security Trustee informed on request of the progress of its negotiations with the landlord and produces to the Security Trustee a copy of each consent forthwith upon its receipt,
  - (ii) 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
  - (iii) 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

continued/. . .

# MG01 - continuation page

## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Further Assurance continued</b></p> <ul style="list-style-type: none"> <li>(c) 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 6 as soon as reasonably practicable following the relevant transfer or assignments and in any event within 30 days of such transfer</li> <li>(d) procure that DFL make an application to HM Land Registry or Registers of Scotland for <ul style="list-style-type: none"> <li>(1) registration or recording of DFL as proprietor or heritable proprietor of such property referred to in sub-clause 6(c) above and, where applicable within the relevant priority period of the HM 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</li> <li>(11) registration of the Deed of Accession 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 the Deed of Accession in favour of the Security Trustee against the title to each of the Mortgaged Properties pursuant to the Deed of Accession and/or any Mortgage; and</li> </ul> </li> <li>(e) 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</li> </ul> <p style="text-align: right;">continued/ .</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### Further Assurance continued

7 The Company shall on demand by the Security Trustee in writing execute and deliver to the Security Trustee at the cost of the Company and in such form as the Security Trustee may require.

(a) a legal mortgage or standard security of any Mortgaged Property not expressly referred to in Clause 6 above now or from time to time belonging to the Company, 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 6 above now or in the future belonging to the Company

8 The Company shall at its own cost 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 the Debenture to the extent that such provisions impede, restrict or fetter the Security constituted by or pursuant to the Deed of Accession or any Mortgage or any enforcement in connection therewith.

#### Continuing Security

The Deed of Accession, any Mortgage, any Standard Security and any other security granted pursuant to those instruments 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 Company or any security, guarantee, indemnity and/or negotiable instrument now or in the future held by the Security Trustee or any Senior Finance Party.

#### Set-Off

Subject to the terms of the Intercreditor Deed, a Senior Finance Party may set off any obligation due and unpaid from the Company 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 the Company, 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.

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**MG01 - continuation page**  
Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>Power of Attorney</b></p> <p>The Company on the occurrence and while a Senior Default is continued 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 the Company (with full power to appoint substitutes and to delegate) for the Company, 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 the Company under or pursuant to the 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 the Deed of Accession, 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</p> <p style="text-align: center;"><b>DEFINITIONS</b></p> <p>Terms used but not otherwise defined in this Form 410 shall have the following meaning:</p> <p><b>"Account"</b> means the accounts listed in Schedule 9 (Accounts) to the Debenture 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</p> <p><b>"Acquisition"</b> means the acquisition of Dignity (now known as Dignity Services) by the Term Borrower in the terms of the Acquisition Agreements.</p> <p><b>"Acquisition Agreements"</b> means the Sale and Purchase Agreement, the Tax Covenant and each other document referred to in such documents.</p> <p><b>"Acquisition Agreement Claims"</b> means 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.</p> <p><b>"Act"</b> means the Companies Act 1985</p> <p><b>"Assets"</b> 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</p> <p style="text-align: right;">continued/</p>

MG01 - continuation page  
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Definitions continued</b></p> <p><b>"Charged Properties"</b> means in relation to the Company, 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 the Deed of Accession and any Mortgage or Standard Security entered into in pursuant to the Deed of Accession.</p> <p><b>"Chargor"</b> means any company named in Schedule 1 (<i>The Chargors</i>) to the Debenture and includes (with effect from its execution and delivery of a deed of accession under which it accedes to the Debenture, or of a debenture in terms similar to the Debenture or other appropriate form of security according to its jurisdiction of incorporation) any company which subsequently adopts the obligations of a Chargor</p> <p><b>"Collateral Right"</b> means all rights, powers and remedies of the Security Trustee provided by or pursuant to the Deed of Accession or any Mortgage or Standard Security or by law</p> <p><b>"D(2002)"</b> means Dignity (2002) Limited, a limited liability company incorporated in England and Wales under the Companies Act 1985 with registered number 4349697</p> <p><b>"Debt"</b> has the meaning given to that term in the Intercreditor Deed</p> <p><b>"Declarations of Trust"</b> means confirmatory declarations of trust in relation to certain Properties, legal title of which is held by Dormant Companies with beneficial title held by a Chargor</p> <p><b>"DFL"</b> means Dignity Funerals Limited, a limited liability company incorporated in England and Wales with company number 4349697,</p> <p><b>"Dormant Company"</b> means a company listed in Part B of Schedule 11 (<i>Group Structure</i>) of the Senior Facility Agreement for so long as it complies with Clause 23.22 (<i>Dormant Companies</i>) therein.</p> <p><b>"Finance Parties"</b> means the Senior Finance Parties and the Mezzanine Finance Parties.</p> <p><b>"Floating Charge Assets"</b> means insofar only as concerns the floating charge created under the Deed of Accession or Debenture, Assets for the time being comprised within such floating charge</p> <p><b>"Funding Date"</b> has the meaning given in the Issuer/Borrower Loan Agreement</p> <p><b>"Group"</b> means at any time Newco and any of its Subsidiaries at that time.</p> <p>continued/</p>	

**MG01 - continuation page**  
Particulars of a mortgage or charge

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

**Definitions continued**

**"Guarantee"** means any guarantee, indemnity or other assurance against financial loss

**"Hedging Bank"** means a company listed in Schedule 2 (*Hedging Banks*) of the Intercreditor Deed and any company which becomes a Hedging Bank under clause 6.1 (*Accession of Hedging Banks*) of the Intercreditor Deed.

**"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

**"Intercreditor Deed"** means an intercreditor deed dated the date of the Debenture and made between, *inter alios*, the Security Trustee, the Mezzanine Agent, the Senior Agent, the Issuer and the banks, financial institutions, trusts, funds or other entities named as Senior Bridge Creditors, Hedging Banks and Mezzanine Creditors

**"Issuer"** means Whiteoption plc

**"Issuer/ Borrower Loan Agreement"** has the meaning given to that term in the Intercreditor Deed.

**"Lease"** means any lease, licence or other agreement whereby any Mortgaged Property is used or occupied.

**"Mezzanine Agent"** means J P. Morgan Europe Limited

**"Mezzanine Creditors"** means a company listed in Schedule 3 (*Mezzanine Creditors*) of the Intercreditor Deed.

**"Mezzanine Finance Documents"** means the Finance Documents as defined in the Mezzanine Loan Agreement

**"Mezzanine Finance Party"** means the Arranger (as defined in the Mezzanine Loan Agreement), the Mezzanine Agent and each of the Mezzanine Creditors.

**"Mezzanine Lenders"** means JPMorgan Chase Bank and any person to whom such person assigns or transfers its rights under the Mezzanine Loan Agreement and any successor in title of each such person

**"Mezzanine Loan Agreement"** means the £40,000,000 mezzanine facility agreement dated the date of the Debenture made between Mezzco, the Mezzanine Agent, the Security Trustee, the Mezzanine Lenders and others

continued/ .

# MG01 - continuation page

## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### Definitions continued

**"Mezzco"** means Broomco (3052) Limited, a limited liability company incorporated in England and Wales under the Act with registered number 4569044

**"Mortgage"** means a mortgage or charge in respect of all the Mortgaged Property (except the Scottish Mortgaged Property) in accordance with the terms of the Debenture substantially in the form of Schedule 3 (*Form of Legal Mortgage*) thereof.

**"Mortgaged Property"** means:

- (a) 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 to the Debenture and the Schedule to any Mortgage or Standard Security), and
- (b) 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

**"Newco"** means Broomco (3040) Limited, a limited liability company incorporated in England and Wales under the Act with registered number 4569346.

**"Obligor"** means each of Broomco (3040) Limited, Dignity Limited, Dignity Holdings Limited, Broomco (3052) Limited, Dignity (2002) Limited, Dignity Services, Dignity Securities Limited, Plantsbrook Group Limited, Birkbeck Securities Limited, Dignity Pre Arrangement Limited and Dignity Funerals Limited and any other member of the Group or other entities which at any time have any liability in respect of any Debt or under any Security Document.

**"Original Lender"** means a financial institution listed in Part C Schedule 1 (*The Original Parties*) of the Senior Facility Agreement

**"Properties"** means all interest in freehold, heritable and leasehold property owned by the Group from time to time

**"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

**"Receiver"** means any receiver and manager or receivers and managers appointed under the Debenture and (where the context requires or permits) includes any substituted receiver and manager or receivers and managers.

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MG01 - continuation page  
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Definitions continued</b></p> <p><b>"Related Rights"</b> means, in relation to any asset</p> <ul style="list-style-type: none"> <li>(a) the proceeds of sale of any part of the asset,</li> <li>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,</li> <li>(c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities, covenants or undertakings for title in respect of that asset, and</li> <li>(d) any moneys and proceeds paid or payable in respect of that asset.</li> </ul> <p><b>"Sale and Purchase Agreement"</b> means the agreement dated on or about 11 February 2002 for the Acquisition between the Term Borrower and the Vendor</p> <p><b>"Scottish Mortgaged Property"</b> means a Mortgaged Property situated in Scotland</p> <p><b>"Securities"</b> 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.</p> <p><b>"Securitisation Closing Date"</b> has the meaning given to that term in the Intercreditor Deed.</p> <p><b>"Security"</b> includes any mortgage, charge, pledge, lien, hypothecation, assignment 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)</p> <p><b>"Security Documents"</b> means</p> <ul style="list-style-type: none"> <li>(a) the Security Documents (as defined in the Senior Facility Agreement) and any other agreement or instrument executed pursuant to any provision of such documents,</li> <li>(b) the Security Documents (as defined in the Issuer/Borrower Loan Agreement) and any other agreement or instrument executed pursuant to any provision of such documents,</li> </ul>	continued/ .

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>Definitions continued</b></p> <p>(c) the Security Documents (as defined in the Mezzanine Loan Agreement) and any other agreement or instrument executed pursuant to any provision of such documents,</p> <p>(d) the Guarantees (as defined in the Senior Facility Agreement and the Issuer/Borrower Loan Agreement), and</p> <p>any other agreement or instrument which creates, confers or evidences any Security or Guarantee for the benefit of any of the Finance Parties for or in respect of any part of the Debt</p> <p><b>"Security Trustee"</b> means BNY Corporate Services Limited (Formerly J.P. Morgan Corporate Trustee Services Limited as successor to J P, Morgan Europe Limited).</p> <p><b>"Senior Agent"</b> means J P. Morgan Europe Limited.</p> <p><b>"Senior Bridge Creditors"</b> means a company listed in Schedule 1 (Senior Bridge Creditors) of the Intercreditor Deed.</p> <p><b>"Senior Bridge Facilities Agreement"</b> means the facilities agreement dated on or around the date of the Debenture and made between (1) 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</p> <p><b>"Senior Default"</b> has the meaning given to that term in the Intercreditor Deed</p> <p><b>"Senior Facility Agreement"</b> means the facilities agreement dated the date of the Debenture 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</p> <p><b>"Senior Finance Documents"</b> has the meaning given to that term in the Intercreditor Deed.</p> <p><b>"Senior Finance Party"</b> has the meaning given to that term in the Intercreditor Deed.</p> <p style="text-align: right;">continued/</p>

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### Definitions continued

**"Standard Security"** means a standard security in respect of the a Scottish Mortgaged Property granted pursuant to the Debenture and substantially in the form set out in Schedule 8 (Form of Standard Security) therein

**"Subsidiary"** means a subsidiary undertaking within the meaning of section 258 of the Act.

**"Tax"** means any tax, levy, impost, duty or other charge or withholding of a similar nature in any jurisdiction (including any deferred tax and any penalty or interest payable in connection with any failure to pay or delay in paying any of the same).

**"Tax Covenant"** means the tax covenant dated 11 February 2002 between the Vendor and the Term Borrower under which the Vendor agrees to indemnify the Term Borrower against certain Tax liabilities

**"Term Borrower"** means D(2002)

**"Trust"** means each of the trusts constituted by.

- (a) the trust deed dated 10 March 1989 entered into between Dignity Services in Destiny Limited (now Dignity Securities Limited) (as Settlor), Messrs H.O.P. Hodgson, G.P. Hodson and R.A.W. Middleton (as Managing Trustees) and Lloyds Bank plc (as Custodian);
- (b) the trust deed dated 3 February 1986 entered into between Chosen Heritage Limited (now Dignity Pre Arrangement Limited), Eric Norman Spencer and Colin Peter John Field (as Managing Trustees) and Barclays Bank Trust Company Limited (as Custodian); and
- (c) the trust deed dated 27 January 1997 entered into between Advance Planning Limited, Eric Norman Spencer, Ernest Wood, John Michael Heath, James Smillie and Frank Charles Jones (as Managing Trustees) and Barclays Bank plc (as Custodian)

**"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 the Company

**"Vendor"** means each of SCI International Limited, a limited liability company organised/incorporated in Texas and Nowell-Flippen Funeral Home, a partnership based in Houston, Texas.



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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 1375862  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF ACCESSION TO A  
DEBENTURE ORIGINALLY DATED 20 DECEMBER 2002, AS  
AMENDED AND RESTATED ON 11 APRIL 2003, DATED 1  
SEPTEMBER 2010 AND CREATED BY C. POWELL FUNERAL  
SERVICE LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM ANY OBLIGOR TO THE SECURITY  
TRUSTEE AND EACH SENIOR FINANCE PARTY ON ANY  
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 4 SEPTEMBER  
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 SEPTEMBER  
2010

*JH*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES