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COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

Name of company

* HSBC Global Custody Nominee (UK) Limited (the "Company")

Date of creation of the charge

20 December 2002

Description of the instrument (if any) creating or evidencing the charge (note 2)

See Schedule 1 attached

Definitions used in this Form 395 are set out in Schedule 2 attached

Amount secured by the mortgage or charge

The Assignment secures all obligations owing to the Security Trustee or any of the Finance Parties by any Obligor under or pursuant to the Finance Documents including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred by an Obligor alone or jointly, and whether as principal or surety or in some other capacity) and all monies owing to the Issuer whether present or future.

Names and addresses of the mortgagees or persons entitled to the charge

J.P. Morgan Europe Limited as security trustee for and on behalf of the Finance Parties, 125 London Wall, London

Postcode EC2Y 5AJ

Presenter's name address and reference (if any):

Clifford Chance LLP
200 Aldersgate Street
London
EC1A 4JJ

DAXB/C1427/10517/LYC

Time critical reference

For official Use
Mortgage Section

Post room



LD3
COMPANIES HOUSE

0076
27/12/02

Short particulars of all the property mortgaged or charged

The Company has assigned absolutely by way of security and with full title guarantee to the Security Trustee all of its right, title and interest, present and future, in, under and to the Notes including, without limitation, all present and future claims, causes of action, payments and proceeds in respect thereof.

The Assignment contains a negative pledge.

Under Clause 10 of the Assignment, the Security Trustee has the right to appoint a receiver.

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

n/a

Signed *Clifford Chance LLP*

Date *24/12/02*

On behalf of ~~[company]~~ [mortgagee/chargee] †

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payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

1333923

SCHEDULE 1

DESCRIPTION OF THE INSTRUMENT CREATING OR EVIDENCING THE CHARGE

Assignment dated 20 December 2002 made between HSBC Private Equity Investments (UK) Limited, the Company (in respect of account numbers 825031, 905555 and 914969), HPE G.P. Limited (trading as HIBL European L.P.) and SCI International Limited as assignors and J.P. Morgan Europe Limited as security trustee (the "**Security Trustee**") for and on behalf of the Senior Finance Parties (the "**Assignment**").

SCHEDULE 2

DEFINITIONS

Terms used but not otherwise defined in this Form 395 shall have the following meaning:

"**Act**" means the Companies Act 1985.

"**D(2002)**" means Dignity (2002) Limited, a limited liability company incorporated in England and Wales under the Companies Act 1985 with registered number 4349697.

"**Debt**" has the meaning given to that term in the Intercreditor Deed.

"**DHL**" means Dignity Holdings Limited, a limited liability company incorporated in England and Wales under the Companies Act 1985 with registered number 4349716.

"**Finance Documents**" means the Senior Finance Documents and the Mezzanine Finance Documents.

"**Finance Parties**" means the Senior Finance Parties and the Mezzanine Finance Parties.

"**Funding Date**" means 20 December 2002.

"**Group**" means at any time Newco and any of its Subsidiaries at that time

"**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.

"**Intercreditor Deed**" means an intercreditor deed dated the date of the Assignment 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.

"**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**" has the meaning given to that term in the Intercreditor Deed.

"**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 Assignment made between Mezzco, the Mezzanine Agent, the Security Trustee, the Mezzanine Lenders and others.

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

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

"Notes" means Subordinated Loan Note Instrument, the Subordinated Loan Notes, the Vendor Loan Note Instrument and the Vendor Loan Notes.

"Obligor" means each of Broomco (3040) Limited, Dignity Limited, Dignity Holdings Limited, the Company, 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.

"Security" 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)

"Security Documents" means:

- (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;
- (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;
- (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;
- (d) the Guarantees (as defined in the Senior Facility Agreement and the Issuer/Borrower Loan Agreement); and

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.

"Senior Agent" means J.P. Morgan Europe Limited.

"Senior Bridge Creditors" means a company listed in Schedule 1 (*Senior Bridge Creditors*) of the Intercreditor Deed.

"Senior Facility Agreement" means the facilities agreement dated the date of the Assignment 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.

"Senior Finance Documents" has the meaning given to that term in the Intercreditor Deed.

"Senior Finance Party" has the meaning given to that term in the Intercreditor Deed.

"Subordinated Loan Notes" means the unsecured fixed rate subordinated loan notes and any future subordinated loan notes in the same terms, the issue of which is not restricted under the terms of the Finance Documents (as defined in the Senior Facility Agreement).

"Subordinated Loan Note Instrument" means the instrument dated on or about 11 February 2002 executed by DHL constituting the Subordinated Loan Notes as amended on or about the Funding Date.

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

"Vendor Loan Notes" means the unsecured fixed rate subordinated loan notes 2012, dated on or about 11 February 2002 and any future subordinated loan notes in the same terms, the issue of which is not restricted under the terms of the Finance Documents (as defined in the Senior Facility Agreement).

"Vendor Loan Note Instrument" means the instrument executed by DHL as amended on or about the Funding Date constituting the Vendor Loan Notes.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 00228660

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT DATED THE 20th DECEMBER 2002 AND CREATED BY HSBC GLOBAL CUSTODY NOMINEE (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO J.P.MORGAN EUROPE LIMITED AS SECURITY TRUSTEE FOR AND ON BEHALF OF THE FINANCE PARTIES OR ANY OF THE FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th DECEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th JANUARY 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —