

MR01

Particulars of a charge

23 33 76 / 26



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. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

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

SATURDAY



A18 *A4AG3JCH* 27/06/2015 #287

COMPANIES HOUSE

For official use

1 Company details

Company number 0 9 5 1 2 5 7 0

Company name in full LMF Management Services Limited

2
→ **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 2 2 0 6 2 0 1 5

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 HSBC Corporate Trustee Company (UK) Limited

(as Security Agent for the Beneficiaries)

Name

Name

Name

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

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

MR01

Particulars of a charge

4

Brief description

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

Brief description

All current and future Material Land (except for any Floating Charge Leasehold Property) and Intellectual Property (except for any Floating Charge Intellectual Property) owned by the Company, in each case as defined in the mezzanine Deed of Accession registered by this Form MR01 (the "Deed") For more details please refer to the Deed

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

Please limit the description to the available space

5

Other charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☒ Yes Continue

☐ No Go to Section 7

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

☒ Yes

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement ¹

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X *Hogan Assets International LLP* X

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

MR01

Particulars of a charge



Presenter information

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

Contact name F3/PCA/BERGLUNB/1R4537 000875

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



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

CHFP025

06/14 Version 2.0



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 9512570

Charge code. 0951 2570 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd June 2015 and created by LMF MANAGEMENT SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th June 2015.

DX

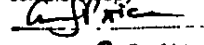
Given at Companies House, Cardiff on 6th July 2015



Companies House



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


Name GRAHAM PRICE
Title Solicitor

Date 23/06/2015

EXECUTION COPY

Hogan Lovells International LLP (Ref F3/PL12644)
Atlantic House, Holborn Viaduct, London EC1A 2FG

Deed of Accession and Charge

THIS DEED OF ACCESSION AND CHARGE is made on 22 June 2015

BETWEEN:

- (1) **LMF MANAGEMENT SERVICES LIMITED** (registered in England and Wales under number 09512570) (the "**New Chargor**"),
- (2) **LMF MIDCO LIMITED** (registered in England and Wales under number 08011983) (the "**Parent**"); and
- (3) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** (as agent and trustee for the Beneficiaries (as defined below) including any successor appointed by the Beneficiaries pursuant to the Finance Documents) (the "**Security Agent**")

WHEREAS:

- 1 This Deed is supplemental to a Debenture (the "**Principal Deed**") dated 5 April 2012 between (1) LMF Bidco Limited (2) the Parent and (3) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the "**Beneficiaries**")
- 2 This Deed is also supplemental to a Deed of Accession and Charge dated 5 April 2012 between (1) L M Funeral (Holdings) Limited (2) L M Funerals Limited (3) the Parent and (4) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed
- 3 This Deed is also supplemental to a Deed of Accession and Charge dated 1 February 2015 between (1) Bexley & Crayford Funeral Service Limited (2) the Parent and (3) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed
- 4 This Deed is also supplemental to a Deed of Accession and Charge dated 1 April 2015 between (1) Payne & Sons Funeral Directors Ltd (2) the Parent and (3) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed
- 5 The New Chargor has agreed to charge in favour of the Security Agent, on the terms contained in the Principal Deed, all of its property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed as a Chargor

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

Words and phrases defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed

In addition, in this Deed

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by clause 3 (*Assignments*) or within a mortgage or fixed charge created by clause 4 (*Fixed security*) or arising on crystallisation of a floating charge whether under Clause 4 (*Crystallisation*) of the Principal Deed or otherwise

"Floating Charge Asset" means an Asset for the time being comprised within the floating charge created by Clause 3.3 (*Creation of floating charge*) of the Principal Deed

"Floating Charge Intellectual Property" means:

- (a) any Intellectual Property owned by a Chargor, and
- (b) the benefit of any agreements and licences now or in the future entered into or enjoyed by a Chargor relating to the use or exploitation of any Intellectual Property in any part of the world,

in each case, which that Chargor is prohibited or restricted from charging or for which third party consent is required and has not yet been obtained in accordance with paragraph (a) of Clause 3 8 (*Intellectual Property consent*) of the Principal Deed.

"Floating Charge Leasehold Property" means any leasehold property owned by a Chargor which that Chargor is prohibited or restricted under the terms of the lease from charging or for which landlord consent is required and has not yet been obtained in accordance with paragraph (a) of Clause 3 7 (*Lessor's consent*) of the Principal Deed

"Insurance Policy" means any contract or policy of insurance of the New Chargor (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the New Chargor or (to the extent of its interest) in which the New Chargor has an interest at any time

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures)

"Material Land" means any Land which is either a freehold property with a value of over £250,000 or a leasehold property with an unexpired term of more than 25 years which is not on rack-rent terms

"Specified Intellectual Property" means the Intellectual Property listed in Schedule 3 (*Specified Intellectual Property*) to this Deed

"Structural Intra-Group Loans" has the meaning given to that term in the Facilities Agreement.

2 ACCESSION BY THE NEW CHARGORS TO THE PRINCIPAL DEED

2 1 Accession

The New Chargor agrees to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed, as if it had been an original party to the Principal Deed as a Chargor

2 2 Covenant to pay

The New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will, on the Security Agent's written demand, pay or discharge the

Secured Sums at the times and in the manner provided in the relevant Finance Documents.

2 3 Proviso

The covenants contained in this clause 2 (*Accession by the New Chargors to the Principal Deed*) and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law

2 4 Parent's agreement to the accession

The Parent (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to the New Chargor's accession

3 ASSIGNMENTS

3 1 The New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns absolutely to the Security Agent

- (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies, and
- (b) all of its rights, title and interest from time to time in respect of the Structural Intra-Group Loans.

4 FIXED SECURITY

4 1 The New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges to the Security Agent by way of fixed charge

- (a) all Material Land which is now, or in the future becomes, its property (except for any Floating Charge Leasehold Property);
- (b) with effect from the relevant Lessor Consent Date, each leasehold property which has by virtue of obtaining the relevant lessor's consent pursuant to paragraph (a) of Clause 3 7 (*Lessor's consent*) of the Principal Deed ceased to be a Floating Charge Leasehold Property;
- (c) all interests and rights in or relating to Land (except for any Floating Charge Leasehold Property) or the proceeds of sale of Land now or in the future belonging to it,
- (d) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this clause 4 (*Fixed security*);
- (e) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Material Land,
- (f) all Specified Investments which are now its property, including all proceeds of sale derived from them,
- (g) all Specified Investments in which the New Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;

- (h) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments,
- (i) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments,
- (j) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Deed,
- (k) all its goodwill and uncalled capital for the time being;
- (l) all Specified Intellectual Property belonging to it,
- (m) all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others (except for any Floating Charge Intellectual Property);
- (n) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others (except for any Floating Charge Intellectual Property),
- (o) the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property (except for any Floating Charge Intellectual Property) in any part of the world,
- (p) all its rights now or in the future in relation to trade secrets, confidential information and knowhow (except for any Floating Charge Intellectual Property) in any part of the world,
- (q) with effect from the relevant Intellectual Property Consent Date, all Intellectual Property which by virtue of obtaining third party consent pursuant to paragraph (a) of Clause 3.8 (*Intellectual Property consent*) of the Principal Deed has ceased to be a Floating Charge Intellectual Property,
- (r) with effect from the relevant Intellectual Property Consent Date, the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property which by virtue of obtaining third party consent pursuant to paragraph (a) of Clause 3.8 (*Intellectual Property consent*) of the Principal Deed has ceased to be a Floating Charge Intellectual Property;
- (s) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (l) to (r) inclusive of this clause,
- (t) all trade debts now or in the future owing to it,
- (u) all debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,

- (v) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under clause 3 (*Assignments*) of this Deed;
- (w) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account (once established),
- (x) any beneficial interest, claim or entitlement it has to any pension fund now or in the future,
- (y) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Deed,
- (z) all moneys at any time standing to the credit of any Holding Account, Mandatory Prepayment Account and/or the Cash Overfunding Account, and
- (aa) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them

5 CREATION OF FLOATING CHARGE

- 5 1 The New Chargor, with full title guarantee, charges to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge, all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of clause 3 (*Assignments*) or charged by any fixed charge contained in clause 4 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4 4 (*Reconversion*) of the Principal Deed but so that the New Chargor shall not create any Security over any such 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 Clause 7 (*Negative pledge and other restrictions*) of the Principal Deed with respect to any such Floating Charge Asset, and the New Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset (except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Finance Document)
- 5 2 The parties agree (without limitation to the general nature of the New Chargor's accession to the Principal Deed contained in clause 2 (*Accession by the New Chargers to the Principal Deed*)) that the crystallisation provisions contained in Clause 4 (*Crystallisation*) of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed

6 NEGATIVE PLEDGE AND OTHER RESTRICTIONS

The New Chargor shall not, without the prior written consent of the Security Agent (and with the exception of Permitted Security)

- (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or

- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so

7 RIGHT OF APPROPRIATION

7.1 The parties acknowledge and intend that the charges over the New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations

7.2 The Security Agent may, on or at any time after the security constituted by this Deed becomes enforceable, by notice in writing to the New Chargor appropriate with immediate effect all or any of the New Chargor's Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise

7.3 The value of any Financial Collateral appropriated under clause 7.2 above shall be

- (a) in the case of cash, its face value at the time of appropriation, and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised price source or such other process as the Security Agent may select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent,

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent

7.4 The Security Agent will account to the New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums and the New Chargor shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums

7.5 The New Chargor agrees that (i) all its Financial Collateral has been delivered, transferred, held, registered or otherwise designated so as to be in the possession or under the control of the Security Agent or a person acting on its behalf, and (ii) the method of valuing such Financial Collateral under clause 7.3 above is commercially reasonable

8 APPLICATION TO THE LAND REGISTRY

The New Chargor

- (a) in relation to each register of title of any present and future Material Land of the New Chargor which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time

- (i) submitting a Form RX1 (*application to register a restriction*) in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor

for the time being of the charge dated [date] in favour of [Chargee] referred to on the charges register or their conveyancer ", and

- (ii) submitting a Form CH2 (application to enter an obligation to make further advances), and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Material Land in England and Wales mortgaged by clause 4 (*Fixed security*) at its own expense, immediately following its execution of this Deed.

9 POWER OF ATTORNEY

9 1 Appointment of attorney

The New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent (whether or not a Receiver or administrator has been appointed) and any Receiver separately, to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise to

- (a) do anything which the New Chargor is obliged to do in accordance with this Deed (but has not done within 5 Business days of being notified of that failure and being requested to comply), including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document, and
- (b) following the occurrence of the Enforcement Date, enable the Security Agent or any such nominee and/or Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it

9 2 Ratification

The New Chargor ratifies and confirms whatever any attorney does pursuant to its appointment under this clause

9 3 Sums recoverable

All sums expended by the Security Agent or any Receiver under this clause shall be recoverable from the New Chargor under Clause 19 (*Costs and Expenses*) of the Facilities Agreement.

10 NOTICES

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 33 (*Notices*) of the Principal Deed. The New Chargor's address for service is set out in Schedule 2 (*Notice Details*)

11 COUNTERPARTS

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

12. GOVERNING LAW

This Deed and all non-contractual obligations arising in any way out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law

13. ENFORCEMENT

13.1 Jurisdiction

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in anyway whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off) or the legal relationships established by this Deed (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by the New Chargor
- (b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England) If the New Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Beneficiaries, the New Chargor shall bring such counter-claim before the court seized of the Beneficiaries' claim and no other court
- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Beneficiaries from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not
- (d) To the extent allowed by law, the New Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum

14. FINANCE DOCUMENT

This Deed is a Finance Document

THIS DEED OF ACCESSION AND CHARGE has been executed by the New Chargor and the Parent as a deed and signed by the Security Agent and it shall take effect on the date stated at the beginning of this document.

Schedule 1

Registered land to be mortgaged

None at the date of this Deed

Unregistered land subject to first registration upon the execution of this Deed

None at the date of this Deed

The address for service of the Security Agent in the case of registered land is:

HSBC Corporate Trustee Company (UK) Limited
8 Canada Square
Level 24
London
E14 5HQ
United Kingdom
Fax +44 20 7991 4350

Attention CTLA Trustee Services Administration

Schedule 2

Notice Details

NAME OF NEW CHARGOR	NOTICE DETAILS
LMF Management Services Limited	FAO Peter Keegans /Russell Trenter
	Address 16 St James Street, Wolverhampton, WV1 3LS

Schedule 3

Specified Intellectual Property

None at the date of this Deed.

EXECUTION

THE NEW CHARGOR

Executed and Delivered as a)
Deed by **LMF Management Services Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by)

Signature of Director

Name of Director *RUSSELL TREBARTH*

in the presence of **AUSTAIR HANDY**

Signature of witness

Name of witness

Address of witness *KINGE WOOD MANSIONS
10 QUEEN STREET PLACE,
LONDON*

Occupation of witness.

THE PARENT

Executed and Delivered as a)
Deed by **LMF Midco Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by)

Signature of Director

Name of Director *RUSSELL TREBARTH*

in the presence of **AUSTAIR HANDY**

Signature of witness

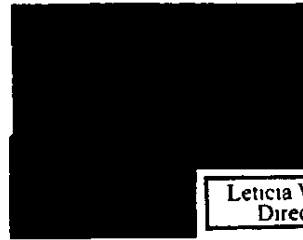
Name of witness

Address of witness *KINGE WOOD MANSIONS
10 QUEEN STREET PLACE,
LONDON*

Occupation of witness

THE SECURITY AGENT

Signed by)
for and on behalf of)
HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED)



Leticia Wilson
Director