

LR1	Date of Lease	21st December 2016
LR2	Title Number(s)	LR2.1 Landlord's title number MM59908
		LR2.2 Other title numbers None
LR3	Parties to this Lease	Landlord PAUL MALCOLM HAZEL of Roel Hill House Hawling Cheltenham GL54 5AP ARTHUR IAN HAZEL of 15 Bracebridge Road Sutton Coldfield B74 2SB SIMON ADRIAN BOYCE of New Barn Farm Shillingford St. George Exeter EX2 9QR and ROBERT SCOTT STUART of 6 Wyke Much Wenlock TF13 6PA Tenant DIGNITY FUNERALS LIMITED Registered office 4 King Edwards Court Sutton Coldfield B73 6AP (Company Registration No. 00041598)
LR4.	Property	In the case of a conflict between this clause and the remainder of this Lease then, for the purposes of registration this clause shall prevail 181/183 High Street Erdington Birmingham West Midlands B23 6SY
LR5.	Prescribed Statements, etc	None
LR6.	Term for which the Property is leased	The term is as follows: 20 years from 21st December 2016
LR7.	Premium	Nil

LR8. Prohibitions or restrictions on disposing of this Lease	None
LR9. Rights of acquisition, etc	<p>LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land None</p> <p>LR9.2 Tenant's covenants to (or offer to) surrender this Lease None</p> <p>LR9.3 Landlord's contractual rights to acquire this Lease None</p>
LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property	None
LR11. Easements	<p>LR11.1 Easements granted by this Lease for the benefit of the Property None</p> <p>LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property None</p>
LR12. Estate rentcharge burdening the Property	None
LR13 Application for standard form of restriction	None
LR14 Declaration of trust where there is more than one person comprising the Tenant	Not applicable

DATED 21st December 2016

MESSRS. P.M. HAZEL A.I. HAZEL

S.A. BOYCE and R.S. STUART

to

DIGNITY FUNERALS LIMITED

LE A S E

of

181/183 HIGH STREET ERDINGTON BIRMINGHAM

WEST MIDLANDS B23 6SY

R.R. Williams & Son
Warwick House
9 High Street
Sutton Coldfield
West Midlands
B72 1XP

LEASE OF WHOLE

DATED

21 December 2016

1. Particulars

- | | | |
|-----|------------------------|---|
| 1.1 | The Landlord | PAUL MALCOLM HAZEL of Roel Hill House
Hawling Cheltenham GL54 5AP ARTHUR
IAN HAZEL of 15 Bracebridge Road Sutton
Coldfield B74 2SB SIMON ADRIAN BOYCE
of New Barn Farm Shillingford St. George
Exeter EX2 9QR and ROBERT SCOTT
STUART of 6 Wyke Much Wenlock TF13 6PA |
| 1.2 | The Tenant | DIGNITY FUNERALS LIMITED whose
registered office is 4 King Edwards Court
Sutton Coldfield B73 6AP (Company
registration no. 00041598) |
| 1.3 | The Premises | 181/183 High Street Erdington Birmingham
West Midlands B23 6SY |
| 1.4 | Contractual Term | 20 years from and including the date of this Lease |
| 1.5 | Rent Commencement Date | The date of this Lease |
| 1.6 | Initial Rent | £40,000 per annum |
| 1.7 | Review dates | 21 December 2021
21 December 2026
21 December 2031 |
| 1.8 | Interest Rate | 3% per year above the base lending rate from time
to time of HSBC plc |
| 1.9 | Permitted Use | Funeral Directors or any such other use that falls
within Class A1 of the Town & Country Planning
(Use Classes) Order 1987 or such other use as the
Landlord shall from time to time approve such
consent not to be unreasonably withheld or delayed |

2. Definitions

- 2.1. For all purposes of this Lease the terms defined in Clause 1 and 2 have the meanings specified
- 2.2. **“Interest”** means interest during the period from the date on which the payment is due to the date of payment both before and after any judgement at the interest rate then prevailing or should the base rate referred to in Clause 1.7 cease to exist such other rate of interest as is most closely comparable with the interest rate to be agreed between the parties or in default of agreement to be determined by the surveyor acting as expert and not as arbitrator
- 2.3. **“The 1954 Act”** means the Landlord and Tenant Act 1954 and all statutes regulations and orders included by virtue of Clause 3.12
- 2.4. **“Insured Risks”** means fire lightning explosion aircraft (including articles dropped therefrom) riot civil commotion malicious persons subsidence earthquakes storm tempest flood bursting and overflowing of water pipes tanks and other apparatus and impact by road vehicles and for such other risks (if any) as the Landlord and/or the Tenant from time to time acting reasonably require to be insured
- 2.5. **“The User Covenants”** mean the covenants set out in the Third Schedule
- 2.6. **“Pipes”** means all pipes sewers drains mains ducts conduits gutters watercourses wires cables channels flues and all other conducting media including any fixings louvres cowls and any other ancillary apparatus
- 2.7. **“Planning Acts”** means the Town and Country Planning Act 1990 and all statutes regulations and orders included by virtue of Clause 3.12
- 2.8. **“The Surveyor”** means any properly qualified person or firm appointed by the Landlord (including the person or firm appointed by the Landlord to collect the rents) to perform any of the functions of the Surveyor under this Lease and who shall be a Fellow of the Royal Institute of Chartered Surveyors
- 2.9. **“Excluded Risks”** means such risks or damage to the Premises as cannot reasonably be insured by the Tenant on satisfactory terms or at a reasonable premium or as the Tenant’s insurers or underwriters have refused to insure

3. Interpretation

- 3.1 The expressions “the Landlord” and “the Tenant” wherever the context so admits includes the person for the time being entitled to the reversion immediately expectant on the determination of the term and the Tenant’s successors in title respectively

- 3.2 Where the Landlord or the Tenant for the time being are two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally
- 3.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa
- 3.4 Reference to “the Premises” in the absence of any provision to the contrary includes any part of the premises
- 3.5 The expression “the Term” includes the contractual term and any period of holding over or extension or continuance of the contractual term whether by statute or common law
- 3.6 Reference to “the last year of the term” includes the last year of the term if the term shall determine otherwise than by effluxion of time and reference to the expiration of the term includes such other determination of the term
- 3.7 Reference to any right of the Landlord to have access to the Premises shall be construed as extending to any mortgagee (under a mortgage subsisting at the date of this Lease) of the Premises and to all persons authorised by the Landlord and any mortgagee (under a mortgage subsisting at the date of this Lease) (including agents professional advisers contractors workmen and others) where such mortgage grants such rights of access to the mortgagee
- 3.8 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person where the Tenant is aware that such act or thing is being done for whose acts the Tenant may in law be responsible
- 3.9 References to “consent of the Landlord” or words to similar effect mean a consent in writing signed by or on behalf of the Landlord and to “approved” and “authorised” or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Landlord
- 3.10 The term “the parties” or “party” mean the Landlord and the Company and the Tenant
- 3.11 “Development” has the meaning given by the Town and Country Planning Act 1990 Section 55
- 3.12 Any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to “statute” or “statutes” includes any regulations or orders made under such statute or statutes
- 3.13 References in this Lease to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule to this Lease so numbered

3.14 The clause paragraph and schedule headings do not form part of this Lease and shall not be taken into account in its construction or interpretation

4. Demise

The Landlord demises with full title guarantee to the Tenant The Premises TOGETHER with the rights specified in the First Schedule BUT EXCEPT AND RESERVED as specified in the Second Schedule TO HOLD The Premises to the Tenant for the Contractual Term YIELDING AND PAYING to the Landlord from the Rent Commencement Date the Rent payable without any deductions by equal quarterly payments in advance on the usual quarter days and proportionately for any period of less than a quarter the first payment being the proportionate sum in respect of the period from and including the Rent Commencement Date to the ~~24~~ December 2016 to be paid on the date of this Lease

5 The Tenant's Covenants

The Tenant covenants with the Landlord:

5.1 Rent

5.1.1 To pay the Rents on the days and in the manner set out in this Lease

5.1.2 If so reasonably required in writing by the Landlord to make such payments by banker's order or credit transfer to any bank and account in the United Kingdom that the Landlord may from time to time reasonably nominate

5.2 Outgoings and VAT

To pay and indemnify the Landlord against:

5.2.1 All rates taxes assessments duties charges impositions and outgoing which are now or during the Term shall be charged assessed or imposed upon the Premises or upon the owner or occupier of them excluding any payable by the Landlord occasioned by receipt of the rents or by any disposition or dealing with or ownership of any interest reversionary to the interest created by this Lease and those payable by law by the owner of the Premises and

5.2.2 VAT or any tax of a similar nature that may be substituted for it or levied in addition to it chargeable in respect of any payment made by the Tenant under any of the terms of or in connection with this Lease or in respect of any payment made by the Landlord where the Tenant agrees in this Lease to reimburse the Landlord for such payment (the Landlord producing to the Tenant an invoice showing payment of the said tax) but only to the extent that such VAT is not properly recoverable by the Landlord

5.3 Electricity Gas and Other Services Consumed

To pay to the suppliers and to indemnify the Landlord against all charges for electricity gas and other services consumed or used at or in relation to the Premises by the Tenant (including meter rents)

5.4 Repair Cleaning Decoration, etc.

5.4.1 At all times to keep the Premises and the appurtenances thereof in good and substantial repair and condition throughout the Term damage by any of the Insured Risks or the Excluded Risks excepted and to replace from time to time all Landlord's fixtures fittings and appurtenances in the Premises which may be or become beyond economic repair at any time during or at the expiration or sooner determination of the Term Provided that to the extent that the Landlord has the benefit of any guarantees or third party warranties in respect of any such matters the Landlord shall either first enforce such guarantees or warranties or at the Landlord's option assign the benefit to the Tenant

5.4.2 To clean the Premises and keep them in a clean condition

5.4.3 As often as may in the reasonable opinion of the Surveyor be necessary (but not more than once in every five years of the Term) and in the last 6 months of the Term howsoever terminated in order to maintain a good standard of decorative finish and attractiveness and to preserve the Premises to redecorate the Premises both inside and outside in a good and workmanlike manner and with appropriate materials of good quality to the reasonable satisfaction of the Surveyor Any change in the tints colours and patterns of such decoration to be approved by the Landlord such approval not to be unreasonably withheld or delayed

5.5 Alterations

5.5.1 Not to make any alterations to the Premises without the consent of the Landlord such consent not to be unreasonably withheld or delayed PROVIDED THAT

5.5.1.1 The installation by the Tenant without such consent of internal demountable partitions in the Premises shall be deemed not to be a breach of this covenant

5.5.1.2 The Tenant may without consent reposition and remove such internal partitions from time to time

5.5.2 To remove any additional buildings additions alterations or improvements made to the Premises or any demountable partitions installed in the Premises at the expiration of the Term unless otherwise requested by the Landlord at least three months prior to the expiration of the Term and to make good any part or parts of the Premises which may be damaged by such removal

5.6 Aerials Signs and Advertisements

- 5.6.1 Not to erect any pole mast or wire (whether in connection with telegraphic telephonic radio or television communication or otherwise) upon the Premises without the consent of the Landlord, such consent not to be unreasonably withheld or delayed
- 5.6.2 Not without the Landlord's consent (which shall not be unreasonably withheld or delayed) to affix to or exhibit on the outside of the Premises or to or through any window of the Premises nor display anywhere on the Premises any placard sign notice fascia board or advertisement except for normal professional advertisements in connection with the Tenant's business (for which the consent of the Landlord will not be required)

5.7 Statutory Obligations

- 5.7.1 At the Tenant's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Premises or the use to which the Premises are being put that are required in order to comply with the requirements of any statute already or in the future to be passed by any government department local authority other public or competent authority or court of competent jurisdiction Provided that the Tenant shall not be liable for the remediation of any contamination of the Premises (as defined for the purposes of the Environmental Protection Act 1990) unless the Tenant shall have been responsible for the creation or continuance of such contamination
- 5.7.2 Not to do in or near the Premises any act or thing by reason of which the Landlord may under any statute incur have imposed upon him or become liable to pay any penalty damages compensation costs charges or expenses unless the Tenant undertakes to the Landlord to pay such penalty damage compensation costs charges or expenses
- 5.7.3 Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any byelaws applicable to the Premises or in regard to carrying on the trade or business for the time being carried out on the Premises

5.8 Access of Landlord and Notice to Repair

- 5.8.1 To permit the Landlord at reasonable times and upon reasonable prior written notice given to the Tenant except in the case of emergency
- 5.8.1.1 To enter upon the Premises for the purpose of ascertaining that the covenants and conditions of this Lease have been observed and performed
- 5.8.1.2 To view the state of repair and condition of the Premises such right not to be exercised more than twice in any calendar year
- 5.8.1.3 To give to the Tenant (or leave upon the premises) a notice specifying any repairs cleaning maintenance and painting that the Tenant has failed to

execute in breach of the terms of this Lease and to request the Tenant within a period of two months to commence execution of the same

5.8.2 Within two months to repair cleanse maintain and paint the Premises as required by such notice

5.8.3 If within three months of the service of such a notice the Tenant shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within four months (or such other reasonable period) after commencement to permit the Landlord to enter the Premises to execute or complete such work as may be necessary to comply with the notice and to pay to the Landlord the reasonable and proper cost of so doing and all reasonable expenses properly incurred by the Landlord (including legal costs and surveyor's fees) within 24 days of a written demand

5.9 Alienation

5.9.1 Not to hold on trust for another or (save pursuant to a transaction permitted by and effected in accordance with the provisions of the Lease) part with the possession of the whole of the Premises or permit another to occupy the whole of the Premises Provided that the Tenant may without the Landlord's consent share the occupation of the Premises with a company which is (but for so long as it remains) either the holding company or the Tenant or a subsidiary of the Tenant or of the Tenant's holding company (as those expressions are defined in Section 1159 of the Companies Act 2006) or to a member of the same group as the Tenant (within the meaning of Section 42 of the Landlord and Tenant Act 1954) so long as the Tenant does not grant the person sharing occupation exclusive possession of the occupied part nor otherwise transfer or create a legal estate therein

5.9.2 Not to assign underlet or charge part only of the Premises

5.9.3 Not to assign or underlet the whole of the Premises without the prior consent of the Landlord such consent not to be unreasonably withheld or delayed

5.9.4 Prior to any permitted assignment to procure that the assignee enters into a direct covenant with the Landlord to perform and observe all of the Tenant's covenants and all other provisions during the residue of the Term and (if reasonably required by the Landlord) the Tenant enters into an agreement with the Landlord guaranteeing the performance by the proposed assignee of the covenants falling to be complied with by the Tenant under this Lease in that the Tenant covenants with the Landlord that:

5.9.4.1 the assignee will pay the rents reserved and observe and perform its covenants and conditions in the Lease

- 5.9.4.2 requires (in the event of a disclaimer of liability under this Lease) the Tenant to enter into a new tenancy on the same terms and conditions as this Lease for a term equal to the unexpired residue of the Term
- 5.9.5 The Landlord may if it is reasonable to do so withhold consent to an assignment to a limited company unless (at least) one of the directors of the company (being the proposed assignee) covenant with the Landlord that:
- 5.9.5.1 the company will pay the rents reserved by this Lease and will observe and perform the Tenant's covenants in this Lease
 - 5.9.5.2 it will indemnify the Landlord against any loss resulting from a default by the company and
 - 5.9.5.3 if this Lease is disclaimed on the insolvency of the company it will if the Landlord requires together take a new Lease of the Premises on the same terms and conditions as this Lease and for a term equal to the period of the term granted by the Lease which is unexpired at the date of the disclaimer
- 5.9.6 The Landlord shall be entitled to withhold consent to an assignment if any sums are still under this Lease outstanding prior to the date of application for consent until payment of such sums
- 5.10 Terms of Permitted Sublease
- Every permitted sublease must be granted without a fine or premium at a rent not less than the then open market rent payable in respect of the Premises (to be approved by the Landlord before the sublease is granted) and the Rent to be payable in advance on the days on which the Rent is payable under this Lease Every permitted sublease must contain provisions:
- 5.10.1 prohibiting the subtenant from doing or allowing anything in relation to the Premises inconsistent with or in breach of the provisions of this Lease
 - 5.10.2 for re-entry by the sublandlord on breach of any covenant by the subtenant
 - 5.10.3 imposing an absolute prohibition against all dealings with the Premises other than assignment, subletting or charging of the whole
 - 5.10.4 prohibiting assignment or subletting of the whole of the Premises without the consent of the Landlord under this Lease
 - 5.10.5 requiring the assignee on any assignment of the sublease to enter into direct covenants with the Landlord to the same effect as those contained in Clause 5.9.11 Subtenant's Direct Covenants
 - 5.10.6 requiring on each assignment of the sublease that (if reasonably required by the Landlord) the assignor enters into an authorised guarantee agreement in favour of the Landlord but adapted to suit the circumstances in which the guarantee is given

- 5.10.7 prohibiting the subtenant from holding on trust for another or permitting another to share or occupy the whole or any part of the Premises save for in the circumstances set out in Clause 5.9.1
- 5.10.8 imposing in relation to any permitted assignment or subletting the same obligations for registration with the Landlord as are contained in this Lease in relation to disposition by the Tenant
- 5.10.9 imposing in relation to any permitted subletting the same obligations as are contained in this clause 5.9.10.9 and in clause 5.9.11 Subtenant's Direct Covenants and clause 5.9.13 Enforcement of the Sublease
- 5.10.10 excluding the provisions of Section 24-28 of the 1954 Act from the letting created by the Sublease
- 5.11 Subtenant's direct covenants
- Before any permitted subletting the Tenant must ensure that the subtenant enters into a direct covenant with the Landlord that while he is bound by the tenant covenants of the sublease and while the subtenant is bound by an authorised guarantee agreement the subtenant will observe and perform the tenant covenants contained in this Lease (except the covenant to pay the rent reserved by this Lease) and in that sublease
- 5.12 Requirement for 1954 Act exclusion
- The Tenant must not grant a sublease or permit a subtenant to occupy the Premises unless an effective agreement has been made to exclude the operation of Sections 24 to 28 of the 1954 Act pursuant to Section 38A of the 1954 Act
- 5.13 Enforcement waiver and variation of subleases
- In relation to any permitted sublease the Tenant must enforce the performance and observance by every subtenant of the provisions of the sublease and must not without the consent of the Landlord whose consent may not be unreasonably withheld or delayed at any time either expressly or by implication waive any breach of the covenants or conditions on the part of any subtenant or assignee of any sublease or without the consent of the Landlord whose consent may not be unreasonably withheld or delayed – vary the terms of any permitted sublease
- 5.14 Charging
- For the avoidance of doubt, the Tenant shall be permitted to charge the whole of the Premises without the consent of the Landlord.
- 5.15 Registration of permitted dealings
- Within 28 days of any assignment charge sublease or subunderlease or any transmission or other devolution relating to the Premises the Tenant must produce a certified copy of any relevant document for registration with the Landlord's Solicitor and must pay the Landlord's Solicitor's charges for registration of at least £20

5.16 Nuisance etc

5.16.1 Not to do nor allow to remain upon the Premises anything which may be or become a legal nuisance

5.16.2 Not to use the Premises for a sale by auction or for any dangerous noxious noisy or offensive trade business manufacture or occupation nor for any illegal or immoral act or purpose provided that the proper use of the Premises for the Permitted Use shall not be a breach of this clause

5.17 Landlord's Costs

To pay to the Landlord all reasonable and proper costs fees charges disbursements and expenses (including without prejudice to the generality of the above those payable to solicitors surveyors and bailiffs) properly and reasonably incurred by the Landlord in relation to or incidental to:

5.17.1 Every application made by the Tenant for a consent or licence required by the provisions of this Lease whether such consent or licence is granted or refused or proffered subject to any lawful qualification or condition or whether the application is withdrawn unless such refusal qualification or condition is unlawful whether because it is unreasonable or otherwise

5.17.2 The lawful preparation and service of notice under the Law of Property Act 1925 Section 146 or incurred by proceedings under Sections 146 or 147 of that Act notwithstanding that forfeiture is avoided otherwise than by relief granted by the court

5.17.3 Steps taken in direct connection with the preparation and service of a Schedule of Dilapidations during or within one month of the expiration of the Term but only in respect of wants of repair occurring during the Term

5.18 The Planning Acts

5.18.1 Not to commit in relation to the Premises any breach of planning control (such term to be construed in the way in which it is used in the Planning Acts)

5.18.2 Not without the consent in writing of the Landlord (such consent not to be unreasonably withheld or delayed) to apply for planning permission to carry out any development in or upon the Premises and at the expense of the Tenant to supply the Landlord with a copy of any application for planning permission together with such plans and other documents as the Landlord may reasonably require and to supply prior to the commencement of any development a copy of any planning permission granted to the Tenant

5.18.3 To pay and satisfy any charge that may be imposed upon any breach by the Tenant of planning control or otherwise under the Planning Acts other than matters referred to in Clause 8.3

5.18.4 Unless the Landlord shall otherwise direct to carry out and complete before the expiry of the term any works required to be carried out to or in the Premises as a condition of any planning permission which may have been granted during the term irrespective of the date by which such works were required to be carried out

5.19 Plans, documents and Information

5.19.1 If reasonably called upon to do so to produce to the Landlord or the Surveyor all plans documents and other evidence as the Landlord may reasonably require in order to satisfy themselves that the provisions of this Lease have been complied with

5.19.2 If reasonably called upon to do so to furnish to the Landlord or the Surveyor such information as may reasonably be requested in writing in relation to any pending or intended step under the 1954 Act

5.20 Indemnities

To the extent that the Landlord is unable to make a recovery under any policy of insurance in respect of the Premises to be responsible for and to keep the Landlord fully indemnified against all reasonably foreseeable damages losses reasonable costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of:

5.20.1 Any act omission or negligence of the Tenant or any persons at the Premises expressly or impliedly with the Tenant's authority and under the Tenant's control

5.20.2 Any breach or non-observance by the Tenant of the covenants conditions or other provisions of this Lease

5.21 Reletting Boards

To permit the Landlord at any reasonable time upon reasonable prior written notice given to the Tenant during the last three months of the Term to enter upon the Premises and affix and retain in any reasonable position upon the Premises (so as not to materially interfere with the business of the Tenant) a notice for reletting the Premises and during such period to permit persons with the written authority of the Landlord or his agents at reasonable times of the day to view the Premises provided that reasonable prior written notice is provided to the Tenant

5.22 Encroachments

5.22.1 Save for temporarily, for the purpose of privacy not to stop up darken or obstruct any windows or light belonging to the Premises

5.22.2 To take all reasonable steps to prevent any windows light opening doorway path passage pipe or other encroachment or easement being made or acquired in against out of or upon the Premises and to notify the Landlord as soon as reasonably possible if any such encroachment or easement shall be made or acquired (or attempted to be made or acquired) and at the reasonable request and cost of the Landlord to adopt

such means as shall reasonably be required to prevent such encroachment or the acquisition of any such easement

5.23 Yield Up

At the expiration of the term:

5.23.1 To yield up the Premises in repair and in accordance with the terms of this Lease

5.23.2 To give up all keys of the Premises to the Landlord

5.23.3 To remove all signs erected by the Tenant in upon or near the Premises and as soon as reasonably practicable to make good any physical damage caused by such removal

5.24 Interest on Arrears

5.24.1 If the Tenant shall fail to pay the Lease Rents or any other sum due under this Lease within 14 days of the date due whether formally demanded or not the Tenant shall pay to the Landlord interest on the rents from the date when they were due to the date on which they are paid and such interest shall be deemed to be rents due to the Landlord

5.24.2 Nothing in the preceding clause shall entitle the Tenant to withhold or delay any payment of the rents or any other sum due under this Lease after the date upon which they fall due or in any way prejudice affect or derogate from the rights of the Landlord in relation to such non-payment including (but without prejudice to the generality of the above) under the proviso for re-entry contained in this Lease

5.25 Statutory Notices, etc

To give full particulars to the Landlord of any notice direction order or proposal for the Premises made given or issued to the Tenant by any local or public authority within 7 days of receipt and if so required by the Landlord to produce it to the Landlord and without delay to take all necessary steps to comply with the notice direction or order and at the request of the Landlord and at the cost of the Landlord to make or join with the Landlord in making such objection or representation against or in respect of any notice direction order or proposal as the Landlord shall reasonably deem expedient

5.26 Sale of Reversion, etc

To permit upon reasonable prior written notice given to the Tenant at any reasonable time during the term prospective purchasers of or agents instructed in connection with the sale of the Landlord's reversion to view the Premises without interruption provided they are authorised in writing by the Landlord or his agents

5.27 Defective Premises

On becoming aware of it to give notice to the Landlord of any defect in the Premises which might give rise to any obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord pursuant to the Defective Premises 1972 or otherwise and at all times to display and

maintain all notices which the Landlord may from time to time reasonably require to be displayed at the Premises

5.28 The User Covenants

To observe and perform the User Covenants

6. The Landlord's Covenants

The Landlord covenants with the Tenant to permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord

7. Insurance Covenants

The provisions of the Third Schedule shall have effect and the Tenant covenants with the Landlord to observe and perform their obligations set out in that Schedule

8. Provisos

8.1 Re-entry

If and whenever during the term:

8.1.1 The rents (or any of them or any part of them) under this Lease are outstanding for 21 days after becoming due whether formally demanded or not

8.1.2 There is a material breach by the Tenant of any covenant or other term of this Lease or any document expressed to be supplemental to this Lease

8.1.3 An individual tenant becomes bankrupt

8.1.4 A company tenant enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company)

8.1.5 The Tenant enters into an arrangement for the benefit of his creditors

8.1.6 The Tenant has any distress or execution levied on his goods at the Premises

upon providing to the Tenant not less than 14 days' prior written notice the Landlord may re-enter the Premises (or any part of them in the name of the whole) at any time (and even if any previous right of re-entry has been waived) and then the Term will absolutely cease but without prejudice to any rights or remedies which may have accrued to the Landlord against the Tenant or to the Tenant against the Landlord in respect of any breach of covenant or other term of this Lease (including the breach in respect of which the re-entry is made)

8.2 The Landlord agrees that it shall give to the Lender of the Tenant notice of its intention to forfeit the Lease under this clause and allow that Lender 28 days to rectify any such breach

8.2 Accidents

The Landlord shall not be responsible to the Tenant or to anyone at the Premises expressly or by implication with the Tenant's authority for any accident happening or injury suffered or for any damage to or loss of any chattel sustained in the Premises (without prejudice however to the Landlord's liability under the Defective Premises Act 1972)

8.3 Entire Understanding

This Lease embodies the entire understanding of the parties relating to the Premises and to all the matters dealt with by any of the provisions of this Lease

8.4 Representations

The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made or on behalf of the Landlord except such statement or representation that is expressly set out in this Lease and the replies to any enquiries raised by the Tenant's Solicitors and given by the Landlord's Solicitors

8.5 Tenant's Property

If after the Tenant has vacated the Premises on the expiry of the Term any property of the Tenant remains in or on the Premises and the Tenant fails to remove it within 14 days after being requested in writing by the Landlord to do so or if after using his best endeavours the Landlord is unable to make such a request to the Tenant within 14 days from the first attempt so made by the Landlord:

8.5.1 The Landlord may as the agent of the Tenant sell such property and the Tenant will indemnify the Landlord against any liability incurred by him to any third party whose property shall have been sold by the Landlord in the mistaken belief held in good faith (which shall be presumed unless the contrary be proved) that such property belonged to the Tenant

8.5.2 If the Landlord having made reasonable efforts is unable to locate the Tenant the Landlord shall be entitled to retain such proceeds of sale absolutely unless the Tenant shall claim them within 6 months of the date upon which the Tenant vacated the Premises

8.5.3 The Tenant shall indemnify the Landlord against any damage occasioned to the Premises and any actions claims proceedings costs expenses and demands made against the Landlord caused by or related to the presence of the property in or on the Premises

8.6 Service of Notices

The provisions of the Law of Property Act 1925 Section 196 as amended by the Recorded Delivery Service Act 1962 shall apply to the giving and service of all notices and documents under or in connection with this Lease except that Section 196 shall be deemed to be amended as follows:

The final words of Section 196(4) ... "and the service ... be delivered" shall be deleted and there shall be substituted "... and that service shall be deemed to be made on the third working day after the registered letter has been posted "working day" meaning any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory Bank or public holiday"

IN WITNESS whereof the parties hereto have signed this instrument as their deed in the presence of the persons mentioned below

THE FIRST SCHEDULE

Rights granted to the Tenant

1. The free and uninterrupted passage and running of water soil gas and electricity and other services to and from the Premises through and along the Pipes
2. The right to make connections to the Pipes or any of them for the purposes of exercising the said rights of passage and running water soil gas and electricity
3. The right to enter the said adjoining and neighbouring land of the Landlord for the purpose of cleaning repairing and renewing any Pipes doing as little damage as possible to such land and not interfering with any buildings erected thereon and making good the surface of such land and all damage or disturbance occasioned thereto

THE SECOND SCHEDULE

Rights reserved to the Landlord

1. Access
 - 1.1 The right at reasonable times during the Term at reasonable times and upon reasonable prior written notice given to the Tenant to enter (or in the case of emergency to break into and enter) the Premises
 - 1.1.1 to view the state and condition of and repair of the Premises but not more than twice in any calendar year
 - 1.1.3 to carry out work or do anything whatever comprised within the Landlord's obligation in this Lease

1.1.4 To take schedules or inventories of fixtures and other items to be yielded up on the expiry of the Term

1.1.5 To exercise any of the rights granted to the Landlord by this Lease

Provided always that:

1.1.6 The Landlord will make good any damage occasioned to the Premises to the satisfaction of the Tenant in exercising the rights herein and cause as little inconvenience to the Tenant as possible

1.1.7 The Landlord must indemnify the Tenant and keep the Tenant indemnified against all damage and loss suffered by the Tenant arising directly or indirectly at the exercise of such right

1.1.8 The Landlord must not prevent the Tenant from carrying on its business at the Premises and if the Tenant shall be prevented from carrying the business at the Premises the Rents payable hereunder shall cease to be payable until the Tenant shall be able to recommence its business

1.2 The right with the Surveyor to enter and to inspect and measure the Premises for all purposes in connection with any pending or intended step under the 1954 Act causing as little inconvenience to the Tenant as possible

THE THIRD SCHEDULE

The User Covenants

1. User

1.1 To use the Premises for the Permitted User only

1.2 Not to leave the Premises continuously unoccupied for more than six weeks without

1.2.1 notifying the Landlord and

1.2.2 providing such caretaking or security arrangements as the Landlord shall reasonably require and the insurers shall require in order to protect the Premises from vandalism theft damage or unlawful occupation

2. Cleaning

To clean the inside and outside of all windows and window frames of the Premises as often as reasonably necessary

3. Smoke Abatement

3.1 To ensure that every furnace boiler or heater at the Premises (whether using solid liquid or gaseous fuel) is constructed and used as substantially to consume or burn the smoke arising from it

- 3.2 To comply with the provisions of the Clean Air Acts 1956 and 1968 and the Control of Pollution Act 1974 and with the requirements of any notice of the Local Authority served under them

4. Pollution

Not to knowingly permit to be discharged into the Pipes:

- 4.1 any oil or grease or any deleterious objectionable dangerous poisonous or explosive matter or substance and to take all reasonable measures to ensure that any effluent so discharged into the pipes will not be corrosive or otherwise harmful to the pipes or cause obstruction or deposit in them
- 4.2 any fluid of a poisonous or noxious nature or of a kind likely to or that does in fact destroy sicken or injure the fish or contaminate or pollute the water of any stream or river,
- provided that the proper use of the Premises for the Permitted Use shall not be a breach of this section

5. Roof and Floor Loading

- 5.1 Not to bring or permit to remain on the Premises any safes machinery goods or other articles which may strain or damage the Premises but this shall not prevent the Tenant from bringing onto and permitting to remain on the Premises heavy goods vehicles of the maximum weight permissible from time to time for the purpose of servicing or repair
- 5.2 Not without the consent of the Landlord to suspend any weight from the portal frames stanchions or roof purlins of the Premises or use the same for storage of goods or place any weight on them
- 5.3 On any application by the Tenant for the Landlord's consent under paragraph 5.2 the Landlord may consult and obtain the advice of an engineer or other person in relation to the roof or floor loading proposed by the Tenant and the Tenant shall repay to the Landlord on demand the reasonable fees of such engineer or other person

6. Plate glass

6.1 Insurance of plate glass

The Tenant must insure any plate glass against breakage or damage in a reputable insurance office for its full reinstatement cost from time to time and whenever reasonably so required must produce to the Landlord particulars of the insurance policy and evidence of payment of the current year's premium

6.2 Reinstatement of plate glass

Notwithstanding anything to the contrary contained elsewhere in this Lease whenever the whole or any part of the plate glass is broken or damaged the Tenant must as quickly as possible lay out all money received in respect of the insurance of it in reinstating it with new glass of at least the same quality and thickness and must make good any deficiency in such money

THE FOURTH SCHEDULE

Insurance

1. The Tenant to Insure

The Tenant must insure the Premises but if the Tenant at any time fails to keep the Premises insured in accordance with its obligations under this Lease the Landlord may effect and maintain the Insurance. Any money the Landlord expends for that purpose must be repaid by the Tenant as soon as reasonably practicable following demand

2. Details of the Insurance

Insurance shall be effected:

2.1 In such substantial and reputable insurance office or with such substantial and reputable underwriters as the Landlord may from time to time approve

2.2 For the following sums:

2.2.1 such sum as the Landlord shall from time to time be advised by the Surveyor and notify to the Tenant as being the full cost of rebuilding and reinstating the Premises including architects' surveyors' and other professional fees payable upon any application for planning permission or other permits or consent that may be required in relation to the rebuilding or reinstatement of the Premises the costs of debris removal demolition site clearance and any work that may be required by statute and incidental expenses

2.2.2 the loss of rent payable under this Lease from time to time for three years

2.3 Against damage or destruction by the Insured Risks to the extent that such insurance may ordinarily be arranged for properties such as the Premises with an insurer of repute and subject to such excesses exclusions or limitations as the insurer may require

3. Tenant's Insurance Covenants

3.1 The Tenant covenants with the Landlord:

3.1.1 to comply with all the requirements and recommendations of the Insurers

- 3.1.2 not to do or omit anything that could cause any policy of insurance on or in relation to the Premises to become void or voidable wholly or in part
- 3.1.3 to comply with the requirements of the fire authority
- 3.1.4 not to obstruct the access to any fire equipment or the means of escape from the Premises nor to lock any fire door while the Premises are occupied
- 3.1.5 to give notice to the Landlord as soon as reasonably practicable following the Tenant becoming aware of the happening of any event which might affect any insurance policy on or relating to the Premises or the happening of any event against which the Tenant may have insured under this Lease
- 3.1.6 to produce to the Landlord when reasonably requested by the Landlord a copy of every insurance policy effected in accordance with this Lease and the receipt for the then current year's premium but not more than once a year
- 3.1.7 To pay promptly the premiums for the cost of insuring the Premises

4. Suspension of Rent

4.1 If and whenever during the Term:

- 4.1.1 the Premises or any part of them (including any essential accessways) are damaged or destroyed by any of the Insured Risks so that the Premises or any part of them are unfit for occupation or use and
- 4.1.2 payment of the insurance money is not refused in whole or in part by reason of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority and under the Tenant's control and the Tenant has not undertaken to pay the amount refused

the provisions of paragraph 4.2 shall have effect

- 4.2 When the circumstances contemplated in paragraph 4.1 arise the Rents or a fair proportion of it according to the nature and the extent of the damage sustained shall cease to be payable until the Premises or the affected part shall have been rebuilt or reinstated so that the Premises or the affected part are made fit for occupation and use or until the expiration of 3 years from the destruction or damage whichever period is the shorter and a due proportion of the Rents paid in advance for a period after the date of damage or destruction shall be refunded to the Tenant without delay (any dispute as to such proportion or the period during which the Rents shall cease to be payable to be determined in accordance with the Arbitration Act 1996 by an arbitrator to be appointed by agreement between the parties or in default by the President for the time being of the Royal Institution of Chartered Surveyors upon application of either party)

5. Reinstatement

- 5.1. This clause applies if and whenever during the Term the Premises or any part of them are damaged or destroyed by one or more of the Insured Risks
- 5.2 All money received under the insurance the Tenant has to effect under this Lease must be laid out forthwith in rebuilding and reinstating the Premises
- 5.3 The Tenant must use his reasonable endeavours to obtain the planning permissions and other permits and consents necessary to enable the Premises to be rebuilt and reinstated in accordance with the original plans elevations and details with any variations the Landlord agrees to having regard to the statutory provisions bye-laws and regulations affecting the Premises
- 5.4 As soon as reasonably practicable after all the necessary permissions permits and consents have been obtained the Tenant must rebuilding and reinstate the Premises in accordance with them to the satisfaction in all respects of an independent surveyor
- 5.5 The Tenant must make up out of his own money any difference between the cost of rebuilding reinstatement and the money received from the insurance policy

6. Uninsured Risks

If the Premises are damaged (but not as a result of the act or default of the Tenant) by a risk not insured by or required to be insured by the Tenant pursuant to this Lease and as a result of such damage the Premises or any part of them or their service media or access cannot be used for the Permitted Use then the Rent or a fair proportion is to be suspended for three years or if earlier until the Premises can again be used for the use allowed and not earlier than two months after the date of the damage either the Landlord or the Tenant may unless the Landlord has previously undertaken promptly to make good the damage end this lease by giving at least one months' notice to the other.

THE FIFTH SCHEDULE

Rent and Rent review

1. Definitions

- 1.1 The terms defined in this paragraph shall for all purposes of this Schedule having the meanings specified
- 1.2 “**Review Period**” means the period between any Review Date and the day prior to the next Review Date or between the last Review Date and the expiry of the Term
- 1.3 “**The Assumptions**” means the following assumptions at the Review Date
 - 1.3.1 that no work has been carried out on the Premises by the Tenant or their predecessors in title during the term which has diminished the rental value of the Premises save for work carried out in accordance with clause 5.7

- 1.3.2 that if the Premises have been destroyed or damaged by an Insured Risk they have been fully restored
- 1.3.3 that the covenants contained in this Lease on the part of the Tenant have been fully performed and observed
- 1.3.4 that the Premises are available to let by a willing Landlord to a willing Tenant in the open market (“the Hypothetical Lease”) by one lease without a premium being paid by either party and with vacant possession
- 1.3.5 that the Premises are ready for and fitted out and equipped by and at the expense of the incoming Tenant so that they are capable of being used by the incoming Tenant from the beginning of the Hypothetical Lease for all purposes required by the Incoming Tenant that would be permitted under this Lease
- 1.3.6 the assumption that the Hypothetical Lease contains the same terms as this Lease except the amount of the initial rent and any rent free period allowed to the Tenant for fitting out the Premises for his occupation and use at the commencement of the term but including the provisions for rent review on the Review Dates and except as set out in paragraph 1.3.7
- 1.3.7 that the term of the Lease referred to in paragraph 1.3.4 is equal in length to the contractual term remaining unexpired and that such term begins on the Relevant Review Date or a period of five years whichever is the greater and that the rent shall commence to be payable from that date
- 1.4 **“the disregarded matters” means**
 - 1.4.1 any effect on rent of the fact that the Tenant its subtenants or their respective predecessors in title have been in occupation of the Premises
 - 1.4.2 any goodwill attached to the Premises by reason of the carrying on at the Premises of the business of the Tenant and his subtenants or their predecessors in title in their respective businesses
 - 1.4.3 any increase in rental value of the Premises attributable to the existence at the Relevant Review Date of any improvement to the premises carried out with consent where required otherwise than in pursuance of an obligation to the Landlord or its predecessors in title either:
 - 1.4.3.1 by the Tenant or its predecessors in title or by any lawful occupier during the term or during any period of occupation prior to the term arising out of an agreement to grant or
 - 1.4.3.2 by any Tenant of the Premises or by any lawful occupiers before the commencement of the term so long as the Landlord or their

predecessors in title have not since the improvement was carried out had vacant possession of the relevant part of the Premises

- 1.5 **“the President”** means the President for the time being of the Royal Institution of Chartered Surveyors the duly appointed deputy of the President or any person authorised by the President to make appointments on his behalf
- 1.6 **“An Expert”** means an independent valuer appointed by agreement between the Landlord and the Tenant or, in the absence of agreement, within 14 days of one of them giving notice to the other of his nomination, nominated by the President on the application of either made not earlier than 6 months before the relevant review date or at any time thereafter to determine the rent under this Schedule

2. Ascertaining the rent

2.1 The Rent

Until the First Review Date the Rent is to be the Initial Rent and thereafter during each successive review period the Rent is to be a sum equal to the greater of the Rent payable under this Lease immediately before the Relevant Review Date or if payment of Rent has been suspended as provided for in this Lease the Rent that would have been payable had there been no such suspension or the revised Rent ascertained in accordance with this Schedule

2.2 Agreement of the Rent

Six months before each Review Date time not being of the essence the Landlord and the Tenant must explore the possibility of reaching a written agreement as to the Rent for the following review period and the Rent for that period may be agreed at any time or in the absence of agreement is to be determined by an Expert

2.3 Open Market Rent

The sum to be determined by the Expert must be the sum at which acting as an expert and not as an arbitrator or quasi-arbitrator he decides the Premises might reasonably be expected to be let in the open market at the Relevant Review Date making the Assumptions but disregarding the Disregards

2.4 Conduct of the determination

2.4.1 Fees and expenses

The fees and expenses of an Expert and any VAT payable on them including the cost of his appointment are to be borne equally by the Landlord and the Tenant who must otherwise bear their own costs

2.4.2 Representations

An Expert must afford each of the parties an opportunity to make written representations to him and also an opportunity to make written counter-

representations on any representations made to him by the other party but is not to be in any way limited or fettered by such representations and counter-representations and is to be entitled to rely on his own judgment and opinion

2.4.3 Replacement of an Expert

If an Expert dies or refuses to act or becomes incapable of acting or if he fails to publish his determination within 4 months of the date on which he accepted the appointment either party may apply to the President to discharge him and appoint another in his place

2.5 Memoranda of agreement

Whenever the Rent has been ascertained in accordance with this Schedule memoranda to that effect must be signed by or on behalf of the Landlord and the Tenant and annexed to this document and its counterpart and the Landlord and the Tenant must bear their own costs in this respect

2.6 Reimbursement of costs

If on publication of an Expert's determination the Landlord or the Tenant pays all his fees and expenses the paying party may in default of payment within 21 days of a demand to that effect recover half of them from the other party in the case of the Landlord as rent arrears or in the case of the Tenant by deduction from the Rent

3. Payment of Rent as ascertained

3.1 Where the Rent is not ascertained by a Review Date

If the Rent payable during any review period has not been ascertained by the relevant Review Date then rent is to continue to be payable at the rate previously payable such payments being on account of the Rent for that review period

3.2 Where a Review Date is not a quarter day

If the Rent for any review period is ascertained on or before the Review Date but that date is not a quarter day then the Tenant must pay to the Landlord on the Review Date the difference between the Rent due for that quarter and the Rent already paid for it

3.3 Back-payment where review delayed

If the Rent payable during any review period has not been ascertained by the Relevant Review Date then the Tenant must pay to the Landlord within 7 days of the date on which the Rent is agreed or the Expert's determination is received by him any shortfall between the Rent that would have been paid for that period had it been ascertained on or before the relevant review date and the payments made by the Tenant on account and any VAT payable thereon and interest at the base lending rate from time to time of the Bank referred to in or nominated pursuant to Clause 1.8 in respect of each instalment of rent due on or after that Review Date on the amount by which the instalment of the

Rent that would have been paid had it been ascertained exceeds the amount paid by the Tenant on account the interest to be payable for the period from the date on which the instalment was due up to the date of payment of the shortfall

4 Effect of counter-inflation provisions

If at any Review Date a statute prevents restricts or modifies the Landlord's right either to review the Rent in accordance with this Lease or to recover any increase in the Rent then the Landlord may when the restriction or modification is removed relaxed or varied - without prejudice to his rights (if any) to recover any rent the payment of which has only been deferred by statute – on giving not less than 1 month's nor more than 3 months' notice to the Tenant at any time within 6 months of the restriction or modification being removed relaxed or varied time being of the essence require the Tenant to proceed with any review of the Rent that has been prevented or to review the Rent further where the Landlord's right was restricted or modified. The date of expiry of the notice is to be treated as a Review Date Provided That nothing in this paragraph is to be construed as varying any subsequent review date The Landlord may recover any increase in the Rent with effect from the earliest date permitted by law

SIGNED as a Deed by

PAUL MALCOLM HAZEL

in the presence of:

SIGNED as a Deed by

ARTHUR IAN HAZEL

in the presence of:

SIGNED as a Deed by

SIMON ADRIAN BOYCE

in the presence of:

SIGNED as a Deed by

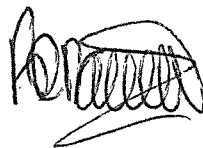
ROBERT SCOTT STUART

in the presence of:

SIGNED as a deed by

DIGNITY FUNERALS LIMITED

acting by one Director in the presence of:



witness signature:



witness name:

LENN ANNE BURNEY

witness address:

WITNESS NAME

c/o Dignity plc

4 King Edwards Court

King Edwards Square

Sutton Coldfield

West Midlands B73 6AP

witness occupation:

CORPORATE SERVICES ADMINISTRATOR

