

**COMPLETED ACQUISITION BY THE COOPERATIVE GROUP (CWS) LIMITED OF  
FAIRWAYS GROUP UK LIMITED**

**UNDERTAKINGS GIVEN BY THE COOPERATIVE GROUP (CWS) LIMITED TO THE  
OFFICE OF FAIR TRADING PURSUANT TO SECTION 73 OF  
THE ENTERPRISE ACT 2002**

**WHEREAS:**

- (a) On 24 March 2006 CGL purchased 86 per cent of the issued share capital of Fairways, thereby acquiring de jure control of Fairways;
- (b) It appears to the OFT that as a consequence of the Acquisition a relevant merger situation has been created in the UK;
- (c) The OFT has a duty to refer a completed merger to the CC for further investigation where it believes that it is or may be the case that the merger situation in question has resulted, or may be expected to result in a substantial lessening of competition within any market or markets in the UK for goods or services;
- (d) Under section 73 of the Act the OFT may, instead of making such a reference and for the purpose of remedying, mitigating or preventing the substantial lessening of competition concerned or any adverse effect which has or may have resulted from it, or may be expected to result from it, accept undertakings to take such action as it considers appropriate, from such of the parties concerned as it considers appropriate;
- (e) The OFT considers that, in the absence of appropriate undertakings, it would be under a duty to refer the Acquisition to the CC;
- (f) The OFT further considers that the undertakings given below by CGL are appropriate to remedy, mitigate or prevent the substantial lessening of competition, or any adverse effect which has or may have resulted from it, or may be expected to result from it, as specified in the Decision;
- (g) CGL gave initial undertakings on 16 June 2006 in respect of the acquisition of Fairways pursuant to section 71 of the Act for the purpose of preventing pre-emptive action. These initial undertakings cease to be in force on acceptance of the undertakings in lieu given below by CGL.

**NOW THEREFORE** CGL hereby gives to the OFT the following undertakings for the purpose of remedying, mitigating or preventing the substantial lessening of competition, or any adverse effect which has or may have resulted from the Acquisition or may be expected to result from it.

**Effective date of the undertakings**

- 1 These undertakings shall take effect from the date that, having been signed by CGL, they are accepted by the OFT.

## **Divestment of the Divestment Funeral Businesses**

- 2.1 CGL shall, using its best endeavours and acting in good faith, as soon as reasonably practicable, effect to the satisfaction of the OFT the divestment of each of the Divestment Funeral Businesses as a going concern by the end of the Divestment Period to a purchaser approved by the OFT in accordance with the provisions of these undertakings.
- 2.2 Without prejudice to the generality of paragraph 2.1 above, CGL shall:
- (a) use all reasonable endeavours to ensure the transfer of Key Staff with the divestment of the Divestment Funeral Businesses; and
  - (b) if so required by the OFT, effect the divestment of the Southampton Funeral Businesses Package to a single purchaser.
- 2.3 CGL shall be deemed to have complied with the obligation at paragraphs 2.1 and 2.2 if, as soon as reasonably practicable and in any event by the end of the Divestment Period, it has entered into a legally binding agreement with a purchaser or purchasers approved in advance by the OFT in writing pursuant to these undertakings provided that the completion of the divestment of each of the Divestment Funeral Businesses contemplated by such agreement, if later than the end of the Divestment Period, takes place
- (a) within a period not exceeding two months after the approval of the relevant purchaser or purchasers by the OFT or,
  - (b) within a period not exceeding 10 Working Days after all the necessary approvals and consents from third parties have been obtained,
- whichever is later.
- 2.4 Without prejudice to the generality of paragraph 2.1 above, CGL shall take the following measures to the extent they may be necessary to effect the sale of the Divestment Funeral Businesses in accordance with the provisions of these undertakings:
- (a) the transfer or vesting of property, assets, rights, personnel, liabilities or obligations (including without prejudice any contracts, licences, authorisations, permits or consents);
  - (b) the adjustment of contracts, whether by discharge or reduction or assignment of any liability or obligation or otherwise;
  - (c) the creation, allotment, transfer, surrender or cancellation of any shares, stock or securities;
  - (d) the formation or winding up of a company; and/or

- (e) where a trading name is common to a Specified Funeral Business and a Retained Fairways Business, all necessary steps to effect the transfer of such trading name and, on completion of such transfer, CGL shall cease to use such trading name in connection with the CGL Funeral Business.
- 2.5 In the event that CGL fails to divest one or more of the Divestment Funeral Businesses in accordance with paragraphs 2.1, 2.2 and 2.3 above, the OFT may, whether or not initiating the Trustee Functions set out below, require CGL to divest each and any of those Divestment Funeral Businesses as a going concern at no minimum price to a purchaser approved by the OFT.
- 2.6 CGL shall notify the OFT in writing of the identity of each proposed purchaser that makes an offer for any of the Divestment Funeral Businesses together with the value and terms of such offers as soon as reasonably practicable following the receipt of such offers and in any event within 10 Working Days of receipt of such offers.

### **Purchaser Approval**

- 3.1 For the purposes of the OFT approving a proposed purchaser for any of the Divestment Funeral Businesses in accordance with these undertakings, CGL and/or any proposed purchaser shall satisfy the OFT that:
- (a) the proposed purchaser is independent of and unconnected to CGL and the Group of Interconnected Bodies Corporate to which CGL belongs and any Associated Person or Affiliate of CGL or such Group of Interconnected Bodies Corporate;
  - (b) the proposed purchaser has the financial resources, expertise and incentive to maintain and operate each of the Divestment Funeral Businesses it is proposing to purchase as a viable and active business in competition with CGL and other competitors;
  - (c) the proposed purchaser is reasonably to be expected to obtain all necessary approvals, licences and consents from any regulatory or other authority including landlord's consent to the transfer of any leasehold interest; and
  - (d) the acquisition by the proposed purchaser of any of the Divestment Funeral Businesses is not expected to result in a substantial lessening of competition in the relevant local area such that it would fail to restore the local conditions of competition as required pursuant to paragraph 64 of the Decision.
- 3.2 The OFT may require CGL and/or a proposed purchaser to provide it with such information and documentation as it may reasonably require to satisfy the OFT that the proposed purchaser will fulfil the requirements in paragraph 3.1 above.

## **Appointment of a Trustee**

- 4.1 The provisions of paragraphs 4.2 to 4.7 below shall apply only as long as CGL has not satisfied, or where the OFT has reasonable grounds for believing that CGL will not satisfy, all or any part of the obligation to divest each of the Divestment Funeral Businesses in accordance with paragraphs 2.1, 2.2 and 2.3 above.
- 4.2 Within 15 Working Days of the OFT notifying in writing CGL that it must do so, CGL shall propose to the OFT for approval:
- (a) the names of at least two individuals to exercise the Trustee Functions; and
  - (b) the full terms of a mandate in accordance with which the Trustee shall carry out the Trustee Functions.
- 4.3 CGL and/or any individuals nominated pursuant to paragraph 4.2 shall satisfy the OFT that:
- (a) such nominated individuals are each EU nationals with the necessary qualifications to carry out their mandates, and employees or partners of an investment bank, bank, building society or law firm or accountancy firm with an established reputation either nationwide or in a substantial part of the UK or in another EU member state;
  - (b) such nominated individuals are each independent of CGL and of the Group of Interconnected Bodies Corporate to which CGL belongs and of any Associated Person or Affiliate of CGL or of such Group of Interconnected Bodies Corporate and of any proposed purchasers of the Divestment Funeral Businesses to be sold pursuant to these undertakings, and, in the reasonable opinion of CGL, are appropriate to be appointed as Trustee; and
  - (c) such nominated individuals neither are nor shall become exposed, either directly or indirectly, to a conflict of interest that impairs or may be likely to impair their objectivity or independence in discharging the Trustee Functions.
- 4.4 Within 20 Working Days of the OFT approving, at its discretion, one or more of the persons nominated by CGL and their proposed mandates pursuant to paragraph 4.2 above, and subject to any modifications the OFT deems necessary for the Trustee to carry out the Trustee Functions, CGL shall use its best endeavours to appoint from the persons so approved one person to carry out the Trustee Functions in accordance with the mandate approved by the OFT pursuant to paragraph 4.2.
- 4.5 In the event that:

- (a) CGL fails to propose any person or persons in accordance with paragraph 4.2 above; or
- (b) none of the persons proposed by CGL pursuant to paragraph 4.2 is approved by the OFT; or
- (c) CGL is unable for any reason to appoint within the time limit stipulated in paragraph 4.4 any such person following approval by the OFT;

CGL shall use its best endeavours to appoint from persons nominated by the OFT one person to carry out the Trustee Functions on the terms of a mandate approved by the OFT. CGL shall use its best endeavours to make such appointment within seven Working Days of receiving the nominations from the OFT.

4.6 The appointment of the Trustee pursuant to paragraph 4.4 or 4.5 shall be irrevocable unless (a) a conflict of interest that impairs or may be likely to impair the objectivity or independence of the Trustee in discharging the Trustee Functions arises; (b) the Trustee ceases to perform its functions; or (c) the OFT is otherwise satisfied that there is good cause for the appointment to be terminated in advance of the satisfactory fulfilment of the Trustee Functions.

4.7 In the event that the appointment of the Trustee is terminated in accordance with paragraph 4.6 above, CGL shall, if requested to do so in writing by the OFT, use its best endeavours to appoint from persons nominated by the OFT one person to carry out the Trustee Functions in accordance with such mandate as is approved by the OFT. CGL shall use its best endeavours to make such appointment within seven Working Days of receiving the nominations from the OFT. Where required by the OFT, the outgoing Trustee shall continue as Trustee until a new Trustee is in place and a full handover of all relevant information has taken place.

#### **The Mandate**

5. The terms of the mandate proposed by CGL pursuant to paragraph 4.2 above shall, as a minimum, contain all provisions necessary to enable the Trustee to carry out the Trustee Functions including, without limitation to the generality of this paragraph:

- (a) an exclusive, irrevocable mandate to sell any of the Divestment Funeral Businesses as required by paragraph 6.1 below to a purchaser or purchasers approved in writing in advance by the OFT at no minimum price and on such reasonable terms and conditions as the Trustee considers appropriate to effect an expedient sale;
- (b) a mandate to take any other steps necessary for, or incidental to, the Trustee's mandate under sub-paragraph (a) above;

- (c) a comprehensive power of attorney to the Trustee (including the authority to grant sub-powers of attorney to the Trustee's officers, employees and agents) to enable it to take all steps necessary or appropriate to effect the sale of such Divestment Funeral Businesses;
- (d) a mandate to comply with any orders and/or directions given by the OFT; and
- (e) a mandate to appoint at CGL's expense such advisers as the Trustee reasonably considers necessary or appropriate in connection with the performance of the Trustee Functions.

### **Functions of Trustee**

- 6.1 The Trustee shall seek to procure, within such period as may be specified in writing by the OFT, the completion of the sale of the Divestment Funeral Businesses at no minimum price, to a purchaser or purchasers approved by the OFT in accordance with paragraph 6.3 below.
- 6.2 Without prejudice to the generality of paragraph 6.1, the Trustee shall take any of the measures set out in paragraph 2.4 above in relation to the Divestment Funeral Businesses to the extent to which such measures may be necessary to effect the divestment of the Divestment Funeral Businesses in accordance with that provision.
- 6.3 The Trustee shall not sell or permit the divestment of any of the Divestment Funeral Businesses to a proposed purchaser unless it has obtained the OFT's prior written approval in respect of the identity of that proposed purchaser. The Trustee shall notify the OFT of the identity of a proposed purchaser as soon as reasonably practicable prior to the signing of a legally enforceable agreement and in any event at least 20 Working Days in advance of the proposed completion of the proposed sale and purchase agreement in question.
- 6.4 Pending the divestment of the Divestment Funeral Businesses pursuant to paragraph 6.1 above, the Trustee shall monitor CGL's compliance with its obligations under paragraphs 7.1 and 7.2 of these undertakings and shall take such measures as it considers necessary to ensure such compliance.
- 6.5 The Trustee may give written directions to CGL to take such steps as may be specified or described in the directions for the purpose of securing CGL's compliance with its obligations under these undertakings or enabling the Trustee to carry out the Trustee Functions. The Trustee may not require CGL to:
  - (a) offer any reverse premium or similar inducement to a purchaser; or
  - (b) accept any actual or contingent liability towards a purchaser or otherwise in connection with the divestment of the Divestment Funeral Businesses which would be unusual in scope, duration or

financially having regard to the price and usual market practice in relation to similar disposals.

- 6.6 The Trustee shall, as soon as reasonably practicable, comply at all times with any reasonable instructions or written directions made by the OFT for the purposes of carrying out or securing compliance with the undertakings (or any matter incidental thereto) and shall provide to the OFT such information and reports in relation to the carrying out of the Trustee Functions as the OFT may require. The Trustee shall promptly report in writing to the OFT if the Trustee concludes on reasonable grounds that CGL is failing to comply with any of its obligations under these undertakings.
- 6.7 For the purpose of fulfilling the Trustee Functions, the Trustee shall not be bound by instructions of CGL nor shall the Trustee Functions be extended or varied in any way by CGL save with the prior express written consent of the OFT.

#### **Obligations of CGL following appointment of Trustee**

- 7.1 CGL shall not give any instruction or request to the Trustee which conflicts with the Trustee Functions.
- 7.2 CGL shall take all such steps as are reasonably necessary to enable the Trustee to carry out the Trustee Functions, including but not limited to (a) complying with such written directions as the Trustee may from time to time give pursuant to paragraph 6.5 above, and (b) providing the Trustee with all such assistance and information as it may reasonably require in carrying out the Trustee Functions.

#### **Remuneration of Trustee**

8. CGL shall pay the Trustee a reasonable remuneration for the services it provides in carrying out the Trustee Functions, and shall pay the Trustee in a way that does not impede the independent and effective fulfilment of the Trustee Functions, which shall be set out in the Trustee's mandate referred to in paragraph 5 above.

#### **Interim Action**

9. Pending the divestment of each of the Divestment Funeral Businesses to the satisfaction of the OFT in accordance with the provisions of these undertakings, CGL shall ensure that:
- (a) without accepting any duty to make any substantial capital investment additional to investment arrangements in place at the time of the Acquisition, each of the Divestment Funeral Businesses is maintained as a going concern and sufficient resources are made available for the development of each of the Divestment Funeral Businesses on the basis of its pre-merger plans;

- (b) except in the ordinary course of business, no substantive changes are made to the organisational structure of the Divestment Funeral Businesses or the management responsibilities within the Divestment Funeral Businesses;
- (c) except with the prior written consent of the OFT, the Divestment Funeral Businesses are maintained and preserved, including facilities and goodwill;
- (d) the nature, description, range and standard of goods and services currently supplied by the Divestment Funeral Businesses are maintained and preserved;
- (e) the separate trading name and/or the separate sales or brand identity of each of the Divestment Funeral Businesses is maintained;
- (f) except in accordance with paragraph 2.1, paragraph 2.2 or paragraph 6.1 above, no assets of the Divestment Funeral Businesses are disposed of, and no Interest in such assets is created or disposed of, other than in the ordinary course of business;
- (g) there is no integration of the information technology used by CGL with that used by any of the Divestment Funeral Businesses and the software and hardware platforms of the Divestment Funeral Businesses shall remain essentially unchanged, except for routine changes and maintenance;
- (h) all reasonable steps are taken to encourage all Key Staff to remain with the Divestment Funeral Businesses; and
- (i) to the extent it has not already occurred and except as detailed below, no Confidential Information relating to any of the Divestment Funeral Businesses shall pass, directly or indirectly from any of the Divestment Funeral Businesses (or any employees, directors, agents or Affiliates of the Divestment Funeral Businesses) to the CGL Funeral Business (or any of its employees, directors, agents or Affiliates), or vice versa, except where strictly necessary in the ordinary course of business or in any of the following circumstances:
  - (i) the transfer of any accounting information necessary to allow CGL's Chief Executive, Deputy Chief Executive and Group Secretary and the CGL Board to monitor and review the financial performance of the Divestment Funeral

Businesses provided that such accounting information is not passed on to any other person within CGL;

- (ii) the transfer of any information required in connection with CGL's dealings with the OFT;
- (iii) the transfer of any information necessary for compliance with any statutory or accounting obligations to the extent that such compliance cannot be achieved separately by each of the businesses and including for the avoidance of doubt the compilation of consolidated accounts in line with CGL's existing accounting practices;
- (iv) any steps necessary in order for CGL to comply with these undertakings;

provided that, upon divestment of any of the Divestment Funeral Businesses, any records or copies (electronic or otherwise) of Confidential Information held by CGL in relation to that Divestment Funeral Business (or vice versa) shall be returned to the relevant business and any copies destroyed.

### **Continued Separation**

10.1 Except with the prior written consent of the OFT, following the divestment of each of the Divestment Funeral Businesses pursuant to paragraph 2.1, paragraph 2.2, paragraph 2.3, paragraph 2.5 or paragraph 6.1, CGL or any member of the Group of Interconnected Bodies Corporate to which CGL belongs:

- (a) shall not, directly or indirectly, hold, acquire, re-acquire or use:
  - (i) any Interest in that Divestment Funeral Business other than the reversionary interest of that Divestment Funeral Business that is divested by way of a leasehold interest;
  - (ii) any Interest in any company carrying on or having Control of that Divestment Funeral Business (other than any investments made in the ordinary course of the operation of any of the employee benefit and pension schemes of CGL or of any members of the Group of Interconnected Bodies Corporate to which CGL belongs of not more than three per cent in aggregate of the issued equity share capital in any such company, whose shares are listed or dealt with on any recognised investment exchange, which carries no more than three per cent of the voting rights exercisable at meetings of such company); or

- (iii) other than in the ordinary course of business, any of the assets of that Divestment Funeral Business;
- (b) shall procure that no employee or director of CGL or of any members of the Group of Interconnected Bodies Corporate to which CGL belongs holds or is nominated to any directorship or managerial position in that Divestment Funeral Business or any directorship or managerial position in any company or other undertaking carrying on or having Control of that Divestment Funeral Business without the OFT's prior written consent;
- (c) shall not participate in the formulation of, or (other than in the ordinary course of business) influence or attempt to influence, the policy of that Divestment Funeral Business or of any company or other undertaking carrying on or having Control of that Divestment Funeral Business; and
- (d) shall not enter into or carry out any agreement or arrangement with any person, if the carrying out of the agreement or arrangement is intended to result or will result in any Associated Person or Affiliate of CGL or of any member of the Group of Interconnected Bodies Corporate to which CGL belongs directly or indirectly acquiring that Divestment Funeral Business or doing any of the things listed in sub-paragraphs (a), (b) and (c) above.

## **Compliance**

- 11.1 CGL shall comply with such written directions as the OFT may from time to time give:
  - (a) to take such steps as may be specified or described in the directions for the purpose of carrying out or securing compliance with these undertakings; or
  - (b) to do or refrain from doing anything so specified or described which CGL might be required by these undertakings to do or to refrain from doing.
- 11.2 CGL shall procure that any member of the same Group of Interconnected Bodies Corporate as CGL complies with these undertakings as if such member had given them and actions and omissions of the members of the same Group of Interconnected Bodies Corporate as CGL shall be attributed to CGL for the purposes of these undertakings.
- 11.3 Where any Affiliate of CGL is not a member of the same Group of Interconnected Bodies Corporate as CGL, CGL shall use its best endeavours to procure that any such Affiliate shall comply with these undertakings as if it had given them.

## **Provision of Information**

12. CGL shall furnish promptly to the OFT such information as the OFT considers necessary to monitor these undertakings.

#### **Extension of time limits**

13. The OFT may, where appropriate, in response to a written request from CGL showing good cause, or otherwise at its own discretion, grant an extension to any time period referred to in these undertakings.

#### **Interpretation**

- 14.1 The Interpretation Act 1978 shall apply to these undertakings as it does to Acts of Parliament.
- 14.2 References in these undertakings to any English law term for any legal status, interest, concept or thing shall in respect of any jurisdiction other than England and Wales be deemed to include what most nearly approximates in that jurisdiction to the English law term.
- 14.3 In these undertakings the word "including" shall mean including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word and the word "include" and its derivatives shall be construed accordingly.
- 14.4 For the purposes of these undertakings:

**"Acquisition"** means the purchase by CGL of 86 per cent of the issued share capital of Fairways on 24 March 2006;

**"Act"** means the Enterprise Act 2002;

**"Affiliate"** of a person is another person who satisfies the following condition, namely that any enterprise (which, in this context, has the meaning given in section 129(1) of the Act) that the first person carries on and any enterprise that the second person carries on from time to time would be regarded as being under common control for the purposes of section 26 of the Act;

**"Associated Person"** means a person or persons associated with CGL within the meaning of section 127(4) of the Act and includes any Subsidiary of such a person or persons;

**"business"** has the meaning given by section 129(1) and (3) of the Act;

**"CC"** means the Competition Commission;

**"CGL"** means Cooperative Group (CWS) Limited;

**"CGL Funeral Business"** means the funeral business carried on by CGL including the Retained Fairways Business;

**“Confidential Information”** means any business secrets, know-how, commercially sensitive information, intellectual property or any other information of a confidential or proprietary nature;

**“Control”** shall be construed in accordance with section 26 of the Act, and in the case of a body corporate, a person shall be deemed to Control it if he holds, or has an interest in, shares of that body corporate amounting to 10 per cent or more of its issued share capital or carrying an entitlement to vote at meetings of that body corporate of 10 per cent or more of the total number of votes which may be cast at such meetings;

**“Decision”** means the OFT’s decision on reference under section 22 of the Act given on 19 July 2006;

**“divestment”** shall include, in addition to the sale of freehold property, the transfer of a leasehold interest or the grant of a long lease on normal commercial terms of not less than 25 years in duration and the word "divest" and its derivatives shall be construed accordingly; and "purchase", "purchaser", "acquire" and "acquisition" and "attempted divestment" shall be construed to include both freehold and leasehold transactions;

**“Divestment Funeral Business”** means each of the Specified Funeral Businesses comprising, in respect of each such Specified Funeral Business, the whole or substantially the whole of the rights, assets, interests and obligations of or associated with that business as operated immediately prior to the date of the Acquisition, including without prejudice to the foregoing:

- (a) where specific solely to the individual Specified Funeral Business (or solely to a number of the Specified Funeral Businesses where such businesses are to be divested as a single package), and capable of being transferred, all or substantially all tangible and intangible assets which contribute to the current operation or are necessary to ensure the viability or competitiveness of the Specified Funeral Business;
- (b) where specific solely to the individual Specified Funeral Business (or solely to a number of the Specified Funeral Businesses where such businesses are to be divested as a single package), and capable of being transferred, all or substantially all licences, permits, consents and authorisations issued by any governmental organisation for the benefit of the Specified Funeral Business;
- (c) where specific solely to the individual Specified Funeral Business (or solely to a number of the Specified Funeral Businesses where such businesses are to be divested as a single package), and capable of being transferred, all or substantially all contracts, leases, commitments and customer orders of or associated with the Specified Funeral Business;

- (d) where specific solely to the individual Specified Funeral Business (or solely to a number of the Specified Funeral Businesses where such businesses are to be divested as a single package), and capable of being transferred, all trading names associated with the Specified Funeral Business; and
- (e) all customer, credit and other records of the Specified Funeral Business;

**“Divestment Period”** means the period of time determined by the OFT and notified in writing to CGL by the OFT;

**“Fairways”** means Fairways Group UK Limited;

**“Group of Interconnected Bodies Corporate”** has the meaning given in section 129(2) of the Act; references to a Group of Interconnected Bodies Corporate shall be to the Group of Interconnected Bodies Corporate as constituted from time to time;

**“Interest”** includes shares, an interest in shares and any other interest carrying an entitlement to vote at shareholders’ meetings; and for this purpose “an interest in shares” includes an entitlement by a person other than the registered holder, to exercise any right conferred by the holding of these shares or an entitlement to Control the exercise of such right;

**“Key Staff”** means staff in positions of executive or managerial responsibility and/or whose performance materially affects the viability of any Divestment Funeral Business;

**“OFT”** means the Office of Fair Trading;

**“Retained Fairways Business”** means the funeral businesses of Fairways carried on at the date of the Acquisition but excluding the Divestment Funeral Businesses and the business previously carried on at 8 Cross Street, Basingstoke RG21 7DQ;

**“Southampton Funeral Business Package”** means the three funeral businesses listed at Annex 1 each with the business name “R C Payne” and with the business numbers 9006, 9007 and 9008;

**“Specified Funeral Business”** means each of the funeral businesses listed in Annex 1;

**“Subsidiary”** shall be construed in accordance with section 736 of the Companies Act 1985 (as amended), unless otherwise stated;

**“Trustee”** means the person appointed pursuant to paragraph 4.4, 4.5 or 4.7 to carry out the Trustee Functions;

**“Trustee Functions”** means the functions set out in paragraph 6;

**“UK”** means the United Kingdom of Great Britain and Northern Ireland;

**“Working Days”** mean any days of the week other than a Saturday, Sunday or any other day that is a public holiday in England; and

unless the context requires otherwise, the singular shall include the plural and vice versa.

FOR AND ON BEHALF OF COOPERATIVE GROUP (CWS) LIMITED

.....Signature

.....Name

.....Title

.....Date

Authorised Signatory

## Annex 1

### Specified Funeral Businesses

<b>Local Area</b>	<b>Funeral Business Name</b>	<b>Number</b>	<b>Postcode</b>
<b>Southampton</b>	R C Payne	9006	SO18 5EQ
	R C Payne	9007	SO15 3HY
	R C Payne	9008	SO18 2PG
	Bestons/A H Rogers & Sons	9004	SO19 7GP
<b>New Forest</b>	J & L Sturney Funeral Service	9013	SO43 7BJ
	Diamond & Sons	9060	SO41 9DN
	Waterside Funeral Home	9061	SO45 6AJ
<b>Eastleigh</b>	Ramally House Funeral Directors	9003	SO53 1JH
	F C Hughes	9005	SO30 4AG
	A H Rogers & Sons	9009	SO50 5RD
	W G Bush	9010	SO50 9DF
<b>Wychavon</b>	Philip Tomlins	9047	WR11 3AP
<b>Woking</b>	Woking Funeral	9035	GU21 6LR