

## NOTICE TO CLASS A NOTEHOLDERS

**THIS NOTICE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, YOU SHOULD IMMEDIATELY CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER PROFESSIONAL ADVISER AUTHORISED UNDER THE FINANCIAL SERVICES AND MARKETS ACT 2000 (IF YOU ARE IN THE UNITED KINGDOM) OR ANOTHER APPROPRIATELY AUTHORISED INDEPENDENT FINANCIAL ADVISER (IF YOU ARE NOT)**

### NOTICE OF MEETING

£254,450,000 Class A Secured 6.310% Notes due 2023 (ISIN: XS0165707612)  
(the "**Class A Notes**")

issued by

**DIGNITY FINANCE PLC** (the "**Issuer**" or the "**Company**")  
(Company number: 04488292)

**NOTICE IS HEREBY GIVEN** that, pursuant to the provisions of Schedule 5 of the Trust Deed (as defined below), which constitutes the Notes, made between the Issuer and BNY Mellon Corporate Trustee Services Limited (the "**Note Trustee**"), a meeting of the holders of the Class A Notes (the "**Class A Noteholders**") has been convened by the Issuer and will be held at the offices of DLA Piper UK LLP at 3 Noble Street, London EC2V 7EE on 10 July 2014 at 10.00 a.m. (London time) for the purpose of considering and, if thought fit, passing the resolution set out below which will be proposed as an Extraordinary Resolution in accordance with the provisions of the trust deed dated 11 April 2003 (as amended and supplemented by a first supplemental trust deed dated 19 March 2004, a second supplemental trust deed dated 21 February 2006, a third supplemental trust deed dated 27 September 2010 and a fourth supplemental trust deed dated 30 July 2013 (together, the "**Trust Deed**")).

Capitalised terms used in this Notice and not otherwise defined herein shall have the meanings ascribed to them in the Trust Deed.

References herein to the "**Meeting**" are to the meeting convened hereby of the Class A Noteholders and references herein to the "**Extraordinary Resolution**" are to the Extraordinary Resolution of the Class A Noteholders in the form set out below.

### BACKGROUND

The Company is seeking approval to amend Clause 18.7.2 of the Issuer/Borrower Loan Agreement made between *inter alios* the Company and Dignity (2002) Limited dated 11 April 2003, as amended and restated from time to time, including as most recently amended and restated on 30 July 2013 (the "**IBLA**"), which contains a technical drafting error. The IBLA was amended and restated on 27 September 2010 pursuant to a deed of amendment and restatement. Pursuant to such amendments, Clause 18.7.2 was added to the IBLA (the "**2010 Amendment**"). Clause 18.7.2 of the IBLA, as currently drafted, does not permit the Dignity Group to provide certain indemnities which are contained in certain contracts entered into by the Dignity Group in the ordinary course of its business. For the avoidance of doubt, the Dignity Group were not restricted in providing such indemnities pursuant to the IBLA prior to the date of the 2010 Amendment and there has not been an intention to restrict the Dignity Group from providing such indemnities at any time.

The Company recently became aware that the provision of each such indemnity is in breach of Clause 18.7.2 of the IBLA and that such breaches have resulted in technical Defaults. The Company is

seeking approval for (i) an amendment to clause 18.7.2 of the IBLA and (ii) a waiver of any Default which has arisen as a result of any breach of clause 18.7.2 of the IBLA during the period from 27 September 2010 to the date that the proposed amendment to the IBLA as contemplated herein becomes effective. The amendment to the IBLA will be effected by executing an agreement to amend the IBLA (the "**IBLA Amendment Agreement**").

## **EXTRAORDINARY RESOLUTION**

In relation to the Class A Noteholders, the following Extraordinary Resolution will be considered and, if thought fit, passed at the Meeting:

"**THAT THIS MEETING** (the "**Meeting**") of the holders of the £254,450,000 Class A Secured 6.310% Notes due 2023 (ISIN: XS0165707612) (the "**Class A Noteholders**" and the "**Class A Notes**", respectively) issued by Dignity Finance PLC (the "**Issuer**" or the "**Company**") constituted by a trust deed dated 11 April 2003 (as amended and supplemented by a first supplemental trust deed dated 19 March 2004, a second supplemental trust deed dated 21 February 2006, a third supplemental trust deed dated 27 September 2010 and a fourth supplemental trust deed dated 30 July 2013 (together, the "**Trust Deed**") between the Issuer and BNY Mellon Corporate Trustee Services Limited (the "**Note Trustee**") as trustee for the Class A Noteholders and the holders of the £206,350,000 Class B Secured 8.151% Notes due 2031 (ISIN: XS0165710913) (the "**Class B Noteholders**" and the "**Class B Notes**", the Class B Noteholders together with the Class A Noteholders, the "**Noteholders**" and the Class B Notes together with the Class A Notes, the "**Notes**") hereby:

1. approves and assents to the amendment of the Issuer/Borrower Loan Agreement made between *inter alios* the Issuer and Dignity (2002) Limited dated 11 April 2003, as amended and restated from time to time, including as most recently amended and restated on 30 July 2013 (the "**IBLA**") (the "**Amendments**") to effect the following modification:

Clause 18.7.2 shall be amended as follows (the track changes highlighting the Amendments):

"An Obligor may ~~\_, in the ordinary course of business,~~ indemnify a contract counterparty under any contract, including, without limitation, a Permitted Acquisition, Permitted Disposal, Permitted Crematorium Development or a Permitted Operating Contract in respect of any loss or damage incurred by such a counterparty arising from such Obligor's:

- (a) compliance with its own employment obligations; or
- (b) grant of a licence to a counterparty to use its Business Intellectual Property or Third Party Intellectual Property;
- (c) breach (or alleged breach) of ~~any its~~ contractual or legal obligations ~~s to perform a service~~; or
- (d) breach (or alleged breach) of any covenant under a lease<sub>s</sub>.

provided that (i) such indemnity is provided in the ordinary course of such Obligor's business (including, without limitation, under a Permitted Acquisition, Permitted Disposal, Permitted Crematorium Development or a Permitted Operating Contract); and (ii) the Obligor Transaction Documents do not restrict such Obligor from entering into such contract-",

as contemplated in the IBLA Amendment Agreement;

2. sanctions and approves the waiver of any Default (as defined in the IBLA), arising from a breach of clause 18.7.2 of the IBLA during the period from and including 27 September 2010 to and including the date that the amendments to the IBLA contemplated by this Extraordinary Resolution become effective (the "**Waiver**");

3. authorises, directs, requests and empowers the Note Trustee to execute the IBLA Amendment Agreement and concur with, and to execute and do, all such other deeds, agreements, instruments, acts and things as the Note Trustee, in its absolute discretion, may consider necessary or desirable to effect the Amendments and the Waiver referred to in this Extraordinary Resolution and sanctions and agrees to ratify all such deeds, agreements, instruments, acts and things;
4. acknowledges that capitalised terms used in this Extraordinary Resolution and not otherwise defined have the same meanings as given to them in or pursuant to the Trust Deed;
5. sanctions and assents to every abrogation, variation, amendment, modification, compromise of, or arrangement in respect of, the rights of the Noteholders against the Issuer or any other Obligor or against any of its property whether such rights shall arise under the Trust Deed or are otherwise connected with or resulting from the IBLA Amendment Agreement and the Amendments and the Waiver referred to in this Extraordinary Resolution;
6. authorises and requests the Note Trustee to instruct the Security Trustee pursuant to the security trust deed dated 20 December 2002 (as amended and restated on 11 April 2003 and as further amended and restated on 21 February 2006 and as further amended and restated on 30 July 2013 and as further amended and/or restated and/or supplemented from time to time) (the "**Security Trust Deed**") to enter into the IBLA Amendment Agreement and such other documents in connection with the Amendments and the Waiver as may be required or as it may be desirable for the Security Trustee to be a party or signatory;
7. waives any claim that we may have against the Note Trustee arising as a result of any loss or damage which we may suffer or incur as a result of the Note Trustee acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding on the Noteholders) and we further confirm that we will not seek to hold the Note Trustee liable for any such loss or damage;
8. approves that the Note Trustee be and is hereby authorised and instructed not to obtain any legal opinions in relation to, or to enquire into, the power and capacity of any person to enter into the IBLA Amendment Agreement, or the due execution and delivery thereof by any party thereto or the validity or enforceability thereof and that it shall not be liable to us for any consequences resulting from following this instruction; and
9. discharges and exonerates the Note Trustee and the Issuer Security Trustee from any and all liabilities of whatever nature for which it may have become or may become responsible by reason of its acting in accordance with this Extraordinary Resolution or making any determination or exercising (or, as the case may be, not exercising) any other power or right conferred pursuant to or arising out of this Extraordinary Resolution."

The Company has convened the Meeting for the purpose of enabling the Class A Noteholders to consider the proposals set out herein and, if they think fit, to pass the Extraordinary Resolution set out above.

#### **NOTES:**

The Note Trustee has not participated in the formulation of the terms of the IBLA Amendment Agreement, the Amendments, the Waiver or the Extraordinary Resolution and, in accordance with normal practice, expresses no view on their merits; and nothing in this Notice should be construed as a recommendation to Class A Noteholders from the Note Trustee to vote in favour of, or against, the Extraordinary Resolution. Class A Noteholders should take their own independent advice on the merits of, and on the consequences of voting in relation to, the Extraordinary Resolution, including

any tax consequences. However, the Note Trustee does not have any objection to the Extraordinary Resolution being put to the Class A Noteholders for their consideration.

Copies of the Trust Deed, the IBLA, the Issuer Master Framework Agreement, the draft IBLA Amendment Agreement and this Notice will be available for inspection by the Class A Noteholders at the specified offices of the Paying Agents, as set out below, on and from the date of this Notice during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) up to and including 8 July 2014, at the Meeting and for 15 minutes prior to the Meeting.

A Class A Noteholder will be required to produce evidence satisfactory to the Company or, as the case may be, the Paying Agents (in the case of an individual) of his or her status as a Class A Noteholder or (in the case of a corporation) that he or she is a duly authorised representative of the Class A Noteholder before (in either case) being permitted to inspect the documents described above or any drafts which supersede the documents described above.

The attention of Class A Noteholders is drawn, in particular, to the quorum required for the Meeting and for any adjourned Meeting which is set out in the section entitled "Quorum" below. Having regard to such requirements, Class A Noteholders are strongly urged either to attend the Meeting or to take steps to be represented at the Meeting, as referred to below, as soon as possible.

### **Who is entitled to vote on the proposed Extraordinary Resolution?**

The Class A Notes are currently held in the form of a Global Note which is held by a common depositary for the accounts of Euroclear Bank S.A./N.V. as operator of the Euroclear System ("Euroclear") and Clearstream Banking, société anonyme ("Clearstream", and each of Euroclear and Clearstream, a "clearing system").

Each person who is the owner of a particular nominal amount of the Class A Notes, as shown in the records of Euroclear, Clearstream or their respective accountholders ("**Accountholders**"), (a "**Beneficial Owner**") should note that they are not the legal holders of the Class A Notes for the purposes of the Meeting and will only be entitled to attend and vote at the Meeting in accordance with the procedures set out in the section entitled "Procedures for Voting" below. On this basis, the only Class A Noteholder currently able to vote at the Meeting with respect to the Class A Notes represented by the Global Note will be the holder of the Global Note, is the common depositary of Euroclear and Clearstream. However, the common depositary may grant proxies to the Beneficial Owners to attend and vote at the Meeting. Alternatively, Beneficial Owners who hold their interests through a clearing system and who do not wish to attend and vote in person may convey their voting instructions by contacting the relevant clearing system (or through the relevant Accountholder, if applicable) and arrange for votes to be cast on their behalf. See the section entitled "Procedures for Voting" below.

### **Procedures for Voting**

A Class A Noteholder may vote on the proposed Extraordinary Resolution by either attending and voting at the Meeting as a proxy or delivering voting instructions through the clearing systems with respect to their Class A Notes.

#### *Attending and Voting at the Meeting:*

Those Beneficial Owners who hold their interests in the Class A Notes through the clearing systems and who wish to attend and vote at the Meeting should contact the relevant clearing system (through the relevant Accountholder, if applicable) to make arrangements to be appointed as proxy in respect of the Class A Notes in which they have an interest for the purpose of attending and voting at the Meeting in person. Such Beneficial Owners must have made arrangements to vote with the relevant clearing system (through the relevant Accountholder, if applicable) in time for the relevant clearing

system to arrange for them to be appointed as a proxy no later than 48 hours before the time fixed for the Meeting.

*Delivering instructions to vote:*

Those Beneficial Owners who hold their interests in the Class A Notes through a clearing system and who wish to vote at but who do not wish to attend the Meeting should contact the relevant clearing system (through the relevant Accountholder, if applicable) to arrange for another person nominated by them to be appointed as a proxy in respect of such Class A Notes in which they have an interest to attend and vote at the Meeting on their behalf or to make arrangements for the votes relating to such Class A Notes in which they have an interest to be cast on their behalf by or on behalf of the Principal Paying Agent acting as a proxy. A Beneficial Owner must have made arrangements to vote with the relevant clearing system (through the relevant Accountholder, if applicable) in time for the relevant clearing system to arrange for the Beneficial Owner's nominee, or a representative of the Principal Paying Agent to be appointed as a proxy not later than 48 hours before the time fixed for the Meeting.

## **Quorum**

The relevant provisions governing the convening and holding of the Meeting are set out in Schedule 5 to the Trust Deed, copies of which are available for inspection as referred to above.

The quorum required at the Meeting is two or more persons present in person holding Class A Notes, Voting Certificates or being proxies and holding or representing a majority of the Principal Amount Outstanding (as defined in Schedule 4 to the Trust Deed) of the Class A Notes then outstanding.

If within 15 minutes from the time fixed for the Meeting a quorum is not present the Meeting shall stand adjourned for such period, not being less than 14 days nor more than 42 days, and to such time and place, as may be appointed by the Chairman of the Meeting. The quorum required at such adjourned Meeting is two or more persons present in person holding Class A Notes, Voting Certificates or being proxies, whatever the Principal Amount Outstanding of the Class A Notes then outstanding so held or represented in such class.

## **Procedures at the Meeting**

Every question submitted to the Meeting will be decided on a show of hands unless a poll is duly demanded by the Chairman of the Meeting, the Issuer, the Note Trustee, or by one or more persons holding one or more Class A Notes or Voting Certificates or being proxies and holding or representing in the aggregate not less than one fiftieth (2.0 per cent.) in principal amount of the Class A Notes for the time being outstanding. On a show of hands every person who is present in person and produces a Class A Note or Voting Certificate or is a proxy shall have one vote. On a poll every person who is so present shall have one vote in respect of each £5,000 of the aggregate face amount of the Class A Notes so produced or represented by the Voting Certificate so produced or in respect of which he is a proxy.

To be passed, the Extraordinary Resolution requires not less than three-quarters of the votes cast.

**If passed, the Extraordinary Resolution will be binding on all the holders of Class A Notes, whether or not present at such Meeting and whether or not voting, and upon all the holders of the coupons relating to the Class A Notes. In addition, pursuant to the provisions of the Trust Deed constituting the Notes, an Extraordinary Resolution duly passed by the holders of Class A Notes only, being the holders of the Most Senior Class of Notes, will also be binding upon all the holders of Class B Notes.**

## **Governing Law**

This Notice and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

### **Contact Details**

Class A Noteholders whose Class A Notes are held by Clearstream, Luxembourg or Euroclear should contact the following for further information:

Clearstream, Luxembourg: Corporate Action (CIE) Department  
Tel: (Luxembourg) +352 243 636 531

Euroclear: Custody Operations Department  
Tel: (Brussels) +32 2224 4245

The Paying Agents with respect to the Class A Notes are as follows:

The Bank of New York Mellon, London Branch  
One Canada Square  
London E14 5AL  
United Kingdom

The Bank of New York Mellon (Ireland) Limited  
4th Floor,  
Hanover Building  
Windmill Lane  
Dublin 2  
Republic of Ireland

**REGISTERED OFFICE OF THE COMPANY**

**Dignity Finance PLC**  
4 King Edwards Court  
Sutton Coldfield  
West Midlands  
B73 6AP

**NOTE TRUSTEE**

**BNY Mellon Corporate Trustee Services Limited**  
48th Floor  
One Canada Square  
London E14 5AL  
United Kingdom

*Any questions regarding the procedures for voting may be directed to the Principal Paying Agent at the address, telephone number, fax number and email address specified below:*

**PRINCIPAL PAYING AGENT**

The Bank of New York Mellon, London Branch  
One Canada Square  
London E14 5AL  
United Kingdom

Telephone: +44 207163 7522

Fax: +44 207 964 2533

Email: [BNYM.structured.finance.team.6@bnymellon.com](mailto:BNYM.structured.finance.team.6@bnymellon.com)

This notice is given by:

**Dignity Finance PLC**

**Date: 18 June 2014**