

MR01

Particulars of a charge

104525/468

Oyez

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
delivered outside of the 21 days it will be rejected unless it is accompa-
nyed by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form This
scanned and placed on the public record

WEDNESDAY



A3NE8VCX

A52

24/12/2014

#9

COMPANIES HOUSE

1 Company details

Company number 0 6 7 9 2 2 6 6

Company name in full Cook Defence Systems Limited

For official use

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 1 2 2 0 1 4

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 THE TRUSTEES OF THE A J COOK PENSION SCHEME

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

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

None

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Particulars of a charge

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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

Gordons Ltd




X

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

MR01

Particulars of a charge

	Presenter information
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.	
Contact name	JXH/WIL825/26
Company name	Gordons LLP
Address	Riverside West
Whitehall Road	
Leeds	
Post town	
County/Region	
Postcode	L S 1 4 A W
Country	
DX	DX 729680 - LEEDS 68
Telephone	0113 227 0100
	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	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included a certified copy of the instrument with this form	
<input type="checkbox"/> You have entered the date on which the charge was created	
<input type="checkbox"/> You have shown the names of persons entitled to the charge	
<input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8	
<input type="checkbox"/> You have given a description in Section 4, if appropriate	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> You have enclosed the correct fee	
<input type="checkbox"/> 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	

17X



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 6792266

Charge code: 0679 2266 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2014 and created by COOK DEFENCE SYSTEMS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th December 2014.

Given at Companies House, Cardiff on 7th January 2015



Companies House



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

DATED

22 December

2014

(1) THE COMPANIES NAMED IN THIS DEED AS CHARGING
COMPANIES

- and -

(2) THE TRUSTEES OF THE A J COOK PENSION SCHEME

COMPOSITE GUARANTEE AND DEBENTURE

This Composite Guarantee and Debenture is subject to an Intercreditor Deed dated on or around the date hereof made between, inter alia, the Company (as Parent) (1), the Companies named therein (as Group Companies) (2), the A loan note holders named therein (as A Loan Note Holders) (3), the Pension Fund (4), the B loan note holders named therein (as B Loan Note Holders) (5), the companies named therein (as Intra Group Creditors) (6)



We hereby certify this to be a true
and accurate copy of the original

Gordons LLP

Gordons LLP
Solicitors, Leeds

Date: 22/12/2014

Riverside West
Whitehall Road
Leeds
West Yorkshire
LS1 4AW

Ref JXR/WIL825/26

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THIS COMPOSITE GUARANTEE AND DEBENTURE is made on 22 December 2014

BETWEEN

- (1) **THE COMPANIES LISTED IN PART 1 OF SCHEDULE 1** (the "Initial Charging Companies"), and
- (2) **THE PERSONS LISTED IN PART 2 OF SCHEDULE 1 AS THE TRUSTEES OF THE A J COOK PENSION SCHEME AS TRUSTEES** (together, the "Pension Fund")

IT IS AGREED as follows

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed the following terms have the following meanings

"Act" means the Law of Property Act 1925,

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 5.2 (*Security assignments*),

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

"Charged Securities" means

- (i) the shares specified in part 2 of Schedule 3 (*Details of Security Assets*), and
- (ii) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at the date of this Deed) now or in the future owned (legally or beneficially) by a Charging Company or in which such Charging Company has an interest at any time,

"Charging Companies" means the Initial Charging Companies and any other members of the Group which accede to the terms of this Deed pursuant to the terms of a duly executed Deed of Accession,

"Company" means William Cook Holdings Limited, a company incorporated and registered under the laws of England and Wales with number 32830107 with its registered office at Parkway Avenue, Sheffield, S9 4UL,

"Deed of Accession" means the deed of accession substantially in the form set out in Schedule 6 (*Form of Deed of Accession*),

"Finance Documents" means the Loan Agreement, the Security Documents and any other document designated as such by the Pension Fund and the Company,

"Group Companies" means the Company and each of its Subsidiaries from time to time,

"Insurances" means all policies of insurance which are at any time held by or written in favour of a Charging Company, or in which a Charging Company from time to time has an interest,

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Charging Company in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registerable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of any Charging Company (including, without limitation, the

intellectual property rights (if any) specified in part 3 of Schedule 3) (*Details of Security Assets*)),

"Intercreditor Deed" means the intercreditor deed dated on or around the date hereof made between, inter alia, the Company (as Parent) (1), the Companies named therein (as Group Companies) (2), the A loan note holders named therein (as A Loan Note Holders) (3), the Pension Fund (4), the B loan note holders named therein (as B Loan Note Holders) (5), the companies named therein (as Intra Group Creditors) (6)

"Loan Agreement" means the loan agreement dated on or around the date of this Deed and entered into between (1) the Company and (2) the Pension Fund pursuant to which the Pension Fund agrees to make a loan of £3,000,000 to the Company,

"Party" means a party to this Deed,

"Permitted Security Interest" means

- (i) the Security, and
- (ii) the security created by each Group Company and described in the Intercreditor Deed,

"Planning Acts" means (1) The Town and Country Planning Act 1990, (2) the Planning (Listed Buildings and Conservation Areas) Act 1990, (3) the Planning (Hazardous Substances) Act 1990, (4) the Planning (Consequential Provisions) Act 1990, (5) the Planning and Compensation Act 1991, (6) an regulations made pursuant to any of the foregoing and (7) any other legislation of a similar nature,

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) at the date of this Deed, or at any time thereafter, belonging to any Charging Company, or in which any Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of Schedule 3 (*Details of Security Assets*)), together with

- (i) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (ii) all easements, rights and agreements in respect thereof,
- (iii) all proceeds of sale of that property, and
- (iv) the benefit of all covenants given in respect thereof,

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Pension Fund under this Deed,

"Related Rights" means, in relation to any Charged Securities

- (i) all dividends, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph (ii) below,
- (ii) all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Relevant Contract" means each of the agreements specified in part 4 of Schedule 3 (*Details of Security Assets*) or is designated a Relevant Contract by the Pension Fund, together with each other agreement supplementing or amending or novating or replacing the same,

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any Group Company to the Pension Fund under or pursuant to

any Finance Document to which any Group Company is a party (including all monies covenanted to be paid under this Deed),

"Security" means any Security Interest created by or pursuant to any Finance Document,

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed,

"Security Documents" means any and all documents, guarantees, assignment of keyman and other security documents and/or guarantees entered into from time to time by any Group Company to secure and/or guarantee the Secured Obligations and including this Deed,

"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security,

"Security Period" means the period beginning on the date of this Deed and ending on the date on which

- (i) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and
- (ii) the Pension Fund has no further commitment, obligation or liability under or pursuant to the Finance Documents,

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

1 2 Interpretation

1 2 1 Unless a contrary indication appears, any reference in this Deed to

1 2 1 1 a **"Charging Company"** or the **"Pension Fund"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees,

1 2 1 2 **"this deed"**, any other **"Finance Document"** or any other agreement or instrument shall be construed as a reference to this Deed, such other Finance Document or, as the case may be, such other agreement or instrument as amended, supplemented, novated, restated and/or replaced in any manner from time to time (even if any of the same increases the obligations of any Group Company or provides for further advances),

1 2 1 3 **"assets"** includes any present and future properties, revenues and rights of every description and includes uncalled capital,

1 2 1 4 a demand is **"continuing"** shall be construed as meaning a demand that has not been waived in writing by the Pension Fund,

1 2 1 5 **"including"** or **"includes"** means including or includes without limitation,

1 2 1 6 **"Secured Obligations"** includes obligations and liabilities which would be treated as such but for the liquidation or dissolution of or similar event affecting any Group Company,

1 2 1 7 a provision of law is a reference to that provision as amended or re-enacted,

1 2 1 8 the singular includes the plural and vice versa,

- 1 2.2 References to clauses, paragraphs and schedules are to be construed, unless otherwise stated, as references to clauses, paragraphs and schedules of this Deed and references to this Deed include its schedules
- 1.2 3 Clause and schedule headings are for convenience only and shall not affect the construction of this Deed
- 1 2 4 All of the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired
- 1 2.5 This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Deed
- 1 2 6 Each undertaking of any Charging Company (other than a payment obligation) contained in this Deed must be complied with at all times during the Security Period
- 1 2 7 The terms of the other Finance Documents, and of any side letters between any of the parties thereto in relation to any Finance Document, are incorporated in this Deed to the extent required to ensure that any disposition of the Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- 1 2 8 If the Pension Fund reasonably considers that an amount paid by any Charging Company to the Pension Fund under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of such Charging Company, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed
- 1 2 9 The liabilities and obligations of each of the Charging Companies under this Deed shall be joint and several. Each Charging Company agrees to be bound by this Deed notwithstanding that any other Charging Company which was intended to sign or be bound by this Deed did not so sign or is not bound by this Deed
- 1 2 10 In the event of any conflict or inconsistency arising between any of the provisions of this Deed and the Intercreditor Deed, the Intercreditor Deed shall prevail

1 3 **Third Party Rights**

A person who is not a Party shall have no right which the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other document issued or entered into under or in connection with it but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999

1 4 **Incorporated terms**

The terms of all of the documents relating to the Secured Obligations are incorporated into this Deed to the extent required for any purported disposition of any Secured Assets contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

2. **GUARANTEE AND INDEMNITY**

2 1 Guarantee and Indemnity

Each Charging Company irrevocably and unconditionally

- 2 1 1 guarantees in favour of the Pension Fund punctual performance by each Group Company of all obligations of each Group Company under the Finance Documents,
- 2 1.2 undertakes in favour of the Pension Fund that whenever a Group Company does not pay the amount when due under, or in connection with, any Finance Document, such Charging Company shall immediately on demand pay that amount as if it were the principal obligor, and
- 2 1 3 indemnifies the Pension Fund immediately on demand against any cost, loss or liability suffered by the Pension Fund if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which the Pension Fund would otherwise have been entitled to recover

2 2 Extension of Guarantee

The guarantee set out in this clause 2 is given subject to and with the benefit of the provisions set out in Schedule 2 (*The Guarantee*)

3. COVENANT TO PAY

- 3 1 Each Charging Company, as principal obligor and not merely as surety, covenants in favour of the Pension Fund that it will pay and discharge the Secured Obligations from time to time when they fall due
- 3 2 Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the rate and in the manner agreed in the relevant Finance Document under which such amount is payable and, in the absence of such agreement, at the rate of 4% above the base rate from time to time of Barclays Bank plc
- 3 3 Default interest will accrue from day to day and will be compounded at such intervals as the Pension Fund states are appropriate

4. GRANT OF SECURITY

4 1 Nature of security

All Security Interests and dispositions created or made by or pursuant to this Deed are created or made

- 4 1 1 in favour of the Pension Fund,
- 4 1.2 with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- 4.1 3 as continuing security for payment of all of the Secured Obligations

4 2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

5. FIXED SECURITY

5 1 Fixed Charges

Each of the Charging Companies charges and agrees to charge all the present and future right, title and interest of such Charging Company in and to the following assets which

are at any time owned by such Charging Company, or in which such Charging Company from time to time has an interest

- 5 1 1 by way of first legal mortgage
 - 5 1 1 1 the Property (if any) specified in part 1 of schedule 3 (*Details of Security Assets*), and
 - 5.1 1 2 all other Property (if any) at the date of this Deed vested in, or charged to, such Charging Company (not charged by clause 5 1 1 1),
- 5 1 2 by way of first fixed charge.
 - 5 1 2 1 all other Property and all interests in Property (not charged by clause 5 1 1), and
 - 5 1 2 2 all licences to enter upon or use land and the benefit of all other agreements relating to land;
- 5 1 3 by way of first fixed charge all plant and machinery (not charged under clauses 5 1 1 or 5 1 2) and the benefit of all contracts, licences and warranties relating to the same,
- 5 1 4 by way of first fixed charge
 - 5 1 4 1 all computers, vehicles, office equipment and other equipment (not charged by clause 5 1 3), and
 - 5 1 4 2 the benefit of all contracts, licences and warranties relating to the same,
- 5 1 5 by way of
 - 5 1 5 1 first fixed charge all the Charged Securities referred to in part 2 of schedule 3 (*Details of Security Assets*),
 - 5 1 5 2 first fixed charge all other Charged Securities (not charged by clause 5 1 5 1),

in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which such Charging Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,
- 5 1 6 by way of first fixed charge
 - 5 1 6 1 the Intellectual Property (if any) specified in part 3 of schedule 3 (*Details of Security Assets*), and
 - 5 1 6 2 all other Intellectual Property (if any) (not charged by clause 5 1 6 1),
- 5 1 7 to the extent that any of the Assigned Assets are not effectively assigned under clause 5 2 (Security assignments), by way of first fixed charge those Assigned Assets,
- 5 1 8 by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed)
 - 5.1 8 1 the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of such Charging Company or the use of any of its assets, and

5 1 8 2 any letter of credit issued in favour of such Charging Company and all bills of exchange and other negotiable instruments held by it, and

5 1 9 by way of first fixed charge all of the goodwill and uncalled capital of such Charging Company

5 2 Security assignments

Each of the Charging Companies assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to

5.2 1 the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom, and

5 2 2 the Insurances, all claims under the Insurances and all proceeds of the Insurances

To the extent that any Assigned Asset described in clause 5 2 2 is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Charging Company to any proceeds of the Insurances

5 3 Notice of assignment

Immediately upon execution of this Deed (and immediately upon the obtaining of any Insurance or on the execution of any Relevant Contract after the date of this Deed) each Charging Company shall if so requested by the Pension Fund

5 3 1 in respect of each Relevant Contract, deliver a duly completed notice of assignment to each other party to (that Relevant Contract, and use all its best endeavours to procure that each such person executes and delivers to the Pension Fund an acknowledgement, in each case in the respective forms set out in Schedule 4 (*Form of notice to and acknowledgement by party to Relevant Contract*) (or in such other form as the Pension Fund shall agree), and

5 3 2 in respect of each of the Insurances, deliver a duly completed notice of assignment to each other party to that Insurance, and use all its best endeavours to procure that each such person executes and delivers to the Pension Fund, in each case in the respective forms set out in Schedule 5 (*Form of notice to and acknowledgement by insurers*) (or in such other form as the Pension Fund shall agree)

5 4 Assigned Assets

The Pension Fund shall not be obliged to take any steps necessary to preserve any of the Assigned Assets, or to enforce any term of the Relevant Contracts against any person, or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed

6. FLOATING CHARGE

6 1 Each of the Charging Companies charges and agrees to charge by way of first floating charge all of its present and future

6 1 1 assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to the provisions of clause 5 1 (*Fixed charges*), clause 5 2 (*Security assignments*) or any other provision of this Deed, and

6 1 2 (whether or not effectively so charged) heritable property and all other property and assets in Scotland

7. CONVERSION OF FLOATING CHARGE

7 1 Conversion by notice

The Pension Fund may, by written notice to a Charging Company, convert the floating charge created under this Deed into a fixed charge as regards all or any of the assets of such Charging Company specified in the notice if

7 1 1 a demand by the Pension Fund has occurred and is continuing, or

7 1 2 the Pension Fund (acting reasonably) considers any Security Assets (whether or not those specified in the notice) to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

7 2 Small companies

The floating charge created under this Deed by any Charging Company shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2002 (or anything done with a view to obtaining such a moratorium) in respect of the relevant Charging Company

7 3 Automatic conversion

The floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

7 3 1 in relation to any Security Asset which is subject to a floating charge if

7 3 1 1 a Charging Company creates (or attempts or purports to create) any Security Interest (other than Permitted Security) on or over the relevant Security Asset without the prior consent in writing of the Pension Fund, or

7 3 1 2 any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and

7 3 2 over all Security Assets of a Charging Company which are subject to a floating charge if an administrator is appointed in respect of that Charging Company or the Pension Fund

7 4 Partial Conversion

The giving of a notice by the Pension Fund pursuant to clause 7 1 (*Conversion by notice*) in relation to any class of assets of any Charging Company shall not be construed as a waiver or abandonment of the rights of the Pension Fund to serve similar notices in respect of any other class of assets or of any of the other rights of the Pension Fund

8. CONTINUING SECURITY

8 1 Continuing security

The Security is continuing and will extend to the ultimate balance of all the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period

8 2 Additional and separate security

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which the Pension Fund may at any time hold for any of the Secured Obligations

8 3 Right to enforce

This Deed may be enforced against each or any Charging Company without the Pension Fund first having recourse to any other right, remedy, guarantee or Security Interest held

by or available to it

9. LIABILITY OF CHARGING COMPANIES RELATING TO SECURITY ASSETS

Notwithstanding anything contained in this Deed or implied to the contrary, each Charging Company remains liable to observe and perform all of the conditions and obligations assumed by it in relation to the Security Assets. The Pension Fund is under no obligation to perform or fulfil any such condition or obligation or make any payment in respect of any such condition or obligation.

10. UNDERTAKINGS BY THE CHARGING COMPANIES

10.1 Restrictions on dealing

No Charging Company will do or agree to do any of the following without the prior written consent of the Pension Fund:

1.1.1 create or permit to subsist any Security Interest on any of the Security Assets (except Permitted Security), or

1.1.2 sell, transfer, lease, lend or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of its interest in any Security Assets.

10.2 Security Assets generally

Each Charging Company will

10.2.1 permit the Pension Fund (or its designated representatives), on reasonable written notice

10.2.1.1 access during normal office hours to the accounting records of such Charging Company and to any documents and records relating to the Security Assets, and

10.2.1.2 to inspect, take extracts from, and make photocopies of, the same,

and to provide (at the expense of such Charging Company), such clerical and other assistance which the Pension Fund may reasonably require,

10.2.2 notify the Pension Fund within 14 days of receipt of every material notice, order or proposal given, or made in relation to, the Security Assets by any competent authority, and (if required by the Pension Fund) immediately provide it with a copy of the same and either (1) comply with such notice, order or proposal or (2) make such objections to the same as the Pension Fund may require or approve,

10.2.3 duly and punctually pay all rates, rents, Taxes, and other outgoings owed by it in respect of the Security Assets (or any of them),

10.2.4 comply in all material respects with all obligations in relation to the Security Assets under any present or future law, regulation, order or instrument or under any byelaws, regulations or requirements of any competent authority or other approvals, licences or consents,

10.2.5 comply with all material covenants and obligations affecting any of the Security Assets (or the manner of use of any of them),

10.2.6 not, except with the prior written consent of the Pension Fund (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any of the Security Assets,

10.2.7 unless the Pension Fund otherwise confirms in writing, deposit with the Pension Fund all deeds and documents of title relating to the Security Assets (which the Pension Fund may hold throughout the Security Period),

- 10 2 8 provide the Pension Fund with all information which it may reasonably request in relation to the Security Assets,
- 10 2 9 not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Security Assets (or make any omission which has such an effect)
- 10 3 **Property matters**
 - 10 3 1 Each Charging Company will
 - 10 3 1 1 maintain all buildings and erections forming part of the Security Assets in a good state or repair, and
 - 10 3 1 2 maintain all plant, machinery, fixtures, fittings and other effects for the time being owned by it in good working order and condition
 - 10 3 2 No Charging Company will, except with the prior written consent of the Pension Fund, confer on any person
 - 10 3 2 1 any lease or tenancy of any of the Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power),
 - 10 3 2 2 any right or licence to occupy any land or buildings forming part of the Property, or
 - 10 3 2 3 any licence to assign or sub-let any part of the Property
 - 10 3 3 No Charging Company will carry out any development within the meaning of the Planning Acts in or upon any part of the Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure of, or a change of use of, any part of the Property, without first obtaining the written consent of the Pension Fund
 - 10 3 4 No Charging Company will do, or permit to be done, anything as a result of which any lease may be liable to forfeiture or otherwise be determined
 - 10 3 5 Each Charging Company will notify the Pension Fund immediately upon the acquisition of any estate or interest in any freehold or leasehold property
 - 10 3 6 Each Charging Company will permit the Pension Fund and any person nominated by it at all reasonable times with reasonable notice to enter any part of the Property and view the state of it
 - 10 3 7 Each Charging Company will grant the Pension Fund on request all reasonable facilities within the power of such Charging Company to enable the Pension Fund (or its lawyers) to carry out investigations of title to the Property and to make all enquiries in relation to any part of the Property which a prudent mortgagee might carry out Those investigations shall be carried out at the expense of such Charging Company
 - 10 3 8 Immediately upon demand by the Pension Fund, each Charging Company will at its own expense provide the Pension Fund with a report as to title of such Charging Company to its Property (concerning those items which may properly be sought to be covered by a prudent mortgagee in a lawyer's report of this nature).
 - 10 3 9 Each Charging Company shall, in respect of any freehold or leasehold property which is acquired after the date of this Deed by such Charging Company, the title of which is registered at the Land Registry or the title to which is required to be so registered, give the Land Registry written notice of this Deed and procure that notice of this Deed is clearly noted in the Register to each such title

10 4 Insurance

- 10 4 1 Each of the Charging Companies will at all times comply with its obligations as to insurance contained in all documents which record the Secured Obligations
- 10 4 2 If at any time any Charging Company defaults in effecting or keeping up the insurances referred to in this clause 10 4, or in producing any insurance policy or receipt to the Pension Fund on demand, the Pension Fund may take out or renew such policies of insurance in any sum which the Pension Fund may reasonably think expedient. All monies which are expended by the Pension Fund in doing so shall be deemed to be properly paid by the Pension Fund and shall be reimbursed by such Charging Company on demand
- 10 4 3 In relation to the proceeds of Insurances after the execution of this Deed
 - 10 4 3 1 each Charging Company will notify the Pension Fund if any claim arises or may be made under the Insurances;
 - 10 4 3 2 subject to the terms of the Intercreditor Deed, the Pension Fund shall have the sole right to settle or sue for any such claim and give any discharge for insurance monies where the relevant claim involves an amount in excess of £50,000, and
 - 10 4 3 3 subject to the terms of the Intercreditor Deed, all claims and monies received or receivable under any Insurances must (subject to the rights or claims of any lessor or landlord of any part of the Security Assets) be applied in repairing, replacing, restoring or rebuilding the property damaged or destroyed or (on demand by the Pension Fund which is continuing) in permanent reduction of the Secured Obligations in such order as the Pension Fund sees fit

10 5 Intellectual Property

Unless the Pension Fund is of the opinion that the relevant Intellectual Property is of minor importance to the Group Companies, each Charging Company will

- 10 5 1 do all acts as are reasonably practicable to maintain, protect and safeguard (including, without limitation, registration with all relevant authorities) its Intellectual Property and not discontinue the use of any of its Intellectual Property, and
- 10 5 2 take all such reasonable steps, including the commencement of legal proceedings, as may be necessary to safeguard and maintain the validity, reputation, integrity, registration or subsistence of its Intellectual Property

10 6 Relevant Contracts

- 10 6 1 No Charging Company will, except with the prior written consent of the Pension Fund, amend or waive any term of any Relevant Contract, terminate any Relevant Contract or release any other party from its obligations under any Relevant Contract
- 10 6 2 Each Charging Company will duly perform its obligations under each Relevant Contract, will notify the Pension Fund of any material default by it or any other party under any Relevant Contract and will not take any action which will reduce or impede recoveries in respect of any Assigned Asset
- 10 6 3 Each Charging Company will provide to the Pension Fund as soon as practicable upon receipt copies of all notices which it may from time to time receive from any other party to any Relevant Contract

11. REPRESENTATIONS AND WARRANTIES

11 1 Representations and warranties

Each Charging Company makes the representations and warranties set out in this clause 11.1 to the Pension Fund.

11.1.1 No Security Interests

The Security Assets are, or when acquired will be, beneficially owned by such Charging Company free from any Security Interest other than

11.1.1.1 as created by this Deed, and

11.1.1.2 the Permitted Security

11.1.2 No avoidance

This Deed creates the Security Interests which it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of any Charging Company or otherwise

11.1.3 Ownership of Security Assets

Each Charging Company is the sole legal and beneficial owner of all of the Security Assets specifically identified in Schedule 3 (*Details of Security Assets*)

11.1.4 Properties

In relation to the Property part 1 of Schedule 3 (*Details of Security Assets*) identifies all freehold and leasehold Properties which are beneficially owned by each Charging Company at the date of this Deed

11.2 Matters represented

Those representations and warranties in clause 11.1 (*Representations and warranties*) (except for those in clause 11.1.4) are also deemed to be repeated by each Charging Company each day that the Secured Obligations are outstanding

12. POWER TO REMEDY

12.1 Power to remedy

If at any time after the execution of this Deed any Charging Company does not at any time comply with any of its obligations under this Deed, the Pension Fund (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. Such Charging Company irrevocably authorises the Pension Fund and its employees and agents by way of security to do all such things (including entering the property of such Charging Company) necessary or desirable to rectify that default.

12.2 Mortgagee in possession

The exercise of the powers of the Pension Fund under this clause 12 shall not render the Pension Fund liable as a mortgagee in possession.

12.3 Monies expended

Such Charging Company shall pay to the Pension Fund on demand any monies which are expended by the Pension Fund in exercising its powers under this clause 12, together with interest at the rate payable under the Loan Agreement at the relevant time from the date on which those monies were expended by the Pension Fund (both before and after judgment) and otherwise in accordance with clause 3.3

13. WHEN SECURITY BECOMES ENFORCEABLE

13.1 When enforceable

This Security shall become immediately enforceable upon demand of the Secured Obligations by the Pension Fund and shall remain so for so long as such demand is continuing.

13 2 Statutory Powers

The power of sale and other powers conferred by section 101 of the Act (as varied or amended or extended by this Deed) shall be immediately exercisable upon and at any time after demand of the Secured Obligations by the Pension Fund and for so long as such demand is continuing

13 3 Enforcement

After this Security has become enforceable, the Pension Fund may in its absolute discretion enforce all or any part of the Security in such manner as it sees fit

14. ENFORCEMENT OF SECURITY

14 1 General

For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Security. The statutory powers of leasing conferred on the Pension Fund are extended so as to authorise the Pension Fund to lease, make agreements for leases, accept surrenders of leases and grant options as the Pension Fund may think fit and without the need to comply with any provisions of section 99 or 100 of the Act

14 2 Powers of the Pension Fund

14 2 1 At any time after the Security becomes enforceable, the Pension Fund may,

14 2 1 1 (or if so requested by any Charging Company by written notice at any time may) without further notice appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets, and/or

14 2 1 2 appoint or apply for the appointment of any person who is appropriately qualified as administrator of a Charging Company, and/or

14 2 1 3 exercise all or any of the powers conferred on mortgagees by the Act (as varied or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver, and/or

14 2 1 4 exercise (in the name of any Charging Company and without any further consent or authority of such Charging Company) any voting rights and any powers or rights which may be exercised by the person(s) in whose name the Charged Investments are registered, or who is the holder of any of them

14 2 2 The Pension Fund is not entitled to appoint a Receiver in respect of any Security Assets of any Charging Company which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of that Charging Company

14.3 Redemption of prior mortgages

At any time after the Security has become enforceable, the Pension Fund may

14 3 1 redeem any prior Security Interest against any Security Asset, and/or

14 3 2 procure the transfer of that Security Interest to itself, and/or

- 14 3 3 settle and pass the accounts of the holder of any prior Security Interest and any accounts so settled and passed shall be conclusive and binding on each of the Charging Companies

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by such Charging Company to the Pension Fund on demand

14 4 Privileges

Each Receiver and the Pension Fund is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply

14 5 No liability

- 14 5 1 Neither the Pension Fund nor any Receiver shall be liable (a) in respect of all or any part of the Security Assets or (b) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct)

- 14 5.2 Without prejudice to the generality of clause 14 5 1, neither the Pension Fund nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable

14 6 Protection of third parties

No person (including a purchaser) dealing with the Pension Fund or a Receiver or its or his agents will be concerned to enquire

- 14 6 1 whether the Secured Obligations have become payable, or
- 14 6 2 whether any power which the Pension Fund or the Receiver is purporting to exercise has become exercisable, or
- 14 6 3 whether any money remains due under the Finance Documents (or any of them), or
- 14 6 4 how any money paid to the Pension Fund or to the Receiver is to be applied

15. RECEIVER

15 1 Removal and replacement

The Pension Fund may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to the provisions of section 45 of the Insolvency Act 1986) and whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated

15 2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, such persons shall have power to act individually (unless otherwise stated in the appointment document)

15 3 Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Pension Fund (or, failing such agreement, to be fixed by the Pension Fund)

15 4 Payment by Receiver

Only monies actually paid by a Receiver to the Pension Fund in satisfaction or discharge of the Secured Obligations shall be capable of being applied by the Pension Fund in satisfaction of the Secured Obligations

15 5 Agent of Charging Companies

Any Receiver shall be the agent of the relevant Charging Company in respect of which it is appointed. Such Charging Company shall (subject to the provisions of the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. The Pension Fund shall not incur any liability (either to such Charging Company or to any other person) by reason of the appointment of a Receiver or for any other reason.

16. POWERS OF RECEIVER

16 1 General powers

Any Receiver shall have

- 16 1 1 all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act,
- 16 1 2 (whether or not he is an administrative receiver) all the powers which are listed in Schedule 1 of the Insolvency Act 1986, and
- 16 1 3 all powers which are conferred by any other law conferring power on receivers

16 2 Additional powers

In addition to the powers referred to in clause 16 1 (*General powers*), a Receiver shall have the following powers

- 16 2 1 to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed,
- 16 2 2 to manage the Security Assets and the business of any of the Charging Companies as he thinks fit,
- 16 2 3 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise,
- 16 2 4 to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act. Fixtures may be severed and sold separately from the Property containing them, without the consent of any of the Charging Companies. The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party). Any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit,
- 16 2 5 to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which any of the Charging Companies was concerned or interested prior to his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land),
- 16 2 6 to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of any of the Charging Companies and, for that purpose, to enter into

covenants and other contractual obligations in the name of, and so as to bind, such Charging Company,

- 16 2 7 to take any such proceedings (in the name of any of the Charging Companies or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment),
- 16 2 8 to enter into or make any such agreement, arrangement or compromise as he shall think fit,
- 16 2 9 to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit,
- 16 2 10 to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm),
- 16 2 11 to form one or more Subsidiaries of any of the Charging Companies, and to transfer to any such Subsidiary all or any part of the Security Assets,
- 16 2 12 to operate any rent review clause in respect of any Property in respect of which he was appointed (or any part thereof) and to apply for any new or extended lease, and
- 16 2 13 to
 - 16 2 13 1 give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Assets,
 - 16 2 13 2 exercise in relation to the Security Assets (or any part of them) all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets, and
 - 16 2 13 3 use the name of any of the Charging Companies for any of the above purposes

17. APPLICATION OF PROCEEDS

17 1 Application

All monies received by the Pension Fund or any Receiver after the Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the security constituted by this Deed) be applied in the following order:

- 17 1 1 *first*, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made by the Pension Fund or any Receiver and of all remuneration due to the Receiver in connection with this Deed or the Security Assets,
- 17 1.2 *secondly*, in or towards the satisfaction of the remaining Secured Obligations, and
- 17 1.3 *thirdly*, in payment of any surplus to any Charging Company or other person entitled to it

17 2 Contingencies

If the Security is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), the Pension Fund or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account

18. CONSOLIDATION OF ACCOUNTS AND SET-OFF

18 1 Set-off

18 1 1 The Pension Fund may (but shall not be obliged to) set off any obligation which is due and payable by any Charging Company and unpaid (whether under the Finance Documents or which has been assigned to the Pension Fund by any other Charging Company under this Deed) against any obligation (whether or not matured) owed by the Pension Fund to such Charging Company, regardless of the place of payment, booking branch or currency of either obligation

18 1 2 If the obligations are in different currencies, the Pension Fund may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off

18 1 3 If either obligation is unliquidated or unascertained, the Pension Fund may set off in an amount estimated by it in good faith to be the amount of that obligation

18 2 Time deposits

Without prejudice to clause 18 1 (*Set-off*), if any time deposit matures on any account which any Charging Company has with the Pension Fund at a time within the Security Period when

18 2 1 this Security has become enforceable, and

18 2 2 no amount of the Secured Obligations is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Pension Fund in its absolute discretion considers appropriate unless the Pension Fund otherwise agrees in writing

19. DELEGATION

Each of the Pension Fund and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Pension Fund nor any Receiver will be in any way liable or responsible to any of the Charging Companies for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate

20. FURTHER ASSURANCES

20 1 Further action

Each Charging Company shall, at its own expense, promptly take whatever action the Pension Fund or a Receiver may require for

20 1 1 creating, perfecting or protecting the Security Interests intended to be created by this Deed, and

20 1 2 facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Pension Fund or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Pension Fund or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Pension Fund may think expedient

20.2 Specific security

Without prejudice to the generality of clause 20 1 (*Further action*), each Charging Company will forthwith at the request of the Pension Fund execute a legal mortgage, charge, assignment, assignation or other security over all or any of the Security Assets

which are subject to or intended to be subject to any fixed security created by this Deed in favour of the Pension Fund (including for the avoidance of doubt, any arising or intended to arise pursuant to clause 7 (*Conversion of Floating Charge*) in such form as the Pension Fund may reasonably require

21. POWER OF ATTORNEY

Each Charging Company, by way of security, irrevocably and severally appoints the Pension Fund, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which such Charging Company is obliged to take under this Deed, including under clause 20 (*Further Assurance*) Each Charging Company ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

22. PAYMENTS

22 1 Payments

Subject to clause 22.2 (*Gross-up*), all payments to be made by any Charging Company in respect of this Deed must be made

22 1 1 in immediately available funds to the credit of such account as the Pension Fund may designate, and

22 1 2 free and clear of, and without any deduction for, or on account of, any set-off or counterclaim or, except to the extent compelled by law, any deduction on account of any Tax

22 2 Gross-up

If any Charging Company is compelled by law to make any deduction or withholding from any sum payable under this Deed to the Pension Fund, the sum so payable by such Charging Company shall be increased so as to result in the receipt by the Pension Fund of a net amount equal to the full amount expressed to be payable under this Deed

23. STAMP DUTY

Each Charging Company shall

23 1 1 pay all present and future stamp, registration and similar Taxes or charges which may be payable, or determined to be payable, in connection with the execution, delivery, performance or enforcement of this Deed, or any judgment given in connection therewith, and

23 1 2 indemnify the Pension Fund and any Receiver on demand against any and all costs, losses or liabilities (including, without limitation, penalties) with respect to, or resulting from, its delay or omission to pay any such stamp, registration and similar Taxes or charges

24. COSTS AND EXPENSES

24 1 Preparation costs

Each Charging Company shall promptly on demand pay to the Pension Fund the amount of all reasonable costs, charges and expenses (including, without limitation, reasonable legal fees, valuation, accountancy and consultancy fees (and any VAT or similar Tax thereon)) incurred by the Pension Fund in connection with

24 1 1 the negotiation, preparation, printing, execution, registration and completion of this Deed, the Security or any of the documents referred to in this Deed, or

24 1 2 any actual or proposed amendment or extension of, or any waiver or consent under, this Deed

24 2 Enforcement costs

Each Charging Company shall promptly on demand pay to the Pension Fund and any Receiver the amount of all costs, charges and expenses (including, (without limitation) reasonable legal fees (and any VAT or similar Tax thereon)) incurred in connection with the enforcement, exercise or preservation (or the attempted enforcement, exercise or preservation) of any of its rights under this Deed or any of the documents referred to in this Deed (including all remuneration of the Receiver)

24 3 Default interest

Any amount demanded under clause 24 1 (*Preparation costs*) or clause 24 2 (*Enforcement costs*) shall bear interest at the rate payable under the Loan Agreement at the relevant time (both before and after judgment) from the day on which those monies, costs, charges or expenses were paid, incurred or charged by the relevant person

25. CURRENCIES

25 1 Conversion

All monies received or held by the Pension Fund or any Receiver under this Deed may be converted from their existing currency into such other currency as the Pension Fund or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Spot Rate of Exchange. Each Charging Company shall indemnify the Pension Fund against all monies, costs, charges and expenses incurred in relation to such conversion. Neither the Pension Fund nor any Receiver shall have any liability to any Charging Company in respect of any loss resulting from any fluctuation in exchange rates after any such conversion

25 2 Currency indemnity

No payment to the Pension Fund (whether under any judgment or court order or in the liquidation or dissolution of any Charging Company or otherwise) shall discharge the obligation or liability of each Charging Company in respect of which it was made, unless and until the Pension Fund shall have received payment in full in the currency in which the obligation or liability was incurred and, to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency, the Pension Fund shall have a further separate cause of action against each Charging Company and shall be entitled to enforce the Security to recover the amount of the shortfall

26. INDEMNITY

Each Charging Company shall indemnify the Pension Fund, any Receiver and any attorney, agent or other person appointed by the Pension Fund under this Deed and the Pension Fund's officers and employees (each an "**Indemnified Party**") on demand against any cost, loss, liability or expense (however arising) incurred by any of the Indemnified Parties as a result of or in connection with

26 1 1 anything done or omitted in the exercise or purported exercise of the powers contained in this Deed,

26 1 2 the Security Assets or the use or occupation of them by any person (including any environmental claim), or

26 1 3 any breach by any Charging Company of any of its obligations under this Deed

27. MISCELLANEOUS

27 1 Appropriation and suspense account

27 1 1 The Pension Fund may apply all payments received for the Secured Obligations in reduction of any part of the Secured Obligations as it thinks fit. Any such appropriation shall override any appropriation by any Charging Company

27 1 2 All monies received, recovered or realised by the Pension Fund under, or in connection with, this Deed may at the discretion of the Pension Fund be

credited to a separate interest bearing suspense account for so long as the Pension Fund determines (with interest accruing thereon at such rate, if any, as the Pension Fund may determine for the account of relevant Charging Company) without the Pension Fund having any obligation to apply the same or any part thereof in or towards the discharge of any of the Secured Obligations

27 2 Memorandum and articles

Each Charging Company certifies that the Security does not contravene any of the provisions of the memorandum or articles of association of that Charging Company

27 3 New accounts

If the Pension Fund receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security Interest (other than Permitted Security) affecting any Security Asset and/or the proceeds of sale of any Security Asset it may open a new account or accounts for any of the Charging Companies. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice. As from that time all payments made to the Pension Fund will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations

27 4 Assignment

27 4.1 No Charging Company may assign any of its rights under this Deed

27 4 2 The Pension Fund may assign or transfer all or any part of its rights under this Deed subject to the Intercreditor Deed. Each Charging Company will, immediately upon being requested to do so by the Pension Fund, enter into such documents as may be necessary or desirable to effect such assignment or transfer

27 5 The Land Registry

27 5 1 Each Charging Company must apply to the Chief Land Registrar for a restriction in the following terms to be entered on the Register of Title relating to any property registered at the Land Registry (or any unregistered land subject to first registration) and against which this Deed may be noted

"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 [] 20• in favour of The Trustees of The A J Cook Pension Scheme referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer"

27 5 2 Each Charging Company authorises the Pension Fund to make any application which the Pension Fund deems appropriate for the designation of this Deed, or any other Finance Document as an exempt information document under rule 136 of the Land Registration Rules 2003 and undertakes to use its best endeavours to assist with any such application made by or on behalf of the Pension Fund. Each Charging Company undertakes to notify the Pension Fund in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of this Deed or any other Finance Document, following its designation as an exempt information document and undertakes not to make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document. Each Charging Company shall properly make all applications to and filings with the Land Registry which are necessary or desirable under the Land Registration Rules 2003 to protect the Security. Each Charging Company shall not without the prior consent of the Pension Fund, permit any person to be or become registered under the Land Registration Act 2002 as the proprietor of a Security Asset who is not so

registered under the Land Registration Act 2002 at the date of this Deed or, in the case acquired after the date of this Deed, at the date of such acquisition

27.6 Amendments and waivers

Any provision of this Deed may be amended only if the Pension Fund and the Charging Companies so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Pension Fund so agrees in writing. A waiver given or consent granted by the Pension Fund under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

27.7 Calculations and certificates

A certificate of the Pension Fund specifying the amount of any Secured Obligation due from the Charging Companies (including details of any relevant calculation thereof) shall be prima facie evidence of such amount against the Charging Companies in the absence of manifest error.

27.8 Waiver, rights and remedies

No failure to exercise, nor any delay in exercising, on the part of the Pension Fund, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

28. NOTICES

28.1 Communications in writing

Any communication to be made under, or in connection with, this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter (but not by e-mail).

28.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is

28.2.1 in the case of each Charging Company, that identified with its name below, and

28.2.2 in the case of the Pension Fund, that identified with its name below,

or any substitute address, fax number or department or officer as any Charging Company may notify to the Pension Fund (or the Pension Fund may notify to the Charging Companies, if a change is made by the Pension Fund) by not less than five Business Days' notice.

28.3 Delivery

28.3.1 Subject to clause 28.3.2, any communication or document made or delivered by one Party to another under, or in connection with, this Deed will only be effective

28.3.1.1 if by way of fax, when received in legible form, or

28.3.1.2 if by way of letter, when it has been left at the relevant address for five Business Days after being deposited in the post, postage prepaid, in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 28.2 (*Addresses*), if addressed to that department or officer.

28.3.2 Any communication or document to be made or delivered to the Pension Fund will be effective only when actually received by the Pension Fund and then only if it is expressly marked for the attention of the department or officer identified with the signature of the Pension Fund below (or any substitute department or officer as the Pension Fund shall specify for this purpose)

28 3 3 All notices from or to the Charging Companies shall be sent through the Company

28 4 English language

~~28.4.1 Any notice given under, or in connection with, this Deed must be in English.~~

28 4 2 All other documents provided under or in connection with this Deed must be

28 4 2 1 in English, or

28 4 2 2 if not in English, and if so required by the Pension Fund, accompanied by a certified English translation and in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document

29. ACCESSION

Each Charging Company irrevocably authorises the Company to agree to, and execute as a deed, any duly completed Deed of Accession as agent for and on behalf of such Charging Company

30. THIRD PARTY RIGHTS

A person who is not a Party shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed This clause does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to that Act

31. RELEASE

Upon the expiry of the Security Period (but not otherwise) the Pension Fund shall, at the request and cost of the Charging Companies, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the security constituted by this Deed

32. GOVERNING LAW

This Deed shall be governed by and construed in accordance with English law

IN WITNESS of which this Deed has been duly executed by each of the Initial Charging Companies as a deed and duly executed by the Pension Fund and has been delivered on the date written at the beginning of this Deed

SCHEDULE 1**Part 1****Initial Charging Companies**

Name	Registered Number	Registered Office
William Cook Holdings Limited	03283010	Parkway Avenue, Sheffield, S9 4UL
William Cook Limited	00074837	Parkway Avenue, Sheffield, S9 4UL
William Cook Properties Limited	02362462	Parkway Avenue, Sheffield, S9 4UL
William Cook Estates Limited	02311818	Parkway Avenue, Sheffield, S9 4UL
William Cook Cast Products Limited	02727560	Parkway Avenue, Sheffield, S9 4UL
William Cook Intermodal Limited	01483687	Parkway Avenue, Sheffield, S9 4UL
William Cook Stanhope Limited	00359586	Parkway Avenue, Sheffield, S9 4UL
William Cook NDT Limited	01011570	Parkway Avenue, Sheffield, S9 4UL
William Cook Leeds Limited	00053475	Parkway Avenue, Sheffield, S9 4UL
William Cook Precision Limited	00533243	Parkway Avenue, Sheffield, S9 4UL
William Cook Master Patterns Limited	02610170	Parkway Avenue, Sheffield, S9 4UL
William Cook Machine Shop (Leeds) Limited	02727561	Parkway Avenue, Sheffield, S9 4UL
William Cook Integrity Limited	02070684	Parkway Avenue, Sheffield, S9 4UL
William Cook Aviation Limited	05922668	Parkway Avenue, Sheffield, S9 4UL
Cook Defence Systems Limited	06792266	Parkway Avenue, Sheffield, S9 4UL
William Cook Rail Limited	08694277	Parkway Avenue, Sheffield, S9 4UL

Part 2

The Trustees of The A J Cook Pension Scheme

Name	Registered Number	Registered Office
Andrew John Cook	N/A	[REDACTED]
Froggatt Trustee Limited	03839063	The Manor House, Froggatt Edge, Sheffield, S32 3ZB

SCHEDULE 2

The Guarantee

1. Continuing guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Charging Company under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part

2. Reinstatement

If any payment by a Charging Company, or any discharge given by the Pension Fund (whether in respect of the obligations of any Charging Company or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event

- (a) the liability of each Charging Company under this Deed shall continue as if the payment, discharge, avoidance or reduction had not occurred, and
- (b) the Pension Fund shall be entitled to recover the value or amount of that security or payment from each Charging Company, as if the payment, discharge, avoidance or reduction had not occurred

3. Waiver of defences

The obligations of each Charging Company under this Deed will not be affected by an act, omission, matter or thing which, but for this Deed, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or to the Pension Fund) including

- (a) any time, waiver or consent granted to, or composition with, any Charging Company or other person,
- (b) the release of any other Charging Company or any other person under the terms of any composition or arrangement with any creditor of any Group Company,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of any Charging Company or other person or any non-presentation or non-observance, any formality or other requirement in respect of any instrument or any failure to realise the full value of any security,
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Charging Company or any other person,
- (e) any amendment (however fundamental), novation, restatement or replacement of a Finance Document or any other document or security,
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security, or
- (g) any insolvency, administration or similar proceedings

4. Immediate recourse

Each Charging Company waives any right it may have of first requiring the Pension Fund to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Charging Company under this schedule 2. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary

5. Appropriations

Until all amounts which may be or become payable during the Security Period by the Charging Companies under or in connection with the Finance Documents have been irrevocably paid in full, the Pension Fund may

- (a) refrain from applying or enforcing any other monies, security or rights held or received by the Pension Fund in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Charging Company shall be entitled to the benefit of the same, and
- (b) hold in an interest-bearing suspense account any monies received from any Charging Company or on account of any Charging Company's liability under this schedule 2

6. Deferral of Guarantors' rights

Until all amounts which may be or become payable during the Security Period by the Charging Companies under, or in connection with, the Finance Documents have been irrevocably paid in full and unless the Pension Fund otherwise directs, no Charging Company will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents

- (a) to be indemnified by a Charging Company,
- (b) to claim any contribution from any other guarantor of any Charging Company's obligations under the Finance Documents, and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Pension Fund under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Pension Fund.

7. Additional security

This guarantee is in addition to, and is not in any way prejudiced by, any other guarantee or security at the date of this guarantee or subsequently held by the Pension Fund

SCHEDULE 3

Details of Security Assets

Part 1 – Property

[Intentionally Blank]

Charging Company	Address	Title Number

Unregistered land					
Charging Company	Address	County/District/ London Borough Title Number	Root of title		
			Date	Document	Parties

Part 2 - Shares

[Intentionally Blank]

Part 3 - Intellectual Property

[Intentionally Blank]

Part 4 - Relevant Contracts

[Intentionally Blank]

SCHEDULE 4

Form of notice to and acknowledgement by party to Relevant Contract

To [• Insert name and address of relevant party]

Dated • 20•

Dear Sirs,

Re: [*• describe Relevant Contract*] dated [*• DATE*] 20*•* between (1) you and [*• specify parties*] and (2) [*• NAME OF CHARGING COMPANY*] (the "Charging Company") the "Agreement[*•s*]"

- 1 We give notice that, by a composite guarantee and debenture dated [**• DATE**] (the
"Security Document"), the Charging Company has assigned to The Trustees of The A J
Cook Pension Scheme (the "**Pension Fund**") all its present and future right, title and
interest in and to [**• insert details of Relevant Contract**] (together with any other
agreement supplementing or amending the same, the "**Agreement**") including all rights
and remedies in connection with the Agreement and all proceeds and claims arising from
the Agreement
- 2 We irrevocably authorise and instruct you from time to time
- (a) to disclose to the Pension Fund without any reference to or further authority from
us (and without any enquiry by you as to the justification for such disclosure), such
information relating to the agreement as the Pension Fund may at any time and
from time to time request,
- (b) to hold all sums from time to time due and payable by you to us under the
Agreement to the order of the Pension Fund,
- (c) to pay or release all or any part of the sums from time to time due and payable by
you to the Charging Company under the Agreement only in accordance with the
written instructions given to you by the Pension Fund from time to time,
- (d) to comply with the terms of any written notice or instructions in any way relating
to, or purporting to relate to, the Security Document, the sums payable to the
Charging Company from time to time under the Agreement or the debts
represented thereby which you receive at any time from the Pension Fund without
any reference to or further authority from us and without further enquiry by you as
to the justification for or validity of such notice or instruction, and
- (e) send copies of all notices and other information under the Agreement to the
Pension Fund
- 3 We are not permitted to receive from you, otherwise than through the Pension Fund, any
amount in respect of or on account of the sums payable to us from time to time under the
Agreement or to agree any amendment or supplement to, or waive any obligation under,
the Agreement without the prior written consent of the Pension Fund
- 4 The provisions of this notice may only be revoked or amended with the prior written
consent of the Pension Fund
- 5 Please confirm your agreement to the above by completing the enclosed copy of this
notice and returning it to the Pension Fund (with a copy to us) that
- (a) you accept the instructions and authorisations contained in this notice and you
undertake to act in accordance with and comply with the terms of this notice,

- (b) you have not, at the date this notice is returned to the Pension Fund, received notice of the assignment or charge or the grant of any security or other interest of any third party in or to the Agreement or any proceeds thereof and you will notify the Pension Fund promptly if you should do so in future,
- (c) you will not permit any sums to be paid to the Charging Company or any other persons under or pursuant to the Agreement without the prior written consent of the Pension Fund,
- (d) you will not exercise any right to terminate the Agreement or take any action to amend or supplement the Agreement without the prior written consent of the Pension Fund

6 This notice (and any acknowledgement) shall be governed by and construed in accordance with English law

Yours faithfully,

For itself and on behalf of
[• NAME OF CHARGING COMPANY]

[On copy]

To The Trustees of The A J Cook Pension Scheme
as Pension Fund

[• ADDRESS OF PENSION FUND]

Copy to [• NAME OF CHARGING COMPANY]

Dear Sirs,

We acknowledge receipt of the above notice and consent and agree to its terms We confirm and agree to the matters set out in paragraphs 5(a) to 5(d) in the above notice

For itself and on behalf of
[• name of relevant party]

Dated • 20•

SCHEDULE 5

Form of notice to and acknowledgement by Insurers

To [• Insert name and address of insurer]

Dated 20•

Dear Sirs,

Re: [• *describe insurance policies*] dated [• DATE] 20• between (1) you and [• NAME OF CHARGING COMPANY] (the "Charging Company") (the "Polic[•y] OR [•ies]")

- 7 We give notice that, by a composite guarantee and debenture dated [• DATE] (the "**Security Document**"), we have assigned to The Trustees of The A J Cook Pension Scheme (the "**Pension Fund**") all our present and future right, title and interest in and to the Policies (together with any other agreement supplementing or amending the same, the "**Policies**") including all rights and remedies in connection with the Policies and all proceeds and claims arising from the Policies
- 8 We irrevocably authorise and instruct you from time to time
- (a) to disclose to the Pension Fund without any reference to or further authority from us (and without any enquiry by you as to the justification for such disclosure), such information relating to the Policies as the Pension Fund may at any time and from time to time request,
 - (b) to hold all sums from time to time due and payable by you to us under the Policies to the order of the Pension Fund,
 - (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Policies only in accordance with the written instructions given to you by the Pension Fund from time to time,
 - (d) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Security Document, the sums payable to us from time to time under the Policies or the debts represented thereby which you receive at any time from the Pension Fund without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction, and
 - (e) to send copies of all notices and other information given or received under the Policies to the Pension Fund
- 9 We are not permitted to receive from you, otherwise than through the Pension Fund, any amount in respect of or on account of the sums payable to us from time to time under the Policies or to agree any amendment or supplement to, or waive any obligation under, the Policies without the prior written consent of the Pension Fund
- 10 The provisions of this notice may only be revoked or amended with the prior written consent of the Pension Fund
- 11 Please confirm by completing the enclosed copy of this notice and returning it to the Pension Fund (with a copy to us) that
- (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice,
 - (b) you have not, at the date this notice is returned to the Pension Fund, received notice of the assignment or charge, the grant of any security or the existence of

any other interest of any third party in or to the Policies or any proceeds of them and you will notify the Pension Fund promptly if you should do so in future,

- (c) you will not permit any sums to be paid to us or any other person under or pursuant to the Policies without the prior written consent of the Pension Fund,
- (d) you will not exercise any right to terminate, cancel, vary or waive the Policies or take any action to amend or supplement the Policies without the prior written consent of the Pension Fund.

12 This notice (and any acknowledgement) is governed by English law

Yours faithfully

For itself and on behalf of
[• NAME OF CHARGING COMPANY]

[On copy]

To The Trustees of The A J Cook Pension Scheme
as Pension Fund
[• ADDRESS OF PENSION FUND]

Copy to [• Name of Charging Company]

Dear Sirs,

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraphs 5(a) to 5(d) in the above notice.

For itself and on behalf of
[• Name of insurer]

Dated • 20•

SCHEDULE 6

Form of Deed of Accession

THIS SUPPLEMENTAL DEED is made on

20•

BETWEEN

- (2) **THE COMPANY LISTED IN THE SCHEDULE** (the "Acceding Company"),
- (3) **WILLIAM COOK HOLDINGS LIMITED** (the "Company"), and
- (4) **THE TRUSTEES OF THE A J COOK PENSION SCHEME** (the "Pension Fund")

BACKGROUND

This Supplemental Deed is supplemental to a composite guarantee and debenture dated • 20• and made between (1) the Charging Companies and (2) the Pension Fund (the "Debenture")

IT IS AGREED as follows

1. DEFINITIONS AND INTERPRETATION

- (a) Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Supplemental Deed including the recital to this Supplemental Deed (unless otherwise defined in this Supplemental Deed)
- (b) The principles of construction set out in clause 1 2 of the Debenture shall apply with any necessary changes to this Supplemental Deed as if the same were set out in full in this Supplemental Deed

2. ACCESSION OF THE ACCEDING COMPANY

- (a) By its execution of this Supplemental Deed, the Acceding Company unconditionally and irrevocably undertakes to and agrees with the Pension Fund to observe and be bound by the terms and provisions of the Debenture as if it were an original party to the Debenture as one of the Charging Companies
- (b) Without prejudice to the generality of clause 2 1, the Acceding Company
 - (i) (jointly and severally with the other Charging Companies) covenants in the terms set out in clause 3 to the Debenture, and
 - (ii) with full title guarantee, charges and assigns to the Pension Fund for the payment and discharge of all monies and liabilities by this Supplemental Deed, or by the Debenture, covenanted to be paid or discharged by it, all its property, assets and undertaking on the terms set out in clauses 5 and 6 of the Debenture
- (c) Pursuant to the provisions of clause 30 of the Debenture, the Company, as agent for itself and the existing Charging Companies, consents to the accession of the Acceding Company to the Debenture and agrees that the Debenture shall after the date of this Supplemental Deed be read and construed as if the Acceding Company had been named in the Debenture as a Charging Company

3. INTERPRETATION

This Supplemental Deed shall be read as one with the Debenture, so that all references in the Debenture to "this Deed", and similar expressions shall include references to this Supplemental Deed

4. COUNTERPARTS

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

5. THIRD PARTY RIGHTS

A person who is not a party to this Supplemental Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Supplemental Deed. This clause does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to that Act

6. GOVERNING LAW

The provisions of clause 32 of the Debenture shall apply with any necessary changes to this Supplemental Deed as if they were set out in full in this Supplemental Deed

IN WITNESS of which this Supplemental Deed has been duly executed by the Company and the Acceding Company as a deed and duly executed by the Pension Fund and has been delivered on the date written at the beginning of this Supplemental Deed

SCHEDULE

The Acceding Company

Company Name	Company Number
•	•

EXECUTION PAGE

THE INITIAL CHARGING COMPANIES

EXECUTED and DELIVERED as a DEED by)
WILLIAM COOK HOLDINGS LIMITED)
by a director in the presence of)

Director

Witness Signature

Full Name

Address

Occupation

EXECUTED and DELIVERED as a DEED by)
WILLIAM COOK LIMITED)
by a director in the presence of)

Director

Witness Signature

Full Name

Address

Occupation

EXECUTED and DELIVERED as a DEED by)
WILLIAM COOK PROPERTIES LIMITED)
by a director in the presence of)

Director

Witness Signature

Full Name

Address

Occupation

EXECUTED and DELIVERED as a DEED by)
WILLIAM COOK ESTATES LIMITED)
by a director in the presence of)

Director

Witness Signature

Full Name

Address

Occupation

EXECUTED and DELIVERED as a DEED by)
WILLIAM COOK CAST PRODUCTS LIMITED)
by a director in the presence of)

Director

Witness Signature

Full Name

Address

Occupation

EXECUTED and DELIVERED as a DEED by)
WILLIAM COOK INTERMODAL LIMITED)
by a director in the presence of)

Witness Signature

Full Name

Address

Occupation

EXECUTED and DELIVERED as a DEED by)
WILLIAM COOK STANHOPE LIMITED)
by a director in the presence of)

Director

Witness Signature

Full Name

Address

Occupation

EXECUTED and DELIVERED as a DEED by)
WILLIAM COOK NDT LIMITED)
by a director in the presence of)

Director

Witness Signature

Full Name

Address

Occupation

EXECUTED and DELIVERED as a DEED by)
WILLIAM COOK LEEDS LIMITED)
by a director in the presence of)

Director

Witness Signature

Full Name

Address

Occupation

EXECUTED and DELIVERED as a DEED by)
WILLIAM COOK PRECISION LIMITED)
by a director in the presence of)

Director

Full Name

Address

Occupation

EXECUTED and DELIVERED as a DEED by)
WILLIAM COOK MASTER PATTERNS)
LIMITED)
by a director in the presence of)

Director

Witness Signature

Full Name

Address

Occupation

EXECUTED and DELIVERED as a DEED by)
WILLIAM COOK MACHINE SHOP)
(LEEDS) LIMITED)
by a director in the presence of)

Director

Witness Signature

Full Name

Address

Occupation

EXECUTED and DELIVERED as a DEED by)
WILLIAM COOK INTEGRITY LIMITED)
by a director in the presence of)

Director

Witness Signature

Full Name

Address

Occupation

EXECUTED and DELIVERED as a DEED by)
WILLIAM COOK AVIATION LIMITED)
by a director in the presence of)

Director

Witness Signature

Full Name

Address

Occupation

EXECUTED and DELIVERED as a DEED by)
COOK DEFENCE SYSTEMS LIMITED)
by a director in the presence of)

Director

Witness Signature

Full Name

Address

Occupation

EXECUTED and DELIVERED as a DEED by)
WILLIAM COOK RAIL LIMITED)
by a director in the presence of)

Director

Witness Signature

Full Name

Address

Occupation

THE PENSION FUND

EXECUTED AS A DEED
by FROGGATT TRUSTEE
as one of the trustees of
A J Cook Pension Scheme
in the presence of

Director

Witness Signature

Full Name

Address

Occupation

EXECUTED AS A DEED
by ANDREW JOHN COOK
as one of the trustees of
A J Cook Pension Scheme
in the presence of

Witness Signature

Full Name

Address

Occupation