IN THE HIGH COURT OF JUSTICE **Claim No. PT-2025-000910**

CHANCERY DIVISON

PROPERTY TRUSTS AND PROBATE LIST

BETWEEN

(1) MOOG WOLVERHAMPTON LIMITED

(2) MOOG FERNAU LIMITED

(3) MOOG READING LIMITED

(4) MOOG CONTROLS LIMITED

Claimants

- and -

(1) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 1 BEING MOOG AIRCRAFT GROUP WOLVERHAMPTON, VALIANT WAY, PENDEFORD, WOLVERHAMPTON WV9 5GB, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(2) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED YELLOW ON PLAN 2 BEING MOOG CONTROLS LTD LUTON, UNITS C AND J AIRPORT EXECUTIVE PARK, PRESIDENT WAY, LUTON LU2 9NY, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(3) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED YELLOW ON PLAN 3 BEING MOOG READING LIMITED, 30 SUTTONS BUSINESS PARK, READING, BERKSHIRE RG6 1AW, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(4) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN

EDGED RED ON PLAN 4 BEING MOOG AIRCRAFT GROUP TEWKSBURY, ASHCHURCH, TEWKESBURY, GLOUCESTERSHIRE GL20 8NA, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(5) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 5 BEING MOOG INDUSTRIAL GROUP, ASHCHURCH PARKWAY, TEWKESBURY, GLOUCESTERSHIRE GL20 8TU, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

Defendants

HEARING BUNDLE

Pagination of this bundle is in red. All other pagination is internal to that document.

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By CE-File

Chancery Judges' Applications List

Rolls Building

London

EC4A 1NL

Dear Sir / Madam

URGENT BUSINESS – MOOG WOLVERHAMPTON LIMITED, MOOG FERNAU LIMITED, MOOG READING LIMITED, AND MOOG CONTROLS LIMITED V PERSONS UNKNOWN

I write on behalf of the Claimants in respect of the above claim. I am the Senior Vice President, General Counsel and Corporate Secretary at Moog, Inc. (the parent company of the Claimants). The claim is an application for interim injunctive relief pursuant to s37(1) of the Senior Courts Act 1981 and CPR 25.1(1)(a) to restrain acts of trespass and public nuisance (the "**Interim Injunction Application**"). The Interim Injunction Application is being made without notice to the Defendants.

I write pursuant to paragraph 15.13 of the Chancery Guide 2022 (December 2024 revision). The Interim Injunction Application is of genuine urgency and it is not being practicable to make an urgent application to a Master. The Interim Injunction Application is a matter most suitable to be heard by a Judge, the time estimate of the hearing in respect of the Interim Injunction Application (including pre-reading and any other matters) being two hours or less.

Pursuant to paragraphs 15.8 and 15.12(a) of the Chancery Guide, I hereby certify that this is urgent business and cannot await a hearing before the assigned Master in its due turn because:

(a) the Claimants believe that the Defendants' activities have the potential to pose a real danger to life, limb or property;
(b) the Claimants believe that the Defendants' activities are causing a real risk of substantial financial damage; and
(c) the Claimants have a real and genuine concern that by giving the Defendants' notice of the Interim Injunction Application, this will tip them off and incite further activity before the Interim Injunction Application can be granted.

Pursuant to paragraph 15.12(a) of the Chancery Guide, if appropriate, the certification and reasons for urgency may be attached in a covering letter which should be CE-filed and (unless the application is without notice) copied to the proposed respondent.

In such circumstances we would be grateful if the Court could refer the Interim Injunction Application to the Judge currently presiding over such matters and list it to be heard in the Judges' Applications List as a matter of urgency.

Yours faithfully

Signed: ..... Signed by: Elwira Kelly 92C7F8734624E7... .....

Elwira Kelly

Position: Senior Vice President, General Counsel and Corporate Secretary

Dated: 4 September 2025

Click here to enter text.

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Claim Form (CPR Part 8)

In the High Court of Justice Chancery Division	
Claim no.	
Fee Account no.	
Help with Fees - Ref no. (if applicable)	H W F – –

Claimant
(1) Moog Wolverhampton Limited
(2) Moog Fernau Limited
(3) Moog Reading Limited
(4) Moog Controls Limited

SEAL

Defendant(s)
Persons Unknown (See Schedule 1)

Does your claim include any issues under the Human Rights Act 1998? ☐ Yes ☑ No

Details of claim (see also overleaf)

See attached Particulars of Claim.

Defendant's name and address

See Schedule 1

	£
Court fee	646
Legal representative's costs	
Issue date	4 September 2025

For further details of the courts www.gov.uk/find-court-tribunal.
When corresponding with the Court, please address forms or letters to the Manager and always quote the claim number.

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Claim no.	

Details of claim (continued)

See attached Particulars of Claim.

Moog Wolverhampton Limited
Valiant Way
Wolverhampton
West Midlands
United Kingdom WV9 5GB

MoogLegal@moog.com

Claimant's or claimant's legal representative's address to which documents should be sent if different from overleaf. If you are prepared to accept service by DX, fax or e-mail, please add details.

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Statement of Truth

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

☐ **I believe** that the facts stated in these particulars of claim are true.

☑ **The Claimant believes** that the facts stated in these particulars of claim are true. **I am authorised** by the claimant to sign this statement.

Signature

Signed by:
Elwira Kelly
92C7F87347624E7...

☑ Claimant

☐ Litigation friend (where claimant is a child or a Protected Party)

☐ Claimant's legal representative (as defined by CPR 2.3(1))

Date

Day	Month	Year
04	09	2025

Full name

Elwira Kelly

Name of claimant's legal representative's firm

If signing on behalf of firm or company give position or office held

Senior Vice President, General Counsel and Corporate Secretary

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SCHEDULE 1 – LIST OF DEFENDANTS

(1) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 1 BEING MOOG AIRCRAFT GROUP WOLVERHAMPTON, VALIANT WAY, PENDEFORD, WOLVERHAMPTON WV9 5GB, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

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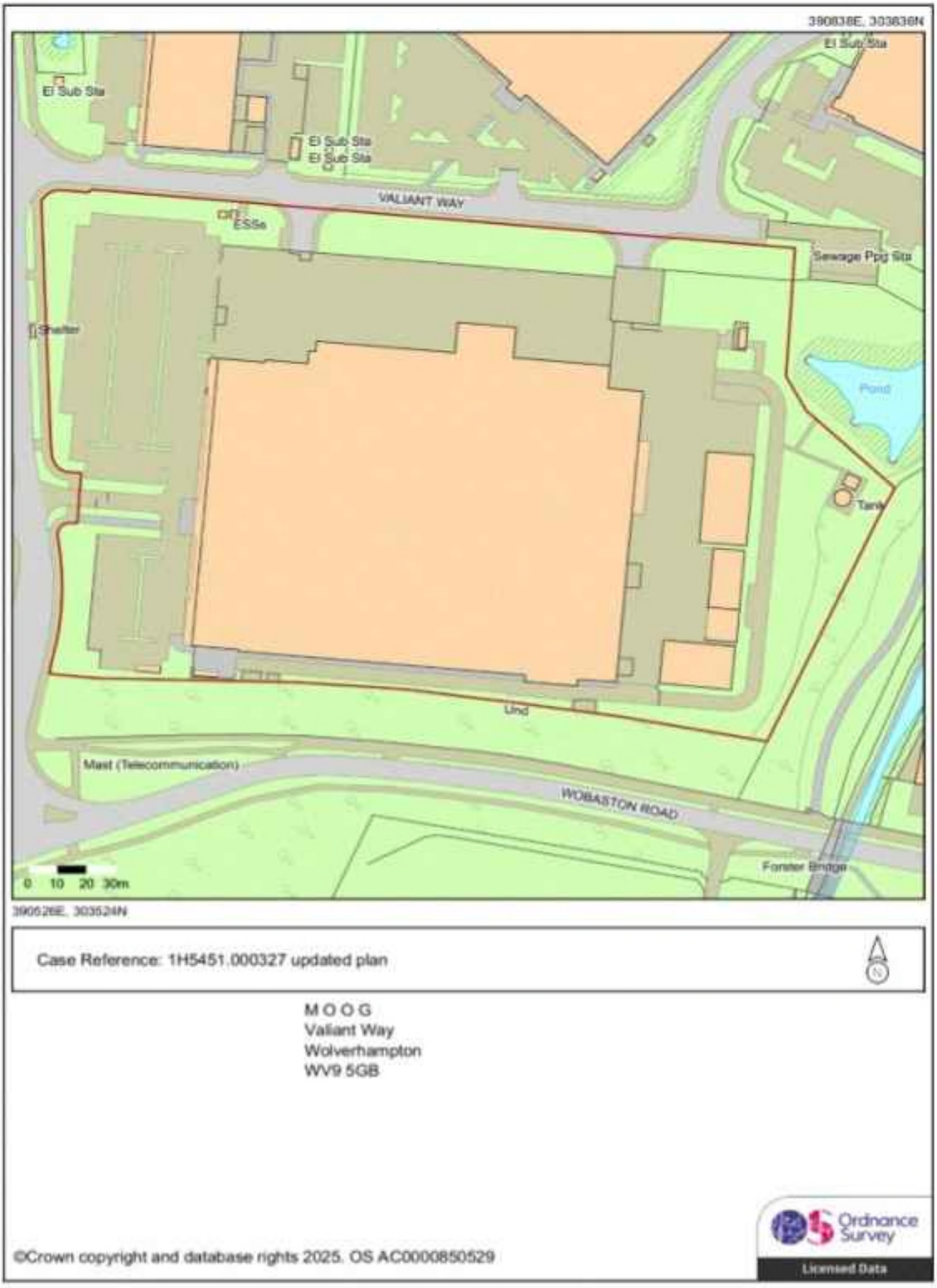
(3) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED YELLOW ON PLAN 3 BEING MOOG READING LIMITED, 30 SUTTONS BUSINESS PARK, READING, BERKSHIRE RG6 1AW, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

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, Wolverhampton, WV9 5GB

Plan 1



Case Reference: 1H5451.000327 updated plan

M O O G
Valiant Way
Wolverhampton
WV9 5GB

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Ordnance Survey
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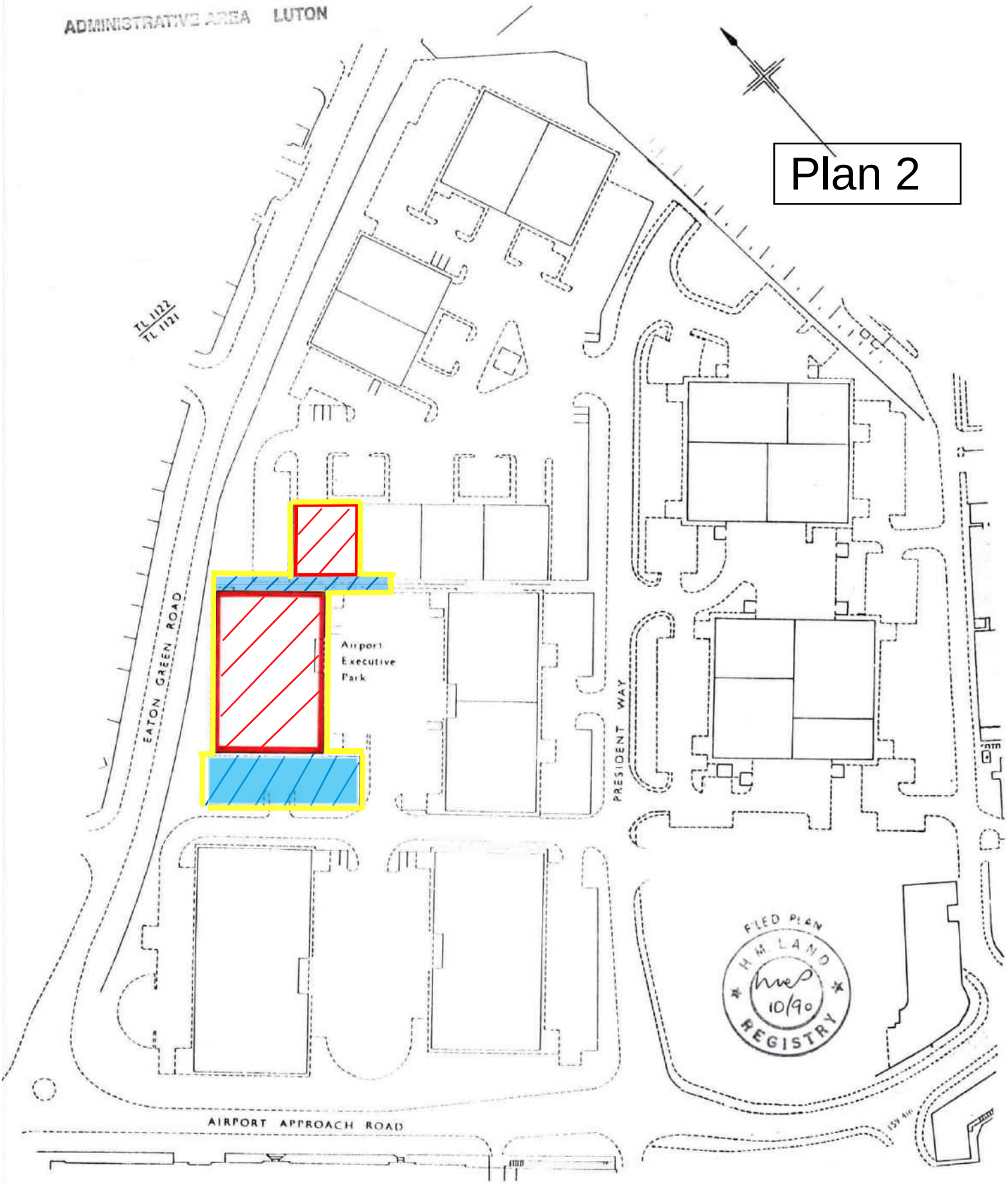
H.M. LAND REGISTRY

TITLE NUMBER	
BD154447	

ORDNANCE SURVEY PLAN REFERENCE	TL 1121	SECTION C	Scale 1/1250
~~COUNTY BEDFORDSHIRE~~	~~DISTRICT LUTON~~		© Crown copyright

ADMINISTRATIVE AREA LUTON

Plan 2



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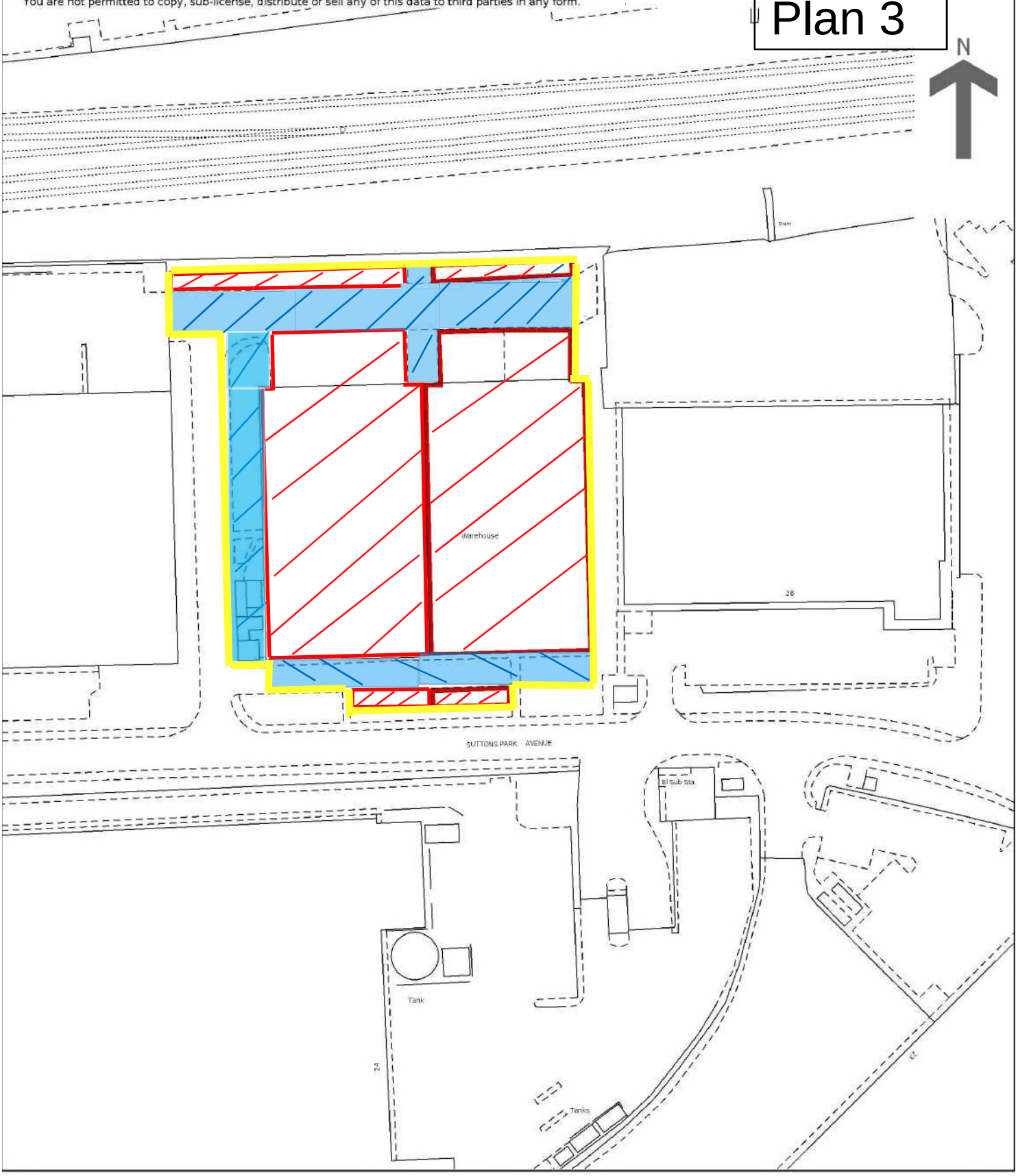
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HM Land Registry
Official copy of title plan

Title number **BK501808**
Ordnance Survey map reference **SU7473NW**
Scale **1:1250**
Administrative area **Wokingham**

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Plan 3



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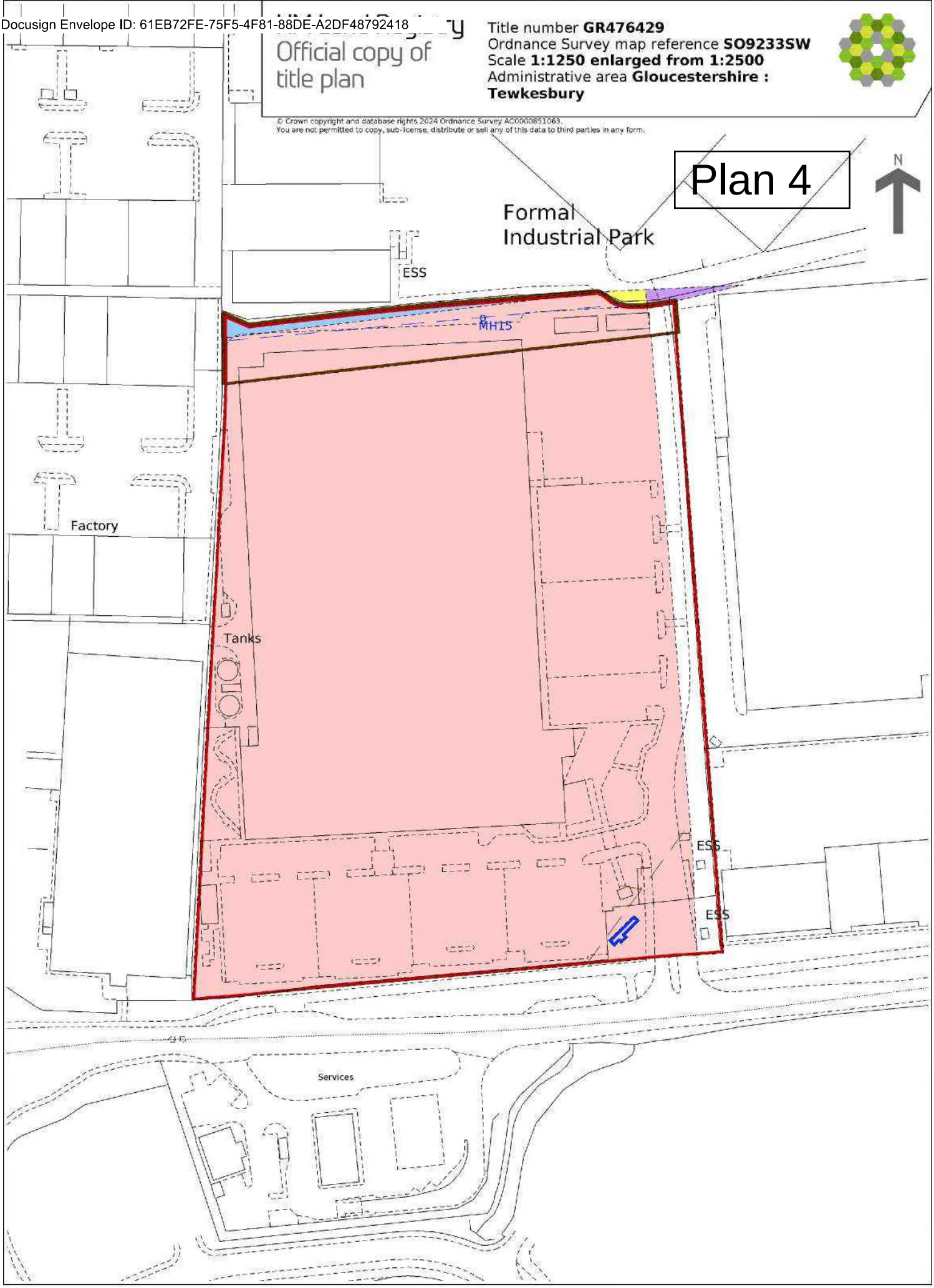
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Official copy of title plan

Title number **GR476429**
Ordnance Survey map reference **SO9233SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Gloucestershire : Tewkesbury**

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Plan 4



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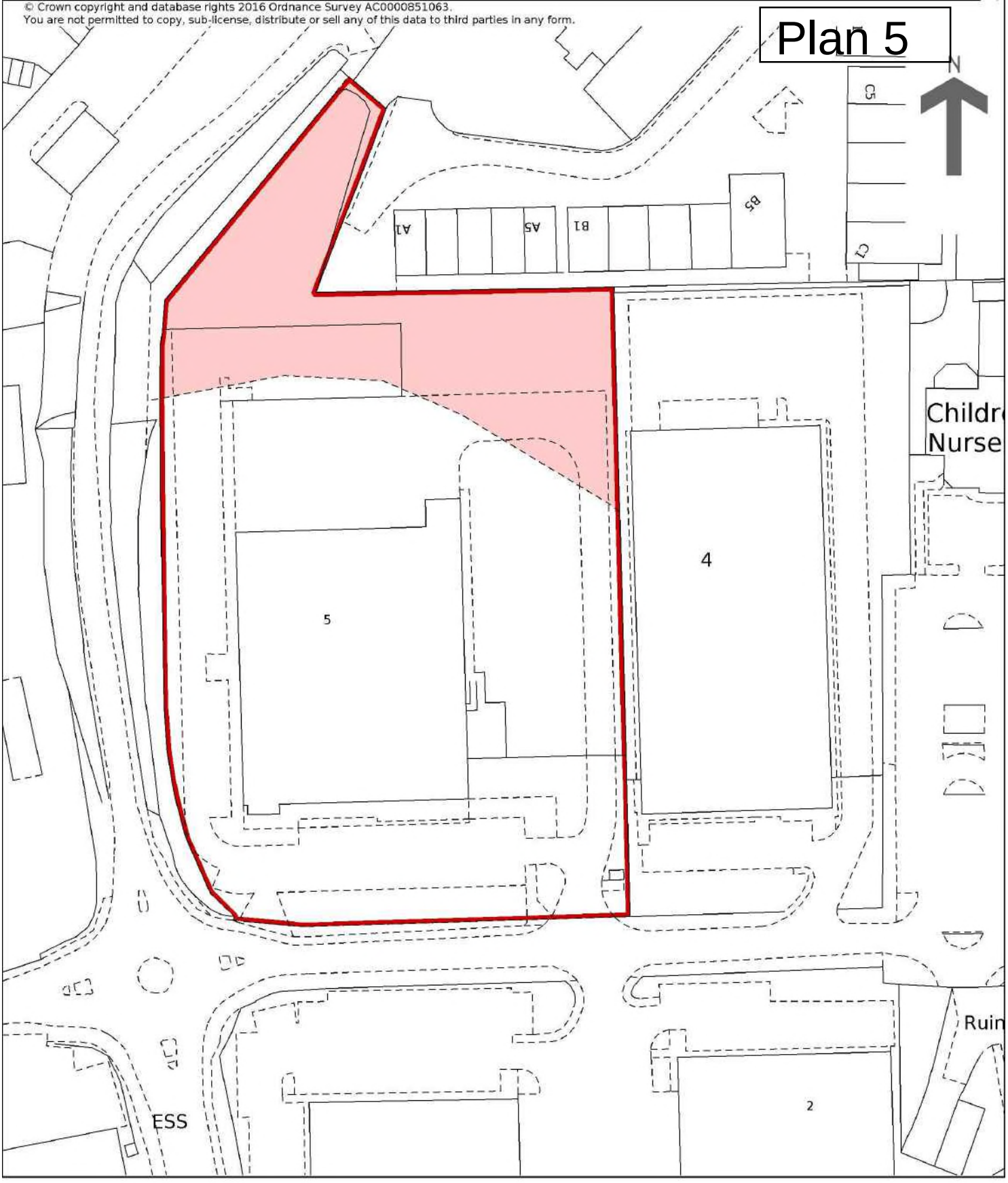
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HM Land Registry
Official copy of title plan

Title number **GR395822**
Ordnance Survey map reference **SO9233SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Gloucestershire : Tewkesbury**

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Plan 5



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IN THE HIGH COURT OF JUSTICE **Claim No:**

CHANCERY DIVISION

BETWEEN:

(1) MOOG WOLVERHAMPTON LIMITED
(Company number 07008386)

(2) MOOG FERNAU LIMITED
(Company number 989895)

(3) MOOG READING LIMITED
(Company number 00586505)

(4) MOOG CONTROLS LIMITED
(Company number 01171948)

Claimants

and

(1) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 1 BEING MOOG AIRCRAFT GROUP WOLVERHAMPTON, VALIANT WAY, PENDEFORD, WOLVERHAMPTON WV9 5GB, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

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Defendants

AMENDED PARTICULARS OF CLAIM UNDER CPR r.17.1(1)

DATED 5 SEPTEMBER 2025

THE CLAIMANTS

1. The Claimants are UK subsidiaries of Moog Inc, an American based company which designs and manufactures controls and systems for aerospace, defence, industrial, and medical applications. Companies within the Moog Inc group, including the Claimants, hold contracts with various military aircraft end users (amongst other clients).

THE LAND TO WHICH THE CLAIM RELATES

2. The First Claimant is the freehold owner of the site known as Moog Aircraft Group Wolverhampton, Valiant Way, Pendeford, Wolverhampton, WV9 5GB, title to which is registered at HM Land Registry under title numbers SF470338, SF498970, SF606388 and SF694209 ("the Wolverhampton Land"). The part of the Wolverhampton Land over which Moog seeks this injunction consists of the land shown edged red on Plan 1 annexed to these Particulars of Claim (the "Wolverhampton Site").

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3. The Wolverhampton Site comprises a large industrial building with parking and circulation space enclosed by security fencing. The site is used for the manufacture of primary and secondary flight control actuators for military and commercial end use.

4. The airspace above the building is subject to a lease between the First Claimant and Centrica Business Solutions (Generation) Limited ("Centrica") dated 1 May 2024 by which Centrica is granted rights to (inter alia) install and maintain solar panels on the roof of the building, together with associated rights of access for the purpose of exercising its rights under the lease ("the Airspace Lease"). The premises demised to Centrica do not include the roof of the building itself.

5. The Second Claimant is the registered leasehold proprietor of the site known as Moog Controls Ltd Luton, Units C and J Airport Executive Park, President Way, Luton, LU2 9NY ("the Luton Site").

6. The Luton Site comprises two units on the Airport Executive Park, being Units C and J (the "Units"), separated by a strip of land which is retained by the freehold owner but over which the Second Claimant enjoys rights of access in common with the landlord. The Units are primarily accessed via a car park to the south of Unit C which comprises a number of parking spaces in which the Second Claimant is granted the right to park under Schedule 2 of the Unit C Lease. Other parking spaces and loading areas located to the east of Unit C and to the west and north of Unit J are also used in connection with the Units. The Second Claimant's title to Units C and J are registered at HM Land Registry under title numbers BD154446 and BD154447.

7. The Luton Site is shown edged yellow on Plan 2 annexed to these Particulars of Claim. The areas demised to the Second Claimant are shown hatched red. The strip separating Units C and J, ~~and~~ the car park and loading area to the south and east of Unit C, and the car park and loading area to the west and north of Unit J is shown shaded and hatched blue.

8. The Luton Site manufactures Foreign Object Debris detection systems that are used for airfield management purposes.

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9. The Third Claimant is the registered leasehold owner of the site known as Moog Reading Limited, 30 Suttons Business Park, Reading, Berkshire, RG6 1AW ("the Reading Site"). The Reading Site comprises two conjoined warehouse units, units 29 and 30 together with parking spaces. Title to the demised premises is registered at HM Land Registry under title numbers BK501720 and BK501808.

10. The warehouse units are separated from the demised car parking to the north of the units by an estate road and circulation spaces/forecourt and from the demised car parking to the south of the units by an estate road. Those areas are not demised to the Third Claimant but are common parts of the Business Park over which the Third Claimant enjoys rights in connection with the permitted user of the demised premises and in common with others. The Reading Site is shown edged yellow on Plan 3 annexed to these Particulars of Claim. The areas demised to the Third Claimant are shown hatched red. The common parts over which the Third Claimant enjoys rights in connection with the use of the demised premises are shown shaded and hatched blue.

11. The Reading Site is used for the manufacture of slip rings, motor controls and fibre optic components.

12. The Fourth Claimant is the leasehold owner of the site known as Moog Aircraft Group Tewkesbury, Ashchurch, Tewkesbury, Gloucestershire, GL20 8NA, the title to which is registered at HM Land Registry under title number GR476429 ("the Tewkesbury Aircraft Site"). The Tewkesbury Aircraft Site is shown edged red on Plan 4 annexed to these Particulars of Claim.

13. The Tewkesbury Aircraft Site comprises a large building, with both warehouse and office premises, together with car parking and circulation space. It is enclosed by security fencing. The site is used for the manufacture of electro-hydraulic servo valves and braking and steering control manifolds.

14. The Fourth Claimant is also the leasehold owner of the site known as Moog Industrial Group, Ashchurch Parkway, Tewkesbury, Gloucestershire, GL20 8TU, title to which is registered at HM Land Registry under title number GR395822 ("the Tewkesbury Industrial Site"). The Tewkesbury Industrial Site is shown edged red on Plan 5 annexed to these Particulars of Claim.

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15. The Tewkesbury Industrial Site comprises a building with office and factory use with parking and circulation spaces. The site is used for the manufacture of servovalves, actuators and control system manifold assemblies for a variety of industrial end markets.

16. In these Particulars of Claim, the Wolverhampton Site, the Luton Site, the Reading Site, the Tewkesbury Aircraft Site and the Tewkesbury Industrial Site are referred to collectively as "the Moog Sites" where appropriate.

17. The claim is not for injunctive or other relief in relation to any residential property.

THE THREAT

18. Palestine Action is a pro-Palestine direct action protest group which describes its aims as being "to take direct action against Israel's arms trade in Britain[1]" and to target property and premises belonging to corporate actors seen as aiding and abetting violations of international law by Israel against the Palestinian people. It is a proscribed organisation under the Terrorism Act 2000 ("the Act") with effect from 5th July 2025.

19. Palestine Action or individuals associated with, or espousing causes similar to those of Palestine Action, have undertaken unlawful direct action against a number of companies who are alleged to have supplied aircraft parts or equipment for ultimate use by Israel and/or the Israel Defense Forces ("the IDF") as an end user.

20. In particular, a website entitled "Declassified UK" has in the past published articles naming companies with operational sites situated in the UK which are alleged to supply components to the IDF. In relation to the following companies, such publication has been associated with such unlawful direct action being taken soon afterwards against operational sites of the companies in question:

    (i) BAE Systems Plc;
    (ii) Martin-Baker Limited;
    (iii) UAV Engines Limited;

[1] Ammori v Secretary of State for the Home Department [2025] EWHC 1708 at 8.

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(iv) Instro Precision Limited; and

(v) Permoid Industries Limited.

21. On 10 July 2025, the Declassified UK website published an article under the headline "Israeli fighter pilots training with UK equipment", including, but not limited to, allegations that:

(i) "Moog" had designed the flight control system for the "M-346 Lavi", which was described as "a high-performance aircraft designed to train Israeli pilots to fly advanced fighter jets including the F-16 and F-35" and provides maintenance services for the aircraft;

(ii) F-16 fighter jets had been used by Israeli forces last year "to bomb a residential compound in Gaza housing UK charity Medical Aid for Palestinians, injuring four British doctors" and that "F-35s have also been used to commit war crimes in Gaza, including an airstrike on a designated safe zone which killed 90 people";

(iii) "In addition to supplying parts for the M-346 Lavi, Moog has contributed to the global F-35 programme";

(iv) "Moog has sent at least ten shipments to Hatzerim airbase since December 2024"; and

(v) Specifically, the First Claimant had "sent at least ten shipments to Israel's Hatzerim airbase since December", and "was on the most recent list of UK-based companies which have received arms export licences for the international F-35 programme."

22. The First Claimant is also identified on the Campaign Against Arms Trade ("CAAT") website as a company which makes components for F-35s and as a company which holds an "Israeli military export licence". A search for "Moog" on the CAAT website identifies the addresses of two of the Moog Sites.

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23. In the early hours of Tuesday 26th August 2025, four individuals claiming to be associated with a group called "Palestinian Martyrs for Justice" broke into the Wolverhampton Site by ramming a vehicle into the front gates and then driving through an internal automatic barrier into the Logistics Entrance to the site. Thereafter, they climbed onto the roof of the main building, causing significant damage to the building and solar panels installed upon its roof and considerable disruption to the First Claimant's business operations.

24. By reason of the foregoing facts and matters, some or all of the Moog Sites are highly likely to be the subject of unlawful direct action; and, further or alternatively, the Claimants reasonably so apprehend.

CAUSES OF ACTION

25. The Claimants apprehend that, unless restrained by the Court, persons unknown having sympathies for causes similar to those espoused by (among others) Palestine Action will conduct themselves in such a way as to amount to trespass and/or nuisance at one or more or all of the Moog Sites.

26. Members of the public have no consent or permission to enter upon the Moog Sites. The Claimants have not given any permission, consent or licence to any person to enter onto the Moog Sites other than in connection with the lawful operation of those sites and, in respect of the Wolverhampton Site, for the exercise of the rights to Centrica under the Airspace Lease. In particular, the Claimants have not given any permission, consent or licence to members of the public to enter onto the Moog Sites for the purpose of protest, direct action or other protest activity whether associated with the causes espoused by (among others) Palestine Action or otherwise.

27. Accordingly:

    (i) entry onto, occupation of, or remaining on the Moog Sites, or any of them; or

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(ii) climbing, 'locking on' (by whatever means) to any part thereof, causing damage such as by smashing of windows or external equipment, spray-painting, pouring, depositing, throwing or affixing anything; or

(iii) in respect of the Wolverhampton Site and the Tewkesbury Aircraft Site (which are enclosed by their own fences) the climbing, cutting or spray-painting of, the "locking on" to (by whatever means) or pouring, depositing, throwing, or affixing anything to the fencing surrounding those sites,

would therefore constitute a trespass, which the Claimants are entitled to injunctive relief to restrain.

28. Further, the Claimants seek injunctive relief to restrain:

(i) The obstruction or interference, or attempted obstruction or interference, of access to or egress from the Moog Sites, with or without vehicles, by the Claimants, their agents, employees, contractors, customers, suppliers or other licensees; and

(ii) the interference with any of the services serving the Moog Sites, including but not limited to water and/or sewerage pipes.

Any such interference would constitute a trespass, alternatively a nuisance and the relief sought is necessary and proportionate in order to give effective protection to the Claimants' rights as landowners in respect of the Moog Sites.

29. The Second Claimant also seeks injunctive relief in respect of the area shown shaded and hatched blue on Plan 2, being (i) the strip of land separating the Units and (ii) ~~the car parking spaces and loading bays adjoining Unit C which is used with to access~~ parking areas and loading bays used with the Units. It is not asserted in these proceedings that the Second Claimant is the person entitled to sufficient possession or control of those areas to maintain a cause of action in trespass in relation thereto. However:

Docusign Envelope ID: 2572B2A1-1464-4693-9547-D74B64EAF3DB

(i) the relief claimed in relation the areas shown shaded and hatched blue on Plan 2 is no more than is necessary and proportionate in order to give effective protection to its rights as landowner to restrain trespass on the Luton Site;

(ii) further or alternatively, such relief is required in order to restrain acts of nuisance, or threatened nuisance, within the areas shaded and hatched blue which would interfere with the Second Claimant's use and enjoyment of the Luton Site or which would threaten to do so.

30. On the like basis, the Third Claimant also seeks injunctive relief in respect of the areas shown shaded and hatched blue on Plan 3, being the estate road and/or circulation spaces/forecourt/additional car parking spaces separating the warehouse units from the demised car parking spaces within the Reading Site.

HUMAN RIGHTS

31. Reliance by the Defendants of rights of freedom of expression and / assembly under Articles 10 and/or 11 of the European Convention of Human Rights would not provide a defence in the particular circumstances of this case.

THE RELIEF SOUGHT

32. The Claimant<u>s</u> therefore seek~~s~~ the following Orders:

(i) An order restraining the First Defendants from:

(1) entering, occupying or remaining upon or damaging the land and premises shown edged red on Plan 1 being the Wolverhampton Site which for the avoidance of doubt includes the perimeter gates and fencing (including by climbing, breaking windows or external equipment, spray-painting, pouring, depositing, throwing or affixing anything, or 'locking on' to any part thereof by whatever means);

Docusign Envelope ID: 2572B2A1-1464-4693-9547-D74B64EAF3DB

(2) obstructing or interfering with or attempting to obstruct or interfere with access to or egress from the Wolverhampton Site, with or without vehicles, by the First Claimant, its agents, employees, contractors, customers, suppliers, or other licencees.

(ii) An order restraining the Second Defendants from:

(1) entering, occupying or remaining upon or damaging the land and premises shown edged yellow on Plan 2 being the Luton Site (including by climbing, breaking windows or external equipment, spray-painting, pouring, depositing, throwing or affixing anything, or 'locking on' to any part thereof by whatever means);

(2) obstructing or interfering with or attempting to obstruct or interfere with access to or egress from the Luton Site, with or without vehicles, by the Second Claimant, its agents, employees, contractors, customers, suppliers or other licencees.

(iii) An order restraining the Third Defendants from:

(1) entering, occupying or remaining upon or damaging the land and premises shown edged yellow on Plan 3 being the Reading Site (including by climbing, breaking windows or external equipment, spray-painting, pouring, depositing, throwing or affixing anything, or 'locking on' to any part thereof by whatever means);

(2) obstructing or interfering with or attempting to obstruct or interfere with access to or egress from the Reading Site, with or without vehicles, by the Third Claimant, its agents, employees, contractors, customers, suppliers or other licencees.

Docusign Envelope ID: 2572B2A1-1464-4693-9547-D74B64EAF3DB

(iv) An order restraining the Fourth Defendants from:

(1) entering, occupying or remaining upon or damaging the land and premises shown edged red on Plan 4 being the Tewkesbury Aircraft Site which for the avoidance of doubt includes the perimeter gates and fencing (including by climbing, breaking windows or external equipment, spray-painting, pouring, depositing, throwing or affixing anything, or 'locking on' to any part thereof by whatever means);

(2) obstructing or interfering with or attempting to obstruct or interfere with access to or egress from the Tewkesbury Aircraft Site, with or without vehicles, by the Fourth Claimant, its agents, employees, contractors, customers, suppliers or other licencees.

(v) An order restraining the Fifth Defendants from:

(1) entering, occupying or remaining upon or damaging the land and premises shown edged red on Plan 5 being the Tewkesbury Industrial Site (including by climbing, breaking windows or external equipment, spray-painting, pouring, depositing, throwing or affixing anything, or 'locking on' to any part thereof by whatever means);

(2) obstructing or interfering with or attempting to obstruct or interfere with access to or egress from the Tewkesbury Industrial Site, with or without vehicles, by the Fourth Claimant, its agents, employees, contractors, customers, suppliers or other licencees.

(vi) An order restraining the Defendants from interfering or attempting to interfere with services serving the Moog Sites including, but not limited to, water and/or sewerage pipes;

Docusign Envelope ID: 2572B2A1-1464-4693-9547-D74B64EAF3DB

(vii) Further or other relief as the Court sees fit; and

(viii) Costs.

I believe that the facts stated in this Amended Particulars of Claim are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed …… Signed by: Elwira Kelly 92C7F87347624E7... ……

Elwira Kelly

DATED this 5 day of September 2025.

Plan 1



Case Reference: 1H5451.000327 updated plan

M O O G
Valiant Way
Wolverhampton
WV9 5GB

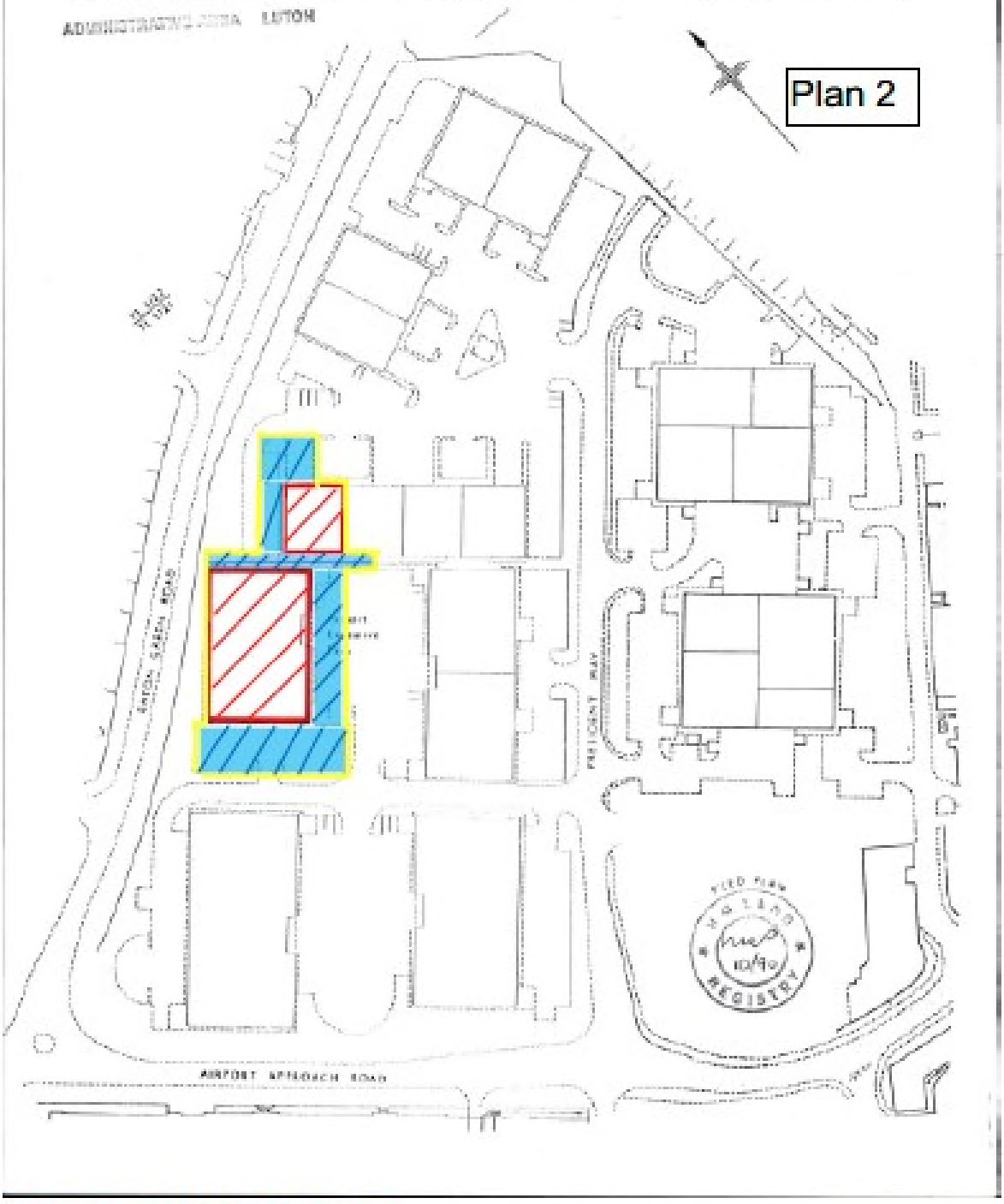
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H.M. LAND REGISTRY		TITLE NUMBER BD154447	
ORDNANCE SURVEY PLAN REFERENCE	TL 1121	SECTION C	Scale 1/1250
~~CRANFIELD~~	~~CRANFIELD~~	© Crown copyright	

ADMINISTRATIVE AREA LUTON

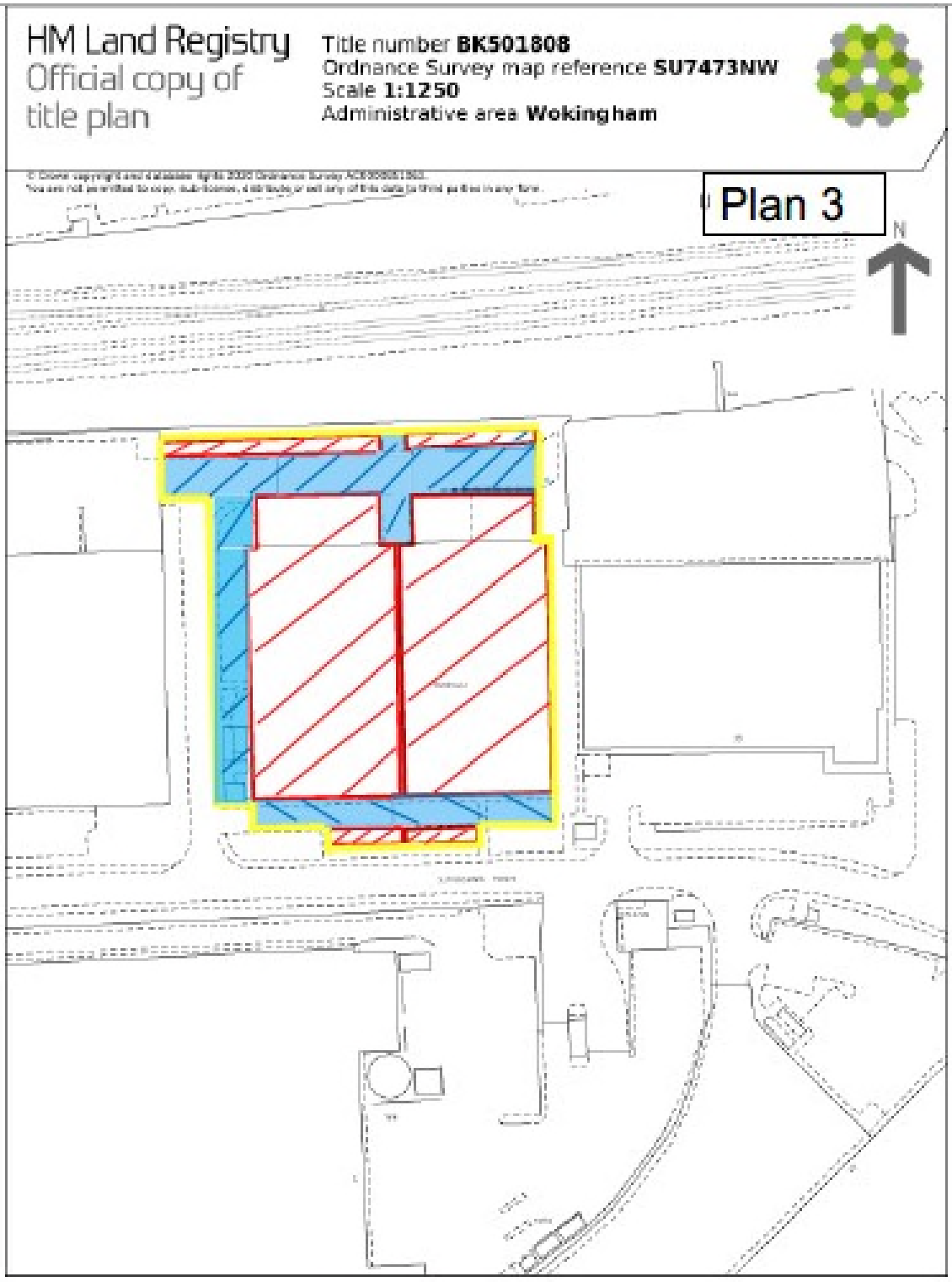
Plan 2



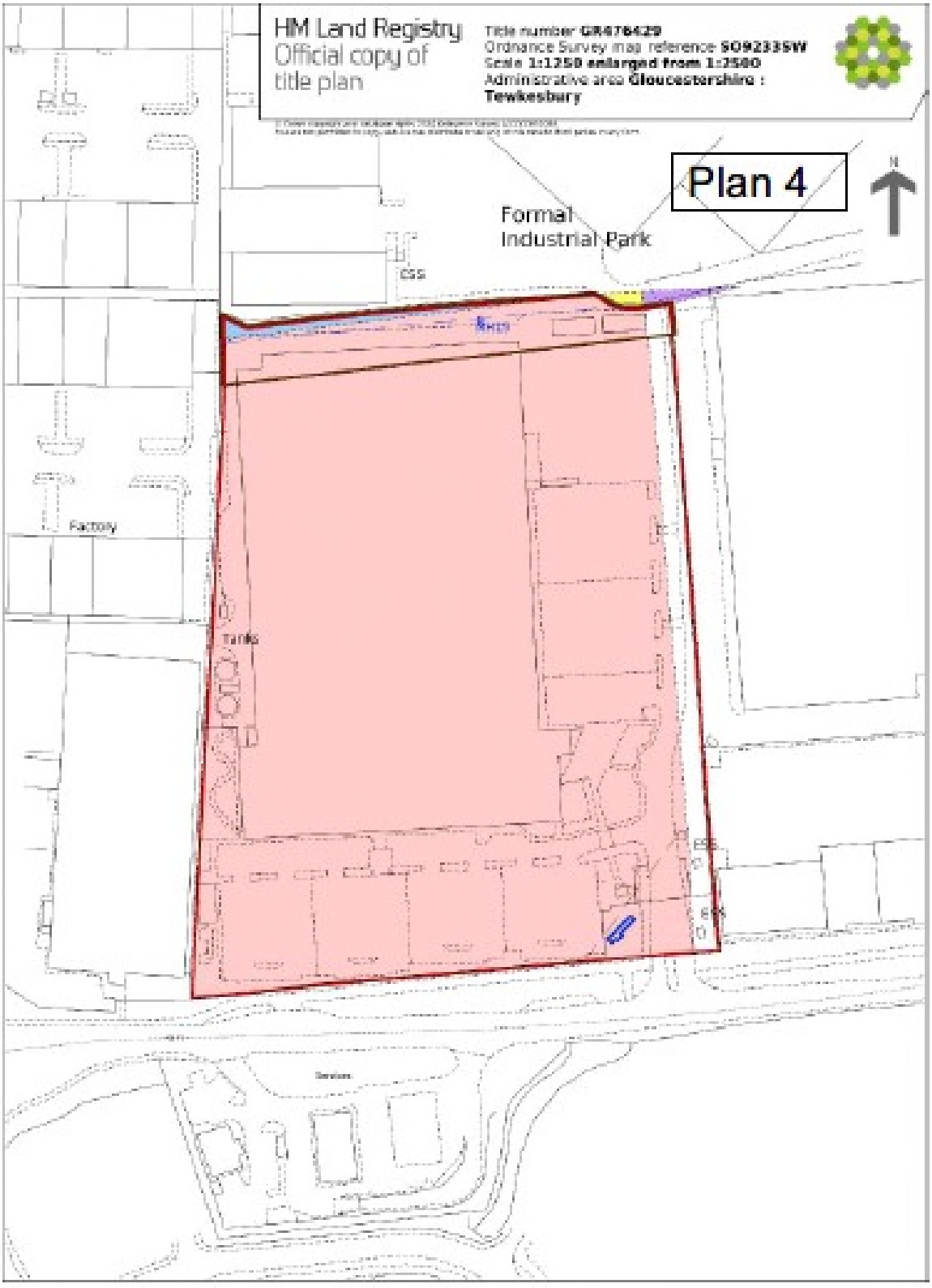
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HM Land Registry
Official copy of
title plan

Title number **BK501808**
Ordnance Survey map reference **SU7473NW**
Scale **1:1250**
Administrative area **Wokingham**



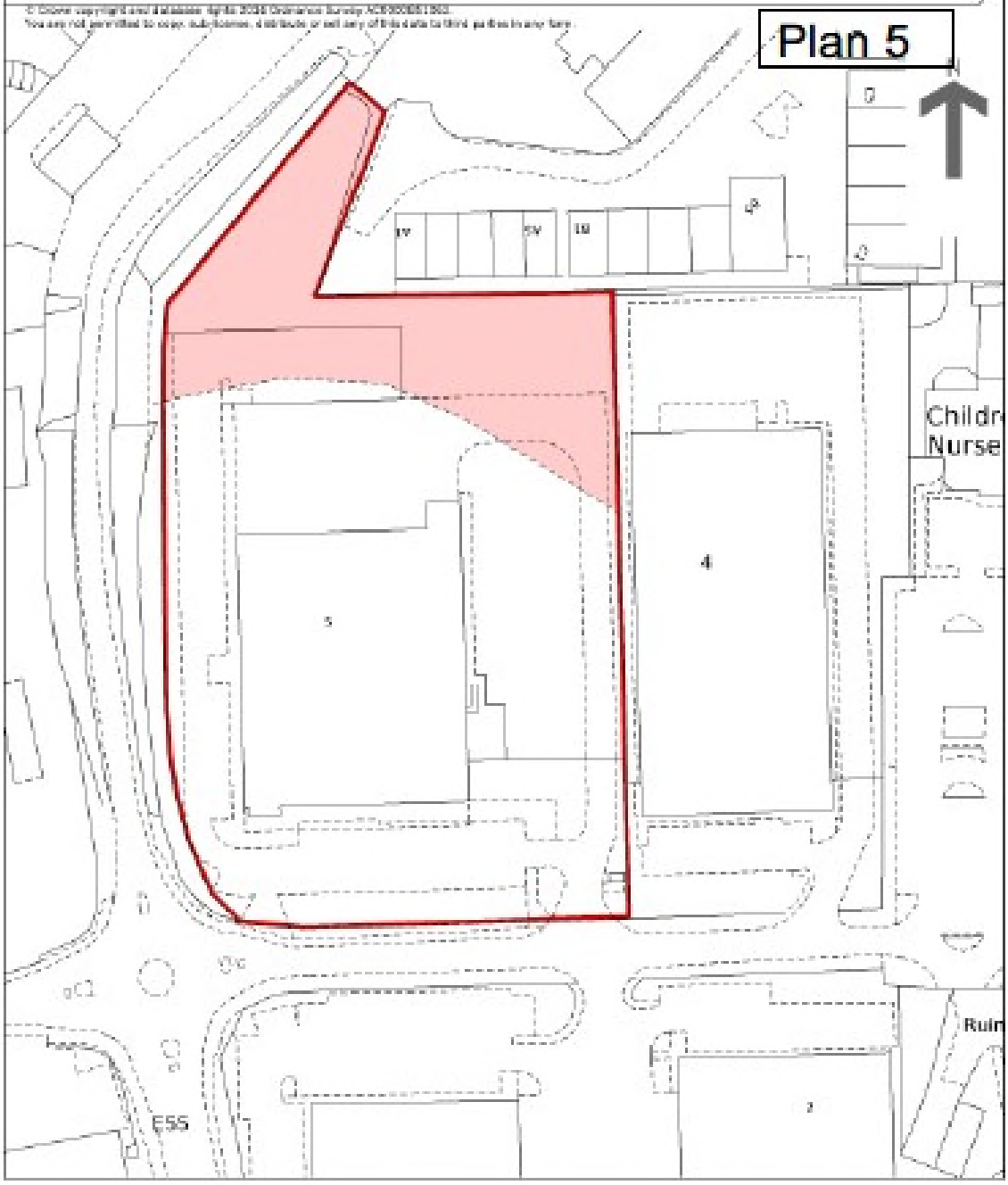
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HM Land Registry
Official copy of
title plan

Title number **GR395822**
Ordnance Survey map reference **SO92335W**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Gloucestershire :**
Tewkesbury



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HIGH COURT OF JUSTICE
08 Sep 2025
THE BUSINESS & PROPERTY COURTS OF ENGLAND & WALES
PT-2025-000910

IN THE HIGH COURT OF JUSTICE **Claim No: PT-2025-000910**

CHANCERY DIVISION

Before: Mr Justice Meade

Date: 5 September 2025

"This order, though it does not bear the court seal, shall take effect as if it had been sealed. A sealed copy will be provided to the serving party on Monday, 8th September."

BETWEEN:

(1) MOOG WOLVERHAMPTON LIMITED
(Company number 07008386)

(2) MOOG FERNAU LIMITED
(Company number 989895)

(3) MOOG READING LIMITED
(Company number 00586505)

(4) MOOG CONTROLS LIMITED
(Company number 01171948)

Claimants

and

(1) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 1 BEING MOOG AIRCRAFT GROUP WOLVERHAMPTON, VALIANT WAY, PENDEFORD, WOLVERHAMPTON WV9 5GB, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(2) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES

SHOWN EDGED YELLOW ON PLAN 2 BEING MOOG CONTROLS LTD LUTON, UNITS C AND J AIRPORT EXECUTIVE PARK, PRESIDENT WAY, LUTON LU2 9NY, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(3) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED YELLOW ON PLAN 3 BEING MOOG READING LIMITED, 30 SUTTONS BUSINESS PARK, READING, BERKSHIRE RG6 1AW, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(4) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 4 BEING MOOG AIRCRAFT GROUP TEWKSBURY, ASHCHURCH, TEWKESBURY, GLOUCESTERSHIRE GL20 8NA, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(5) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 5 BEING MOOG INDUSTRIAL GROUP, ASHCHURCH PARKWAY, TEWKESBURY, GLOUCESTERSHIRE GL20 8TU, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

Defendants

ORDER

PENAL NOTICE

IF YOU THE WITHIN DEFENDANTS OR PERSONS UNKNOWN OR ANY OF YOU DISOBEY THIS ORDER OR INSTRUCT OR ENCOURAGE OTHERS TO

BREACH THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED.

ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS THE DEFENDANTS OR PERSONS UNKNOWN TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED.

IMPORTANT NOTICE TO THE DEFENDANTS AND PERSONS UNKNOWN

This Order prohibits you from doing the acts set out in this Order. You should read it carefully. You are advised to consult a solicitor as soon as possible. You have the right to ask the Court to vary or discharge this Order.

BEFORE the Honourable Mr Justice Meade on 5 September 2025

UPON the Claimants having issued this Claim by a Claim Form dated 4 September 2025

AND UPON hearing the Claimants' application for an ex parte interim injunction by Application Notice dated 4 September 2025

AND UPON READING the Witness Statement of Elwira Kelly dated 4 September 2025

AND UPON HEARING Timothy Morshead KC for the Claimants

AND UPON the Claimants giving and the Court accepting the undertakings set out in Schedule 1 to this Order

IT IS ORDERED THAT:

INJUNCTION

Until the return date or further order of the court:

1. The First Defendants must not:

    (i) without the consent of the First Claimant, enter, occupy or remain on any part of the land and premises shown edged red on the first plan annexed to this Order at Schedule 2 ("Plan 1") being Moog Aircraft Group Wolverhampton, Valiant Way, Pendeford, Wolverhampton, WV9 5GB,

which for the avoidance of doubt includes the perimeter gates and fencing, including by climbing, breaking windows or external equipment, spray-painting, pouring, depositing, throwing or affixing anything, or 'locking on' to any part thereof by whatever means;

;

(ii) interfere or attempt to interfere with any of the services serving the land and premises shown edged red on Plan 1, including but not limited to water and/or sewerage pipes.

2. The Second Defendants must not:

(i) without the consent of the Second Claimant, enter, occupy or remain on any part of the land and premises shown edged yellow on the second plan annexed to this Order at Schedule 2 ("Plan 2") being Moog Controls Ltd, Units C and J Airport Executive Park, President Way, Luton, LU2 9NY, including by climbing, breaking windows or external equipment, spray-painting, pouring, depositing, throwing or affixing anything, or 'locking on' to any part thereof by whatever means;

(ii) interfere or attempt to interfere with any of the services serving the land and premises shown edged yellow on Plan 2, including but not limited to water and/or sewerage pipes.

3. The Third Defendants must not:

(i) without the consent of the Third Claimant, enter, occupy or remain on any part of the land and premises shown edged yellow on the third plan annexed to this Order at Schedule 2 ("Plan 3") being Moog Reading Limited, 30 Suttons Business Park, Reading, Berkshire, RG6 1AW, including by climbing,

breaking windows or external equipment, spray-painting, pouring, depositing, throwing or affixing anything, or 'locking on' to any part thereof by whatever means);

(ii) interfere or attempt to interfere with any of the services serving the land and premises shown edged yellow on Plan 3, including but not limited to water and/or sewerage pipes.

4. The Fourth Defendants must not:

(i) without the consent of the Fourth Claimant, enter, occupy or remain on any part of the land and premises shown edged red on the fourth plan annexed to this Order at Schedule 2 ("Plan 4") being Moog Aircraft Group Tewkesbury, Ashchurch, Tewkesbury, Gloucestershire, GL20 8NA, which for the avoidance of doubt includes the perimeter gates and fencing, including by climbing, breaking windows or external equipment, spray-painting, pouring, depositing, throwing or affixing anything, or 'locking on' to any part thereof by whatever means;

(ii) interfere or attempt to interfere with any of the services serving the land and premises shown edged red on Plan 4, including but not limited to water and/or sewerage pipes.

5. The Fifth Defendants must not:

(i) without the consent of the Fourth Claimant, enter, occupy or remain on any part of the land and premises shown edged red on the fifth plan annexed to this Order at Schedule 2 ("Plan 5") being Moog Industrial Group, Ashchurch Parkway, Tewkesbury, Gloucestershire, GL20 8TU, including by climbing, breaking windows or external equipment, spray-painting, pouring, depositing, throwing or affixing anything, or 'locking on' to any part thereof by whatever means;

(ii) interfere or attempt to interfere with any of the services serving the land and premises shown edged red on Plan 5, including but not limited to water and/or sewerage pipes

6. In respect of paragraphs 1 to 5, the Defendants must not (a) do it himself/herself/themselves in any other way or (b) do it by means of another person acting on his/her/their behalf, or acting on his/her/their instructions.

THE RETURN DATE

7. The application for an interim injunction having been made without notice to the Defendants, the application be listed for a return date of 6 October 2025 when the Court will also consider the outstanding parts of the application for injunctive relief.

8. The Defendants may file and serve any evidence in response by 29 September 2025. Skeleton Arguments shall be filed at Court, with a bundle of authorities, not less than 2 days before the hearing.

SERVICE AND NOTIFICATION

9. Service of the Claim Form, the Application for interim injunction and this Order is dispensed with, pursuant to CPR 6.16, 6.28 and 81.4(2)(c).

10. The Claim Form, Amended Particulars of Claim, Application Notice, evidence in support and a Note of the Hearing on 5 September 2025 will be notified to the Defendants by the Claimants carrying out each of the following steps:

(i) Uploading a copy on to the following website: www.moog.co.uk/injunction

(ii) Affixing notices at prominent locations at each of the sites shown edged red on Plans 1, 4, and 5 and edged yellow on Plans 2 and 3 setting out where these

documents can be found and obtained in hard copy or including this information in the warning notices referred to at paragraph 11(iii) below.

11. This Order shall be notified to the Defendants by the Claimants carrying out each of the following steps:

(i) Uploading a copy of the Order on to the following website: www.moog.co.uk/injunction.

(ii) Affixing a copy of the Order in A4 size in a clear plastic envelope at prominent locations at each of the Sites shown edged red on Plans 1, 4 and 5 and edged yellow on Plans 2 and 3.

(iii) Affixing warning notices of A3 or A2 size at those locations at each of the Sites shown edged red on Plans 1, 4 and 5, and edged yellow on Plans 2 and 3, substantially in the form of the notice at Schedule 3. Any such notices which may initially be affixed in A3 size (which will, for the avoidance of doubt, be effective notification for the purposes of paragraph 14 below) shall be replaced with notices in A2 size as soon as reasonably practicable.

(iv) The warning notices shall include that on the return date the Claimants will be seeking a further order preventing the obstruction of or interference with access to the Sites shown edged red on Plans 1, 4 and 4 and edged yellow on Plans 2 and 3.

12. Notification to the Defendants of any further applications shall be effected by the Claimants carrying out each of the following steps:

(i) Uploading a copy of the application on to the following website: www.moog.co.uk/injunction

(ii) Affixing a notice at a prominent location at the relevant Site/s shown edged red on Plans 1, 4 and 5 and edged yellow on Plans 2 and 3 stating that the application has been made and where it can be accessed in hard copy and online.

13. Notification of any further documents to the Defendants may be effected by carrying out the steps set out in paragraphs 12(i) and 12(ii) only.

14. In respect of paragraphs 10 to 13 above, effective notification will be deemed to have taken place on the date for each of the Defendants on which all the relevant steps have been carried out.

15. For the avoidance of doubt, in respect of the steps referred to at paragraphs 10(ii), 11(ii), 11(iii), and 12(ii), effective notification will be deemed to have taken place when the documents have all been first affixed regardless of whether they are subsequently removed.

VARIATION

16. Anyone served with or notified of this Order may apply to the Court at any time to vary or discharge this Order or so much of it as affects that person but they must first give the Claimants 72 hours' notice of such application. If any evidence is to be relied upon in support of the application the substance of it must be communicated in writing to the Claimants at least 48 hours in advance of any hearing.

17. Any person applying to vary or discharge this Order must provide their full name, address and address for service.

18. The Claimants have liberty to apply to vary this Order.

COSTS

19. Costs reserved.

COMMUNICATIONS WITH THE CLAIMANTS

20. The Claimants' contact details are:

(1) Moog Aircraft Group Wolverhampton, Valiant Way, Wolverhampton, West Midlands WV9 5GB.

(2) mooglegal@moog.com.

Dated: 5 September 2025

SCHEDULE 1 – UNDERTAKINGS

1. The Claimants will take steps to notify Defendants of the Claim Form, Application Notice, evidence in support, the Order and a Note of the Hearing on 5 September 2025 as soon as practicable and no later than 5pm on 8 September 2025.

2. The Claimants will comply with any order for compensation which the Court might make in the event that the Court later finds that the injunction in paragraphs 1 to 6 of this Order has caused loss to a future Defendant and the Court finds that the future Defendant ought to be compensated for that loss.

SCHEDULE 2 – PLANS

Plan 1



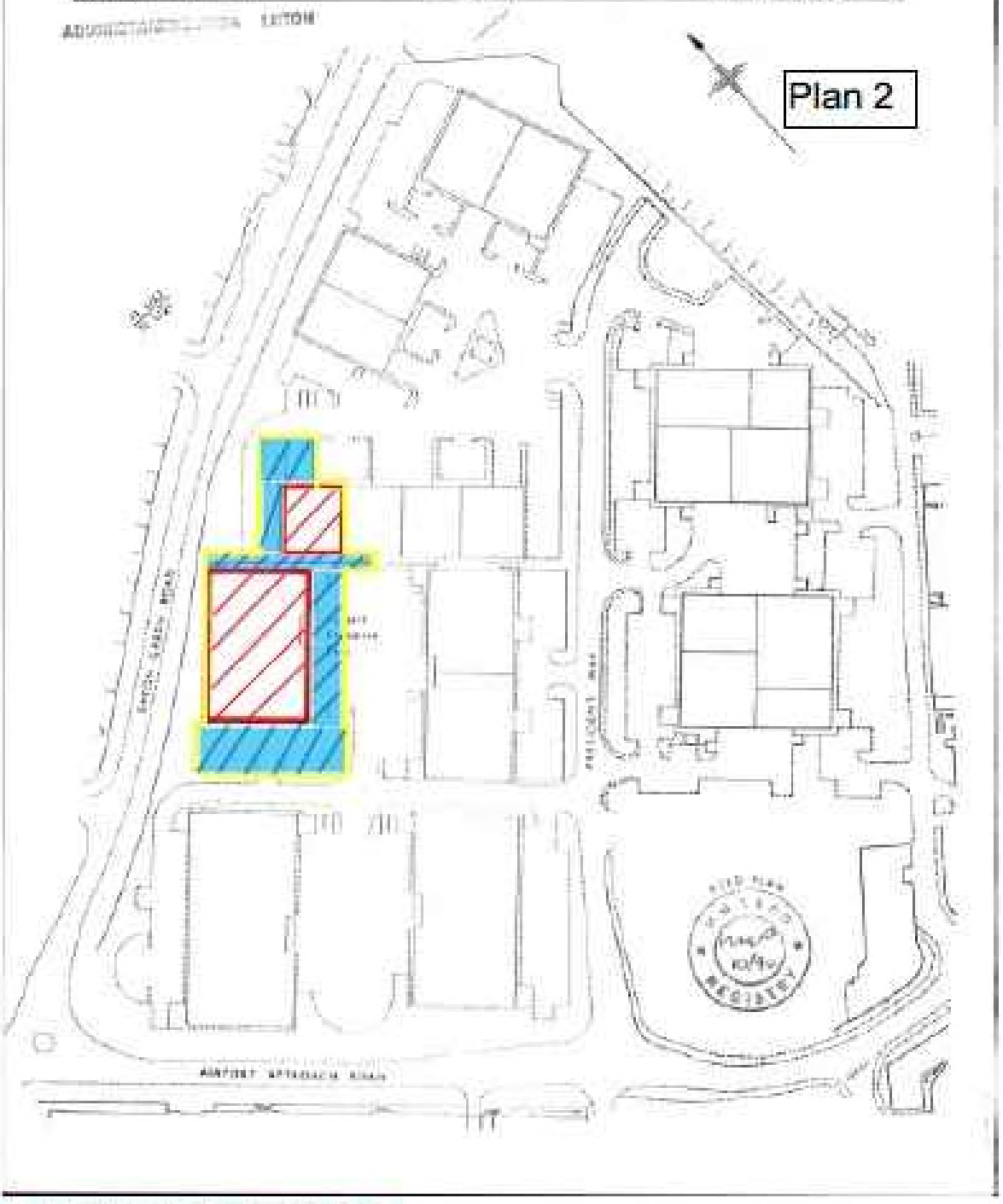
Case Reference: 1H5451.000327 updated plan

M O O G
Vallent Way
Wolverhampton
WV9 5GB

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H.M. LAND REGISTRY		TITLE NUMBER BD154447	
ORDNANCE SURVEY PLAN REFERENCE	TL 1121	SECTION C	Scale 1/1250
LONDON BOROUGH	LUTON		© Crown copyright

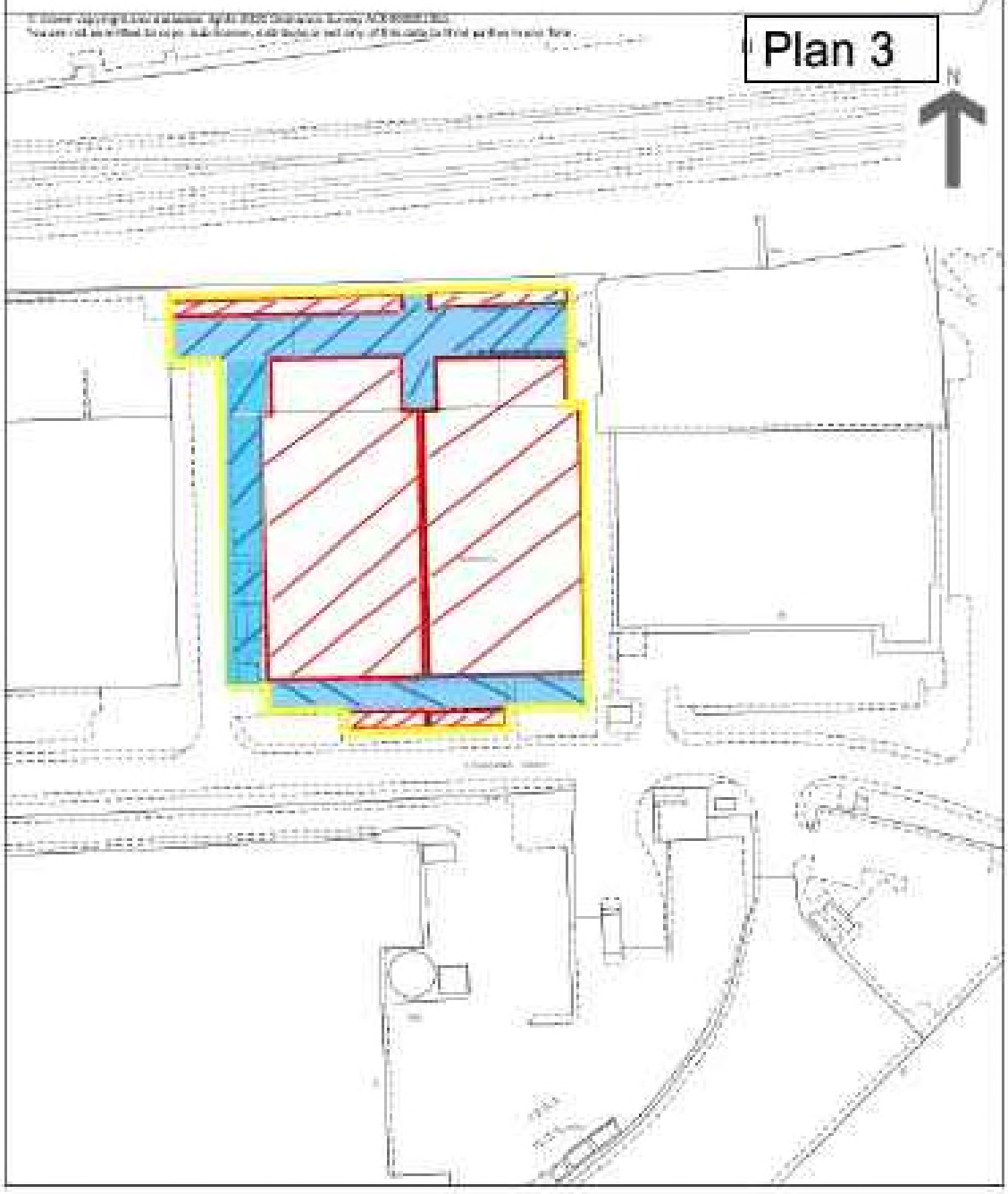
Plan 2



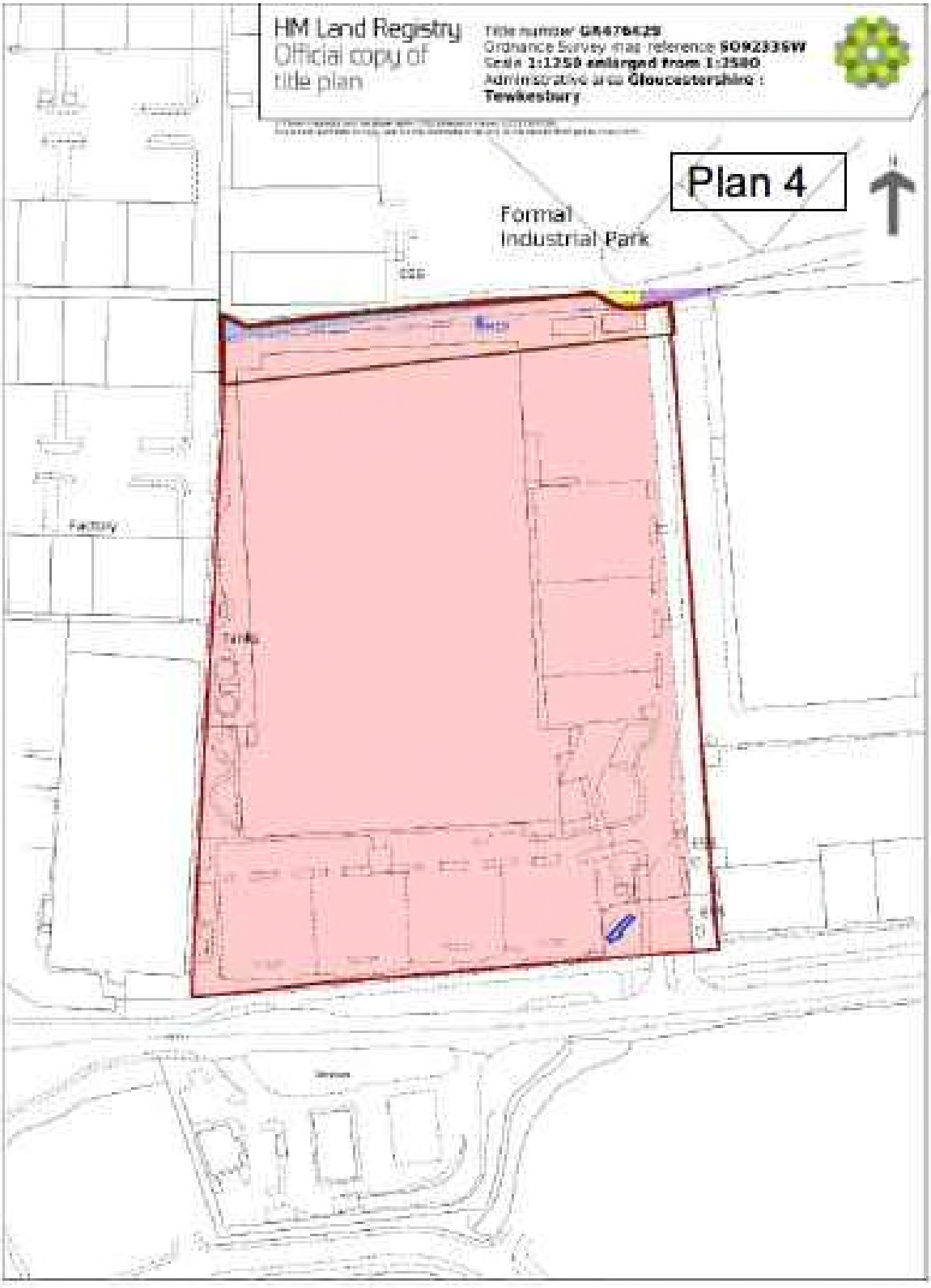
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HM Land Registry
Official copy of
title plan

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Ordnance Survey map reference **SU7473NW**
Scale **1:1250**
Administrative area **Wokingham**

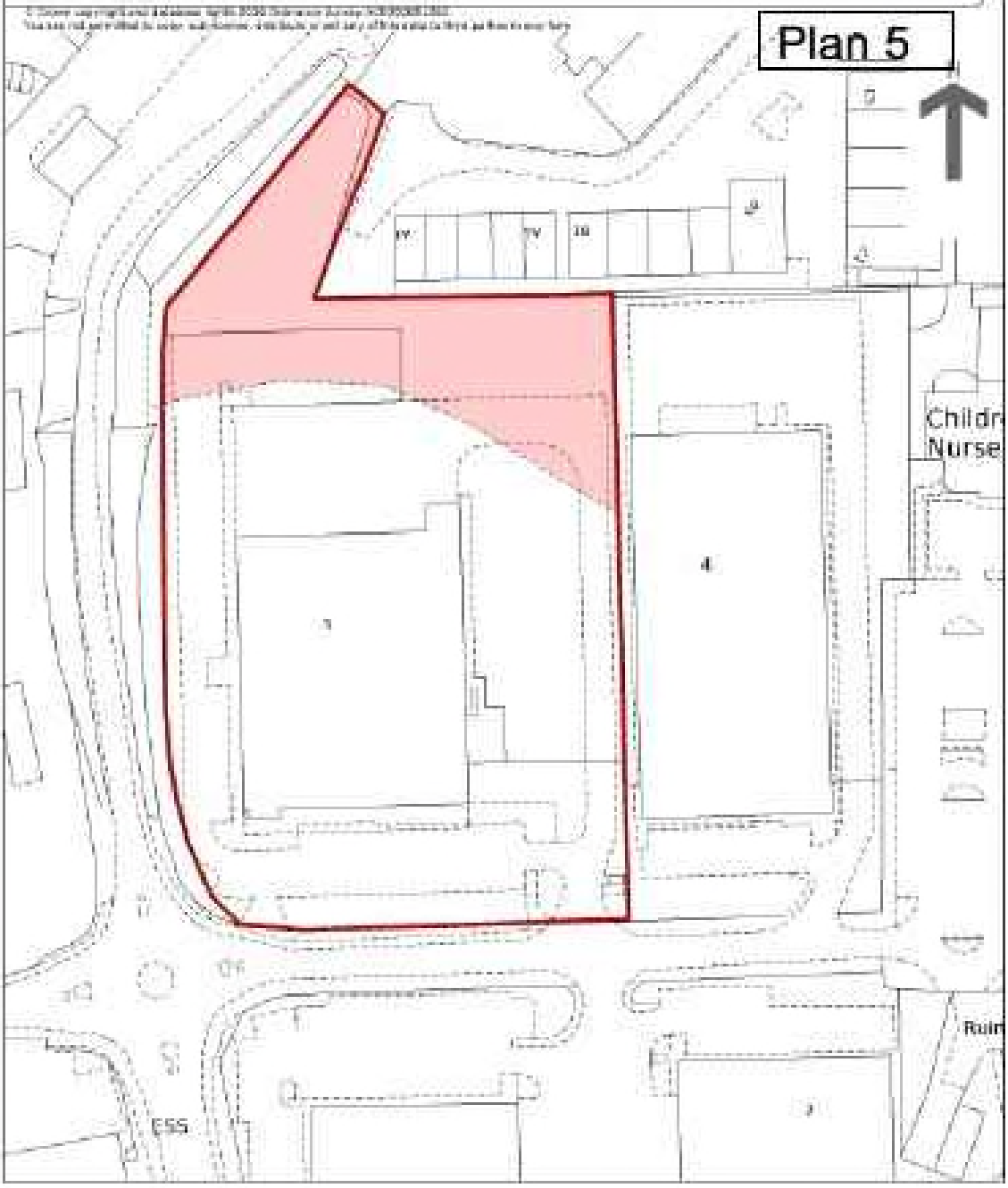


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HM Land Registry
Official copy of
title plan
Title number GR476429
Ordnance Survey map reference SO9233SW
Scale 1:1250 enlarged from 1:2500
Administrative area Gloucestershire :
Tewkesbury
Plan 4
Formal
Industrial Park
Factory
Tank

HM Land Registry
Official copy of title plan

Title number **GR395822**
Ordnance Survey map reference **SO92335W**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Gloucestershire : Tewkesbury**



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SCHEDULE 3– WARNING NOTICE

WARNING NOTICE OF COURT INJUNCTION

A HIGH COURT INJUNCTION granted by the High Court in Claim No PT-2025-000910 on 5 September 2025 exists relating to the land and premises known as Moog Aircraft Group Wolverhampton, Valiant Way, Pendeford, Wolverhampton, WV9 5GB.

The injunction means you may not:

1. **FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 1, INCLUDING THE PERIMETER GATES AND FENCING, BEING MOOG AIRCRAFT GROUP WOLVERHAMPTON, VALIANT WAY, WOLVERHAMPTON, WV9 5GB**
2. **INTERFERE OR ATTEMPT TO INTERFERE WITH ANY OF THE SERVICES SERVING THE LAND AND PREMISES SHOWN EGDED RED ON PLAN 1**

ANYONE BREACHING THE TERMS OF THIS COURT ORDER OR ASSISTING ANY OTHER PERSON IN BREACHING THE TERMS OF THIS ORDER MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE SENT TO PRISON, FINED OR HAVE THEIR ASSETS SEIZED

A copy of the Order and the legal proceedings to which it relates can be viewed at www.moog.co.uk/injunction or obtained by e-mailing mooglegal@moog.com

A further hearing in relation to the Order will take place at the Rolls Building, 7 Rolls Building, Fetter Lane, London, EC4A 1NL on 6 October 2025 at which the Claimants will seek an order for a further injunction preventing anyone from obstructing access to or egress from the land and premises shown edged red on Plan 1.

Plan 1


Case Reference: 1H5451.000327 updated plan
M O O G
Vallant Way
Wolverhampton
WV9 5GB
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Ordnance Survey
Licensed Data

WARNING NOTICE OF COURT INJUNCTION

A HIGH COURT INJUNCTION granted by the High Court in Claim No on 5 September 2025 exists relating to the land and premises known as Moog Controls Ltd, Units C and J Airport Executive Park, President Way, Luton, LU2 9NY

The injunction means you may not:

1. **FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON THE LAND AND PREMISES SHOWN EDGED YELLOW ON PLAN 2 BEING MOOG CONTROLS LTD, UNITS C AND J AIRPORT EXECUTIVE PARK, PRESIDENT WAY, LUTON, LU2 9NY**
2. **INTERFERE OR ATTEMPT TO INTERFERE WITH ANY OF THE SERVICES SERVING THE LAND AND PREMISES SHOWN EGDED YELLOW ON PLAN 2**

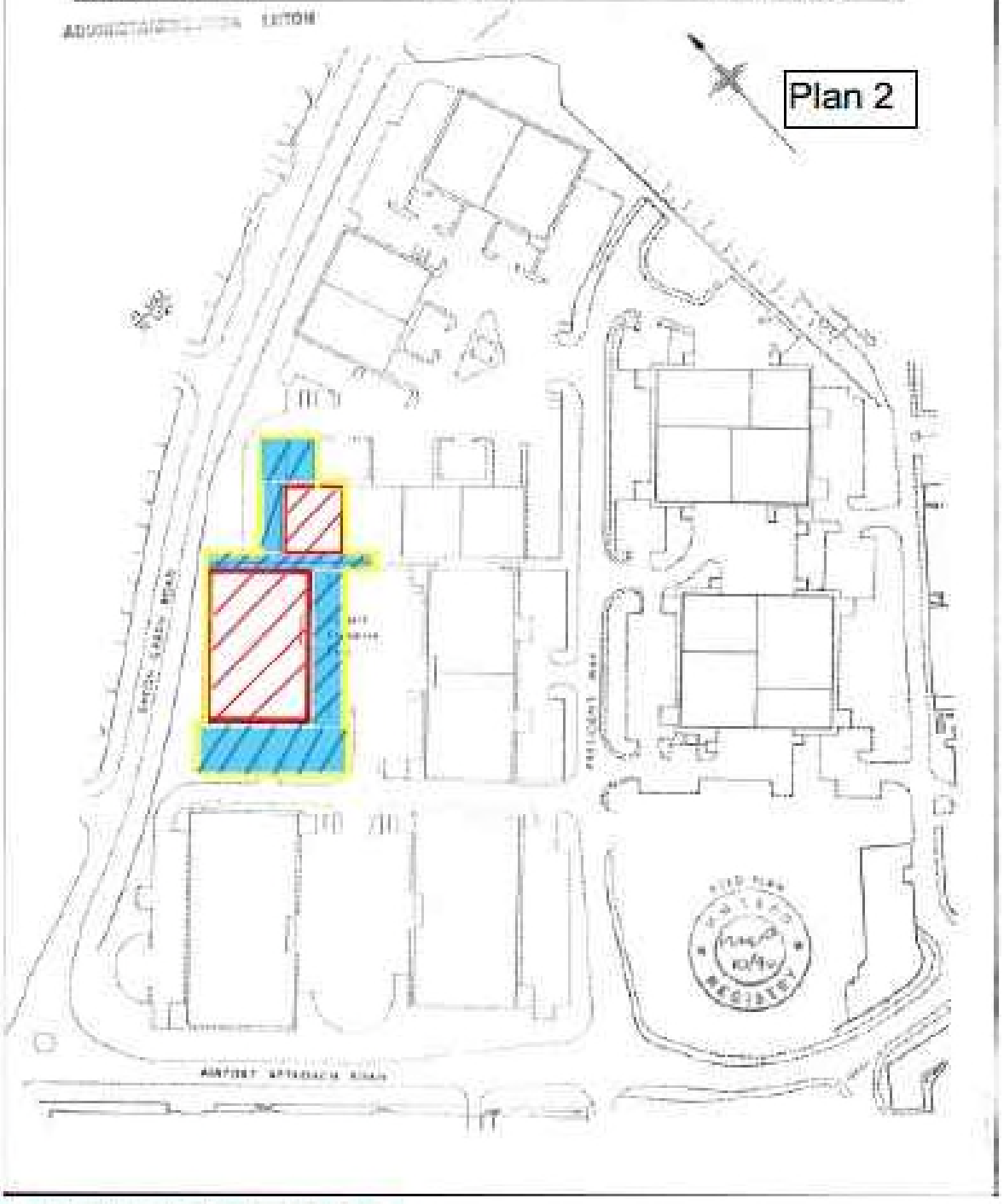
ANYONE BREACHING THE TERMS OF THIS COURT ORDER OR ASSISTING ANY OTHER PERSON IN BREACHING THE TERMS OF THIS ORDER MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE SENT TO PRISON, FINED OR HAVE THEIR ASSETS SEIZED

A copy of the Order and the legal proceedings to which it relates can be viewed at www.moog.co.uk/injunction or obtained by e-mailing mooglegal@moog.com

A further hearing in relation to the Order will take place at the Rolls Building, 7 Rolls Building, Fetter Lane, London, EC4A 1NL on 6 October 2025 at which the Claimants will seek an order for a further injunction preventing anyone from obstructing access to or egress from the land and premises shown edged yellow on Plan 2.

H.M. LAND REGISTRY		TITLE NUMBER BD154447	
ORDNANCE SURVEY PLAN REFERENCE	TL 1121	SECTION C	Scale 1/1250
[illegible]	[illegible]		© Crown copyright

Plan 2



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WARNING NOTICE OF COURT INJUNCTION

A HIGH COURT INJUNCTION granted by the High Court in Claim No on 5 September 2025 exists relating to the land and premises known as Moog Reading Limited, 30 Suttons Business Park, Reading, Berkshire, RG6 1AW

The injunction means you may not:

1. **FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON THE LAND AND PREMISES SHOWN EDGED YELLOW ON PLAN 3 BEING MOOG READING LIMITED, 30 SUTTONS BUSINESS PARK, READING, BERKSHIRE, RG6 1AW**
2. **INTERFERE OR ATTEMPT TO INTERFERE WITH ANY OF THE SERVICES SERVING THE LAND AND PREMISES SHOWN EGDED YELLOW ON PLAN 3**

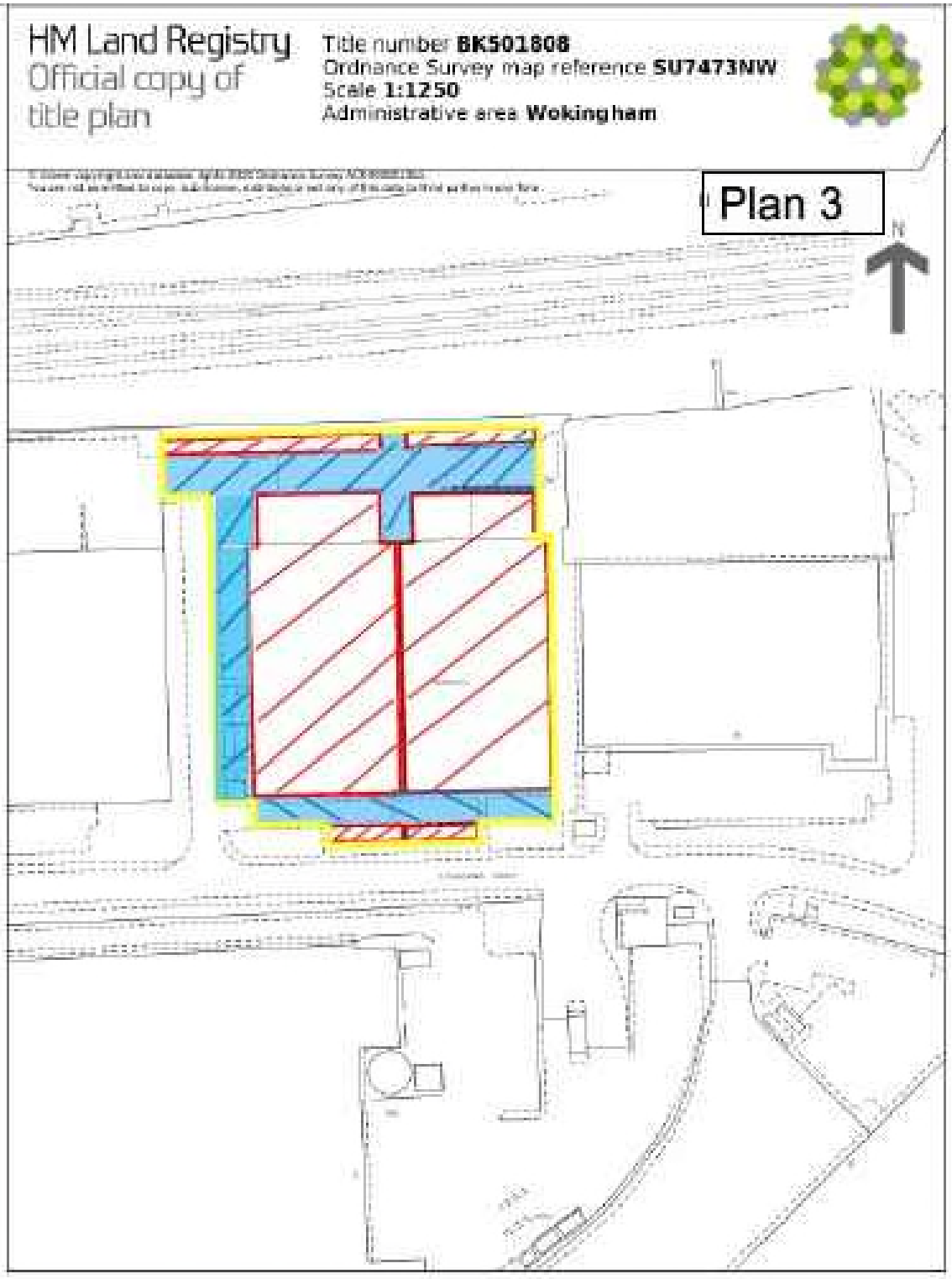
ANYONE BREACHING THE TERMS OF THIS COURT ORDER OR ASSISTING ANY OTHER PERSON IN BREACHING THE TERMS OF THIS ORDER MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE SENT TO PRISON, FINED OR HAVE THEIR ASSETS SEIZED

A copy of the Order and the legal proceedings to which it relates can be viewed at www.moog.co.uk/injunction or obtained by e-mailing mooglegal@moog.com

A further hearing in relation to the Order will take place at the Rolls Building, 7 Rolls Building, Fetter Lane, London, EC4A 1NL on 6 October 2025 at which the Claimants will seek an order for a further injunction preventing anyone from obstructing access to or egress from the land and premises shown edged yellow on Plan 3.

HM Land Registry
Official copy of
title plan

Title number **BK501808**
Ordnance Survey map reference **SU7473NW**
Scale **1:1250**
Administrative area **Wokingham**



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WARNING NOTICE OF COURT INJUNCTION

A HIGH COURT INJUNCTION granted by the High Court in Claim No on 5 September 2025 exists relating to the land and premises known as Moog Aircraft Group Tewkesbury, Ashchurch, Tewkesbury, Gloucestershire, GL20 8NA.

The injunction means you may not:

1. **FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 4, INCLUDING THE PERIMETER GATES AND FENCING, BEING MOOG AIRCRAFT GROUP TEWKESBURY, ASHCHURCH, TEWKESBURY, GLOUCESTERSHIRE, GL20 8NA**
2. **INTERFERE OR ATTEMPT TO INTERFERE WITH ANY OF THE SERVICES SERVING THE LAND AND PREMISES SHOWN EGDED RED ON PLAN 4**

ANYONE BREACHING THE TERMS OF THIS COURT ORDER OR ASSISTING ANY OTHER PERSON IN BREACHING THE TERMS OF THIS ORDER MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE SENT TO PRISON, FINED OR HAVE THEIR ASSETS SEIZED

A copy of the Order and the legal proceedings to which it relates can be viewed at www.moog.co.uk/injunction or obtained by e-mailing mooglegal@moog.com.

A further hearing in relation to the Order will take place at the Rolls Building, 7 Rolls Building, Fetter Lane, London, EC4A 1NL on 6 October 2025 at which the Claimants will seek an order for a further injunction preventing anyone from obstructing access to or egress from the land and premises shown edged red on Plan 4.


HM Land Registry
Official copy of
title plan
Plan 4
Formal
Industrial Park
Factory

WARNING NOTICE OF COURT INJUNCTION

A HIGH COURT INJUNCTION granted by the High Court in Claim No on 5 September 2025 exists relating to the land and premises known as Moog Industrial Group, Ashchurch Parkway, Tewkesbury, Gloucestershire, GL20 8TU

The injunction means you may not:

1. **FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 5 BEING MOOG INDUSTRIAL GROUP, ASHCHURCH PARKWAY, TEWKESBURY, GLOUCESTERSHIRE, GL20 8TU**
2. **INTERFERE OR ATTEMPT TO INTERFERE WITH ANY OF THE SERVICES SERVING THE LAND AND PREMISES SHOWN EGDED RED ON PLAN 5**

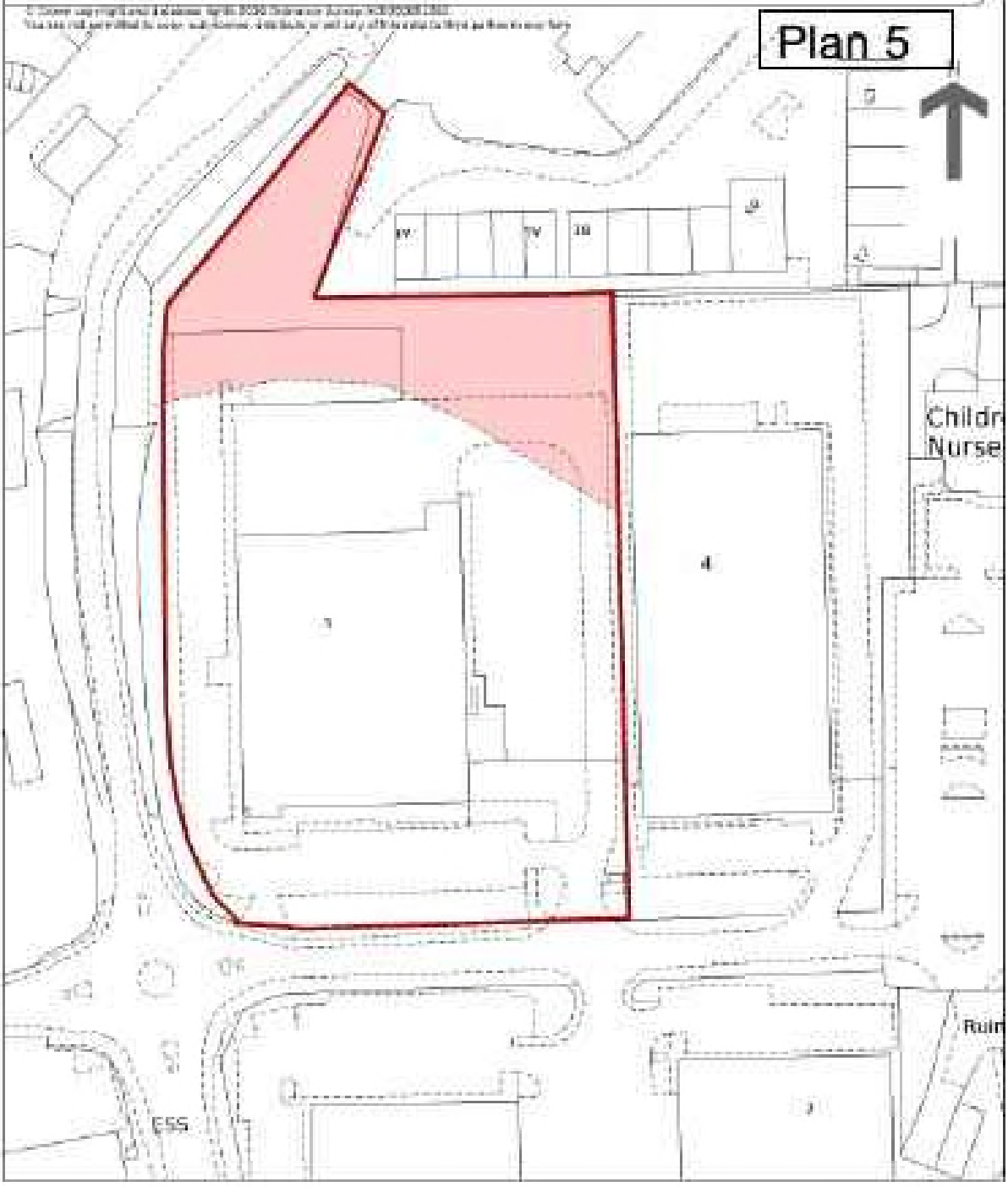
ANYONE BREACHING THE TERMS OF THIS COURT ORDER OR ASSISTING ANY OTHER PERSON IN BREACHING THE TERMS OF THIS ORDER MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE SENT TO PRISON, FINED OR HAVE THEIR ASSETS SEIZED

A copy of the Order and the legal proceedings to which it relates can be viewed at www.moog.co.uk/injunction or obtained by e-mailing mooglegal@moog.com:

A further hearing in relation to the Order will take place at the Rolls Building, 7 Rolls Building, Fetter Lane, London, EC4A 1NL on 6 October 2025 at which the Claimants will seek an order for a further injunction preventing anyone from obstructing access to or egress from the land and premises shown edged red on Plan 5.

HM Land Registry
Official copy of
title plan

Title number **GR395822**
Ordnance Survey map reference **SO92335W**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Gloucestershire :**
Tewkesbury



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N244

Application notice

For help in completing this form please read the notes for guidance form N244 Notes.

Find out how HM Courts and Tribunals Service uses personal information you give them when you fill in a form: https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information- charter

Name of court High Court of Justice Chancery Division	**Claim no.** PT-2025-000910
Fee account no. (if applicable)	**Help with Fees - Ref. no.** (if applicable) H W F - -
Warrant no. (if applicable)	
Claimant's name (including ref.) MOOG WOLVERHAMPTON LIMITED MOOG FERNAU LIMITED MOOG READING LIMITED MOOG CONTROLS LIMITED	
Defendant's name (including ref.) See Schedule 1	
Interested parties:	
Date	15 September 2025

HIGH COURT OF JUSTICE BUSINESS & PROPERTY COURTS OF ENGLAND & WALES
15 Sep 2025
PT-2025-000910
Hearing Date: 06 Oct 2025 10:30
The Rolls Buildings - Court 10

1. What is your name or, if you are a legal representative, the name of your firm?

(1) Moog Wolverhampton Limited, (2) Moog Fernau Limited, (3) Moog Reading Limited, (4) Moog Controls Limited

2. Are you a ☒Claimant ☐Defendant ☐Legal Representative

☐Other (please specify)

If you are a legal representative whom do you represent?

3. What order are you asking the court to make and why?

The Claimants seek (i) an order for the continuation of the interim injunctive relief granted by the Order of Meade J dated 5 September 2025 (the "Order"); and (ii) a further order prohibiting obstruction or interference with access to and/or egress from their land as sought in the Claimant's application of 4 September 2025 and as provided for in the draft order attached to this application notice.

☒Yes ☐No

5. How do you want to have this application dealt with? ☒at a hearing ☐without a hearing

☐at a remote hearing

6. How long do you think the hearing will last? Is this time estimate agreed by all parties? 1 Hours 30 Minutes

☐Yes ☒No

7. Give details of any fixed trial date or period: Return date of 6 October 2025

8. What level of Judge does your hearing need? Judge

9. Who should be served with this application? Defendants

9a. Please give the service address, (other than details of the claimant or defendant) of any party named in question 9.

The Claimants will serve / notify the Defendants pursuant to the service / notification provisions in the Order.

Click here to enter text. Click here to enter text.

Docusign Envelope ID: 2866E1D8-6F3A-454B-8C05-A3E80B6101F5

10. What information will you be relying on, in support of your application?

☒the attached witness statement

☒the statement of case

☐the evidence set out in the box below

If necessary, please continue on a separate sheet.

Docusign Envelope ID: 2866E1D8-6F3A-454B-8C05-A3E80B6101F5

11. Do you believe you, or a witness who will give evidence on your behalf, are vulnerable in any way which the court needs to consider?

☐ Yes. Please explain in what way you or the witness are vulnerable and what steps, support or adjustments you wish the court and the judge to consider.

☒ No

Docusign Envelope ID: 2866E1D8-6F3A-454B-8C05-A3E80B6101F5

Statement of Truth

I understand that proceedings for contempt of court may be brought against a person who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

☐ **I believe** that the facts stated in section 10 (and any continuation sheets) are true.

☒ **The applicant believes** that the facts stated in section 10 (and any continuation sheets) are true. **I am authorised** by the applicant to sign this statement.

Signature



☒ Applicant

☐ Litigation friend (where applicant is a child or a Protected Party)

☐ Applicant's legal representative (as defined by CPR 2.3(1))

Date

Day	Month	Year
15	09	2025

Full name

Elwira Kelly

Name of applicant's legal representative's firm

If signing on behalf of firm or company give position or office held

Senior Vice President, General Counsel and Corporate Secretary

Docusign Envelope ID: 2866E1D8-6F3A-454B-8C05-A3E80B6101F5

Applicant's address to which documents should be sent.

Building and street

Moog Wolverhampton Limited

Second line of address

Valiant Way

Town or city

Wolverhampton, West Midlands

County (optional)

United Kingdom

Postcode

WV9 5GB

If applicable

Phone number

Fax phone number

DX number

Your Ref.

Email

MoogLegal@moog.com

Docusign Envelope ID: 2866E1D8-6F3A-454B-8C05-A3E80B6101F5

SCHEDULE 1 – LIST OF DEFENDANTS

(1) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 1 BEING MOOG AIRCRAFT GROUP WOLVERHAMPTON, VALIANT WAY, PENDEFORD, WOLVERHAMPTON WV9 5GB, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(2) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 2 BEING MOOG CONTROLS LTD LUTON, UNITS C AND J AIRPORT EXECUTIVE PARK, PRESIDENT WAY, LUTON LU2 9NY, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(3) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 3 BEING MOOG READING LIMITED, 30 SUTTONS BUSINESS PARK, READING, BERKSHIRE RG6 1AW, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(4) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 4 BEING MOOG AIRCRAFT GROUP TEWKSBURY, ASHCHURCH, TEWKESBURY, GLOUCESTERSHIRE GL20 8NA, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(5) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 5 BEING MOOG INDUSTRIAL GROUP, ASHCHURCH PARKWAY, TEWKESBURY, GLOUCESTERSHIRE GL20 8TU, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

IN THE HIGH COURT OF JUSTICE **Claim No: PT-2025-000910**

CHANCERY DIVISION

BETWEEN:

(1) MOOG WOLVERHAMPTON LIMITED
(Company number 07008386)

(2) MOOG FERNAU LIMITED
(Company number 989895)

(3) MOOG READING LIMITED
(Company number 00586505)

(4) MOOG CONTROLS LIMITED
(Company number 01171948)

Claimants

and

(1) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 1 BEING MOOG AIRCRAFT GROUP WOLVERHAMPTON, VALIANT WAY, PENDEFORD, WOLVERHAMPTON WV9 5GB, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(2) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED YELLOW ON PLAN 2 BEING MOOG CONTROLS LTD LUTON, UNITS C AND J AIRPORT EXECUTIVE PARK, PRESIDENT WAY, LUTON LU2 9NY, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(3) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED YELLOW ON PLAN 3 BEING MOOG READING LIMITED, 30 SUTTONS BUSINESS PARK, READING, BERKSHIRE RG6 1AW, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO

OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(4) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 4 BEING MOOG AIRCRAFT GROUP TEWKSBURY, ASHCHURCH, TEWKESBURY, GLOUCESTERSHIRE GL20 8NA, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(5) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 5 BEING MOOG INDUSTRIAL GROUP, ASHCHURCH PARKWAY, TEWKESBURY, GLOUCESTERSHIRE GL20 8TU, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

Defendants

[DRAFT] ORDER

PENAL NOTICE

IF YOU THE WITHIN DEFENDANTS OR PERSONS UNKNOWN OR ANY OF YOU DISOBEY THIS ORDER OR INSTRUCT OR ENCOURAGE OTHERS TO BREACH THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED.

ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS THE DEFENDANTS OR PERSONS UNKNOWN TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED.

IMPORTANT NOTICE TO THE DEFENDANTS AND PERSONS UNKNOWN

This Order prohibits you from doing the acts set out in this Order. You should read it carefully. You are advised to consult a solicitor as soon as possible. You have the right to ask the Court to vary or discharge this Order.

BEFORE the Honourable Mr/Mrs Justice [ ] on [ ] 2025

UPON the Claimants having issued this Claim by a Claim Form dated 4 September 2025

AND UPON hearing the Claimants' having applied for an ex parte interim injunction by Application Notice dated 4 September 2025

AND UPON interim injunctive relief having been granted in part by the Honourable Mr Justice Meade on 5 September

AND UPON the Claimants seeking continuation of the interim injunctive relief granted on 5 September 2025 and further injunctive relief preventing the obstruction of or interference with access, as detailed in its application for injunctive relief of 4 September 2025 and draft Order provided therewith

AND UPON READING the Witness Statement of Elwira Kelly dated 4 September 2025 and the Second Witness Statement of Elwira Kelly dated 5 September 2025

AND UPON HEARING Timothy Morshead KC for the Claimants

AND UPON the Claimants giving and the Court accepting the undertakings set out in Schedule 1 to this Order

IT IS ORDERED THAT:

INJUNCTION

Until final disposal of the claim or further order of the court:

1. The First Defendants must not:

    (i) without the consent of the First Claimant, enter, occupy or remain on any part of the land and premises shown edged red on the first plan annexed to this Order at Schedule 2 ("Plan 1") being Moog Aircraft Group Wolverhampton, Valiant Way, Pendeford, Wolverhampton, WV9 5GB, which for the avoidance of doubt includes the perimeter gates and fencing,

including by climbing, breaking windows or external equipment, spray-painting, pouring, depositing, throwing or affixing anything, or 'locking on' to any part thereof by whatever means;

(ii) obstruct or interfere with or attempt to obstruct or interfere with access to or egress from the land and premises shown edged red on Plan 1 with or without vehicles by the First Claimant, its agents, employees, contractors, customers, suppliers or other licencees;

(iii) interfere or attempt to interfere with any of the services serving the land and premises shown edged red on Plan 1, including but not limited to water and/or sewerage pipes.

2. The Second Defendants must not:

(i) without the consent of the Second Claimant, enter, occupy or remain on any part of the land and premises shown edged yellow on the second plan annexed to this Order at Schedule 2 ("Plan 2") being Moog Controls Ltd, Units C and J Airport Executive Park, President Way, Luton, LU2 9NY, including by climbing, breaking windows or external equipment, spray-painting, pouring, depositing, throwing or affixing anything, or 'locking on' to any part thereof by whatever means;

(ii) obstruct or interfere with or attempt to obstruct or interfere with access to or egress from the land and premises shown edged yellow on Plan 2 with or without vehicles by the Second Claimant, its agents, employees, contractors, customers, suppliers, or other licencees;

(iii) interfere or attempt to interfere with any of the services serving the land and premises shown edged yellow on Plan 2, including but not limited to water and/or sewerage pipes.

3. The Third Defendants must not:

(i) without the consent of the Third Claimant, enter, occupy or remain on any part of the land and premises shown edged yellow on the third plan annexed to this Order at Schedule 2 ("Plan 3") being Moog Reading Limited, 30 Suttons Business Park, Reading, Berkshire, RG6 1AW, including by climbing, breaking windows or external equipment, spray-painting, pouring, depositing, throwing or affixing anything, or 'locking on' to any part thereof by whatever means);

(ii) obstruct or interfere with or attempt to obstruct or interfere with access to or egress from the land and premises shown edged yellow on Plan 3 with or without vehicles by the Third Claimant, its agents, employees, contractors, customers, suppliers, or other licencees;

(iii) interfere or attempt to interfere with any of the services serving the land and premises shown edged yellow on Plan 3, including but not limited to water and/or sewerage pipes.

4. The Fourth Defendants must not:

(i) without the consent of the Fourth Claimant, enter, occupy or remain on any part of the land and premises shown edged red on the fourth plan annexed to this Order at Schedule 2 ("Plan 4") being Moog Aircraft Group Tewkesbury, Ashchurch, Tewkesbury, Gloucestershire, GL20 8NA, which for the avoidance of doubt includes the perimeter gates and fencing, including by climbing, breaking windows or external equipment, spray-painting, pouring, depositing, throwing or affixing anything, or 'locking on' to any part thereof by whatever means;

(ii) obstruct or interfere with or attempt to obstruct or interfere with access to or egress from the land and premises shown edged red on Plan 4 with or without vehicles by the Fourth Claimant, its agents, employees, contractors, customers, suppliers, or other licencees;

(iii) interfere or attempt to interfere with any of the services serving the land and premises shown edged red on Plan 4, including but not limited to water and/or sewerage pipes.

5. The Fifth Defendants must not:

(i) without the consent of the Fourth Claimant, enter, occupy or remain on any part of the land and premises shown edged red on the fifth plan annexed to this Order at Schedule 2 ("Plan 5") being Moog Industrial Group, Ashchurch Parkway, Tewkesbury, Gloucestershire, GL20 8TU, including by climbing, breaking windows or external equipment, spray-painting, pouring, depositing, throwing or affixing anything, or 'locking on' to any part thereof by whatever means;

(ii) obstruct or interfere with or attempt to obstruct or interfere with access to or egress from the land and premises shown edged red on Plan 5 with or without vehicles by the Fourth Claimant, its agents, employees, contractors, customers, suppliers, or other licencees;

(iii) interfere or attempt to interfere with any of the services serving the land and premises shown edged red on Plan 5, including but not limited to water and/or sewerage pipes

6. In respect of paragraphs 1 to 5, the Defendants must not (a) do it himself/herself/themselves in any other way or (b) do it by means of another person acting on his/her/their behalf, or acting on his/her/their instructions.

SERVICE AND NOTIFICATION

7. Service of this Order is dispensed with, pursuant to CPR 6.28 and 81.4(2)(c).

8. This Order shall be notified to the Defendants by the Claimants carrying out each of the following steps:

(i) Uploading a copy of the Order on to the following website: www.moog.co.uk/injunction.

(ii) Affixing a copy of the Order in A4 size in a clear plastic envelope at prominent locations at each of the Sites shown edged red on Plans 1, 4 and 5 and edged yellow on Plans 2 and 3.

(iii) Affixing warning notices of A3 or A2 size at those locations at each of the Sites shown edged red on Plans 1, 4 and 5, and edged yellow on Plans 2 and 3, substantially in the form of the notice at Schedule 3. Any such notices which may initially be affixed in A3 size (which will, for the avoidance of doubt, be effective notification for the purposes of paragraph 14 below) shall be replaced with notices in A2 size as soon as reasonably practicable.

9. Notification to the Defendants of any further applications shall be effected by the Claimants carrying out each of the following steps:

(i) Uploading a copy of the application on to the following website: www.moog.co.uk/injunction

(ii) Affixing a notice at a prominent location at the relevant Site/s shown edged red on Plans 1, 4 and 5 and edged yellow on Plans 2 and 3 stating that the application has been made and where it can be accessed in hard copy and online.

10. Notification of any further documents to the Defendants may be effected by carrying out the steps set out in paragraphs 8(i) and 8(ii) only.

11. In respect of paragraphs 8 and 9 above, effective notification will be deemed to have taken place on the date for each of the Defendants on which all the relevant steps have been carried out.

12. For the avoidance of doubt, in respect of the steps referred to at paragraphs 8(ii), 8(iii), and 9(ii), effective notification will be deemed to have taken place when the documents have all been first affixed regardless of whether they are subsequently removed.

VARIATION

13. Anyone served with or notified of this Order may apply to the Court at any time to vary or discharge this Order or so much of it as affects that person but they must first give the Claimants 72 hours' notice of such application. If any evidence is to be relied upon in support of the application the substance of it must be communicated in writing to the Claimants at least 48 hours in advance of any hearing.

14. Any person applying to vary or discharge this Order must provide their full name, address and address for service.

15. The Claimants have liberty to apply to vary this Order.

COSTS

16. Costs reserved.

COMMUNICATIONS WITH THE CLAIMANTS

17. The Claimants' contact details are:

(1) Moog Aircraft Group Wolverhampton, Valiant Way, Wolverhampton, West Midlands WV9 5GB.

(2) mooglegal@moog.com.

Dated:

SCHEDULE 1 – UNDERTAKINGS

1. The Claimants will comply with any order for compensation which the Court might make in the event that the Court later finds that the injunction in paragraphs 1 to 6 of this Order has caused loss to a future Defendant and the Court finds that the future Defendant ought to be compensated for that loss.

SCHEDULE 2 – PLANS

Plan 1



Case Reference: 1H5451.000327 updated plan

M O O G
Valiant Way
Wolverhampton
WV9 5GB

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Ordnance Survey
Licensed Data

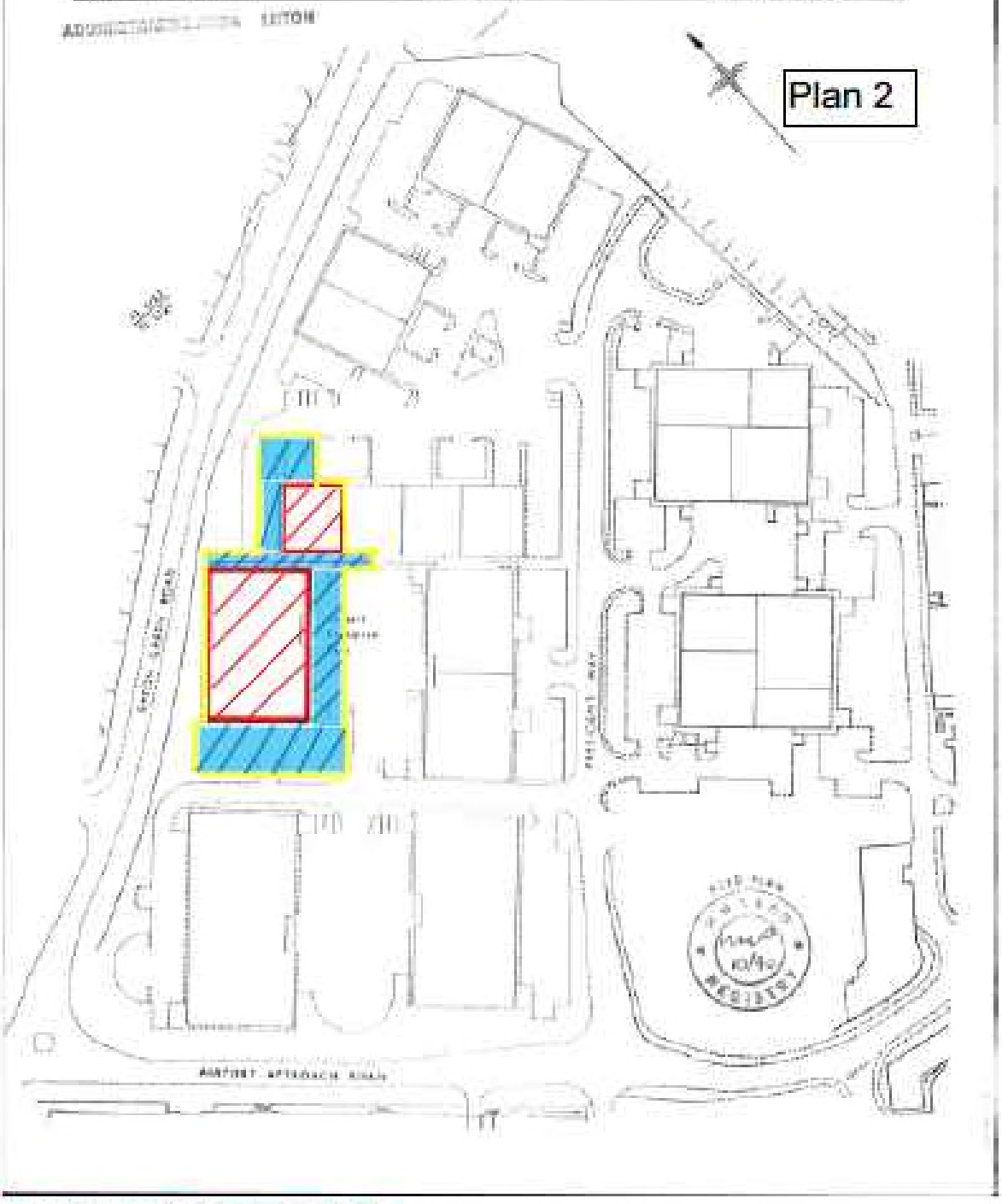
H.M. LAND REGISTRY

TITLE NUMBER

BD154447

ORDNANCE SURVEY PLAN REFERENCE	TL 1121	SECTION C	Scale 1/1250

Plan 2



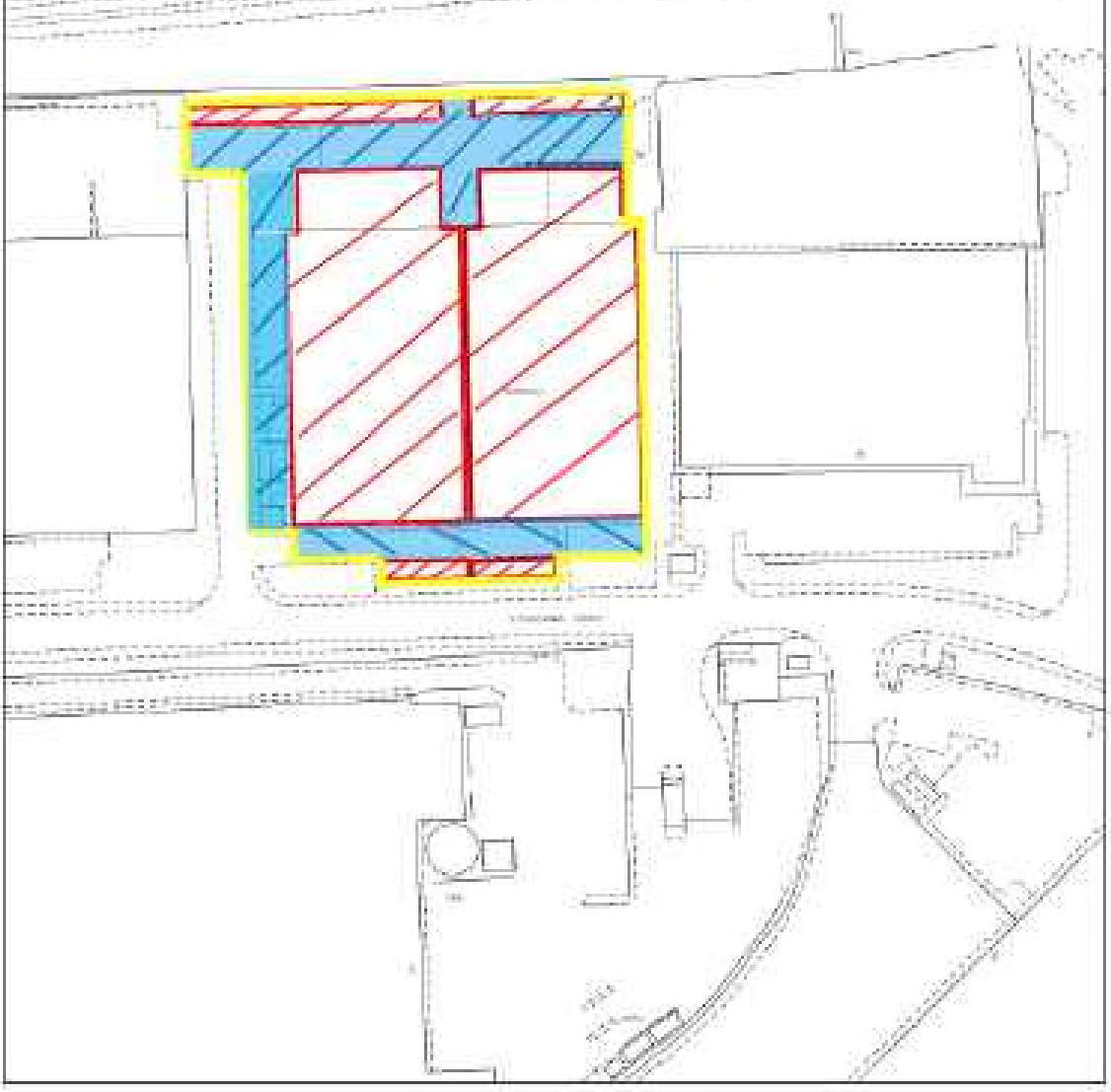
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HM Land Registry
Official copy of
title plan

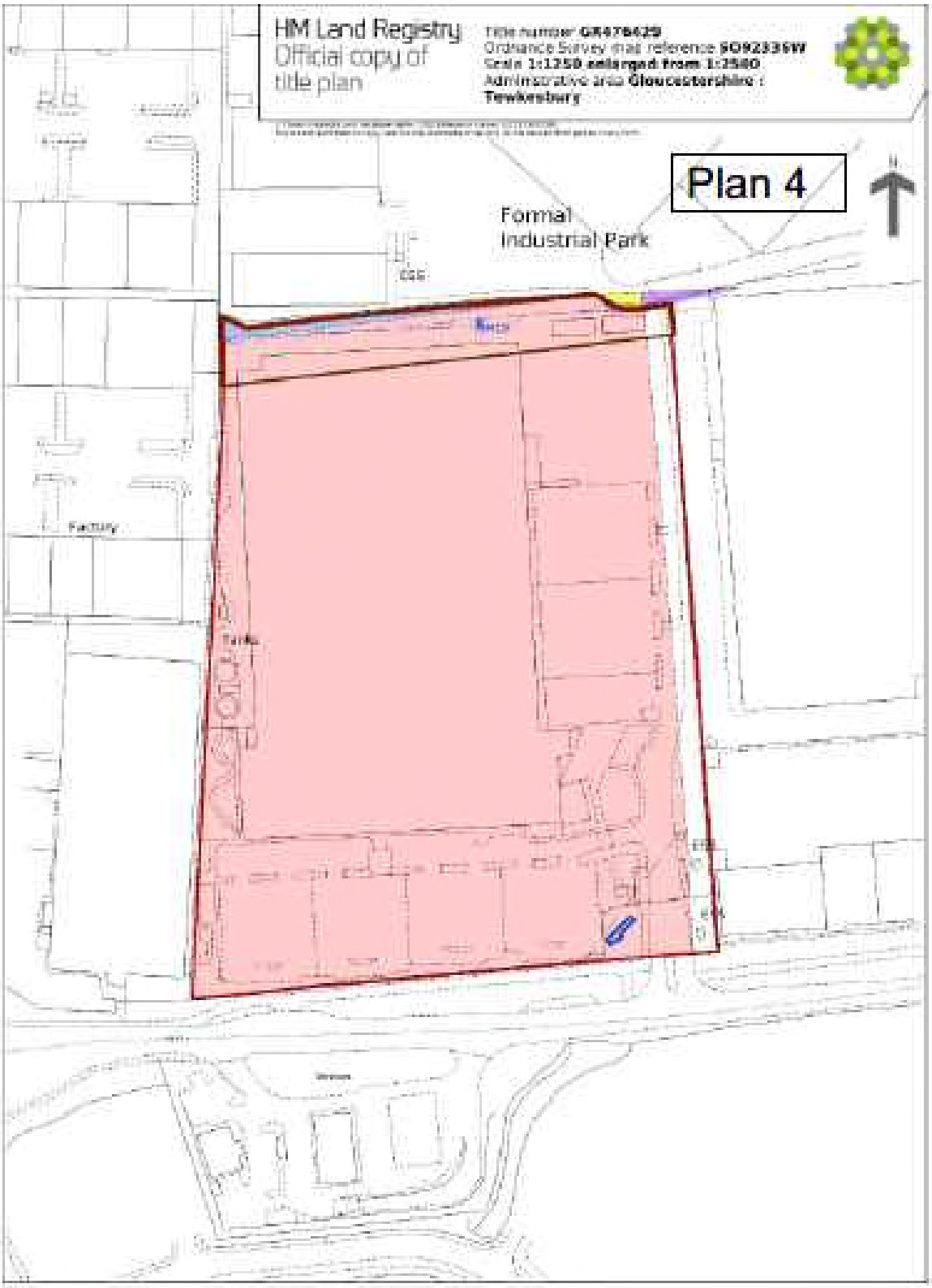
Title number **BK501808**
Ordnance Survey map reference **SU7473NW**
Scale **1:1250**
Administrative area **Wokingham**

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Plan 3

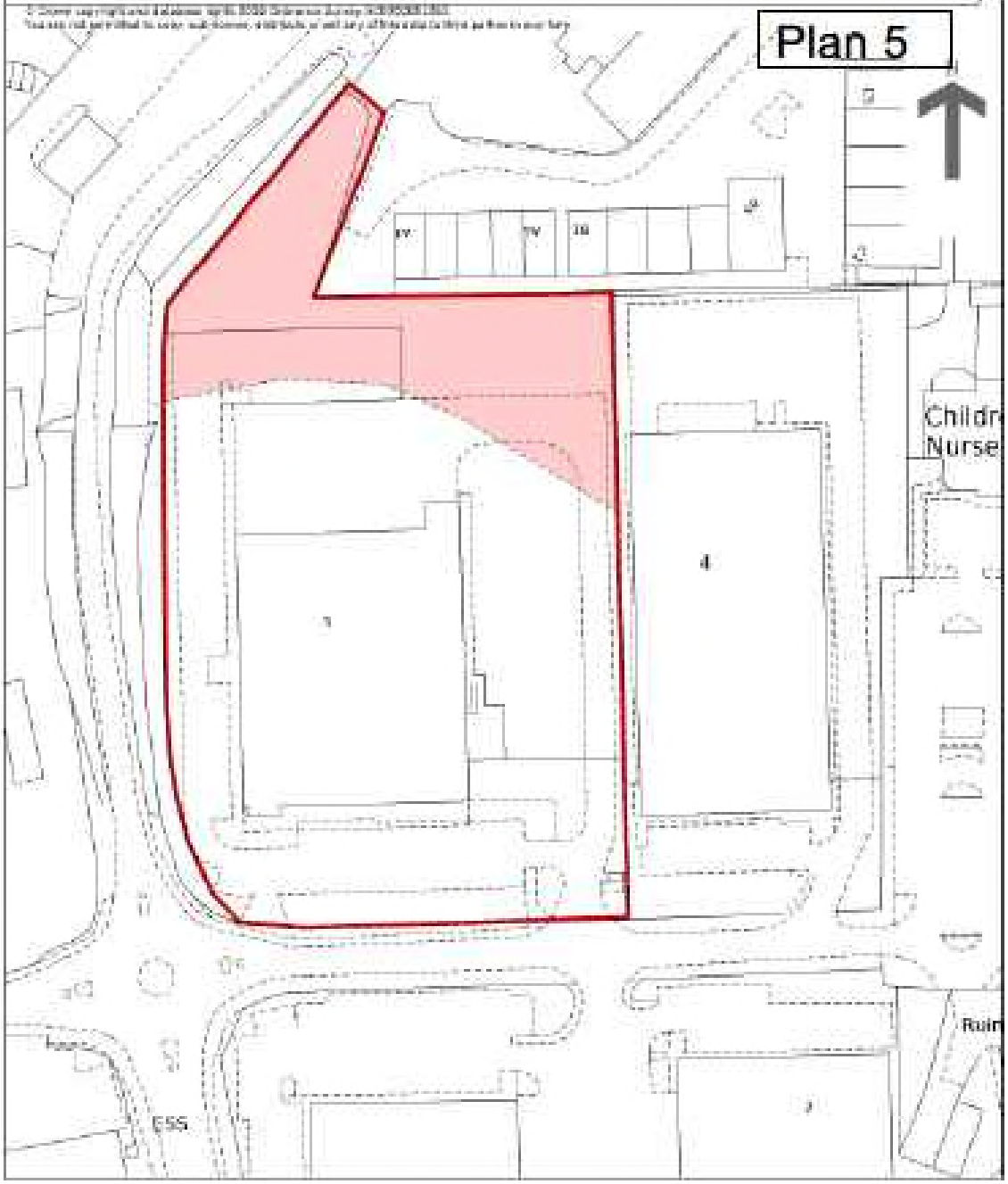


This official copy is incomplete without the preceding notes page.


HM Land Registry
Official copy of
title plan
Title number GR478629
Ordnance Survey map reference SO9233SW
Scale 1:1250 enlarged from 1:2500
Administrative area Gloucestershire :
Tewkesbury
Plan 4
Formal
Industrial Park
Factory

HM Land Registry
Official copy of
title plan

Title number **GR395822**
Ordnance Survey map reference **SO92335W**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Gloucestershire :**
Tewkesbury



This official copy is incomplete without the preceding notes page.

SCHEDULE 3– WARNING NOTICE

WARNING NOTICE OF COURT INJUNCTION

A HIGH COURT INJUNCTION granted by the High Court in Claim No PT-2025-000910 on exists relating to the land and premises known as Moog Aircraft Group Wolverhampton, Valiant Way, Pendeford, Wolverhampton, WV9 5GB.

The injunction means you may not:

1. **FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 1, INCLUDING THE PERIMETER GATES AND FENCING, BEING MOOG AIRCRAFT GROUP WOLVERHAMPTON, VALIANT WAY, WOLVERHAMPTON, WV9 5GB**
2. **OBSTRUCT OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT OR INTERFERE WITH ACCESS TO OR EGRESS FROM THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 1**
3. **INTERFERE OR ATTEMPT TO INTERFERE WITH ANY OF THE SERVICES SERVING THE LAND AND PREMISES SHOWN EGDED RED ON PLAN 1**

ANYONE BREACHING THE TERMS OF THIS COURT ORDER OR ASSISTING ANY OTHER PERSON IN BREACHING THE TERMS OF THIS ORDER MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE SENT TO PRISON, FINED OR HAVE THEIR ASSETS SEIZED

A copy of the Order and the legal proceedings to which it relates can be viewed at www.moog.co.uk/injunction or obtained by e-mailing mooglegal@moog.com

Plan 1



Case Reference: 1H5451.000327 updated plan

M O O G
Valiant Way
Wolverhampton
WV9 5GB

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Ordnance Survey
Licensed Data

WARNING NOTICE OF COURT INJUNCTION

A HIGH COURT INJUNCTION granted by the High Court in Claim No PT-2025-000910 on exists relating to the land and premises known as Moog Controls Ltd, Units C and J Airport Executive Park, President Way, Luton, LU2 9NY

The injunction means you may not:

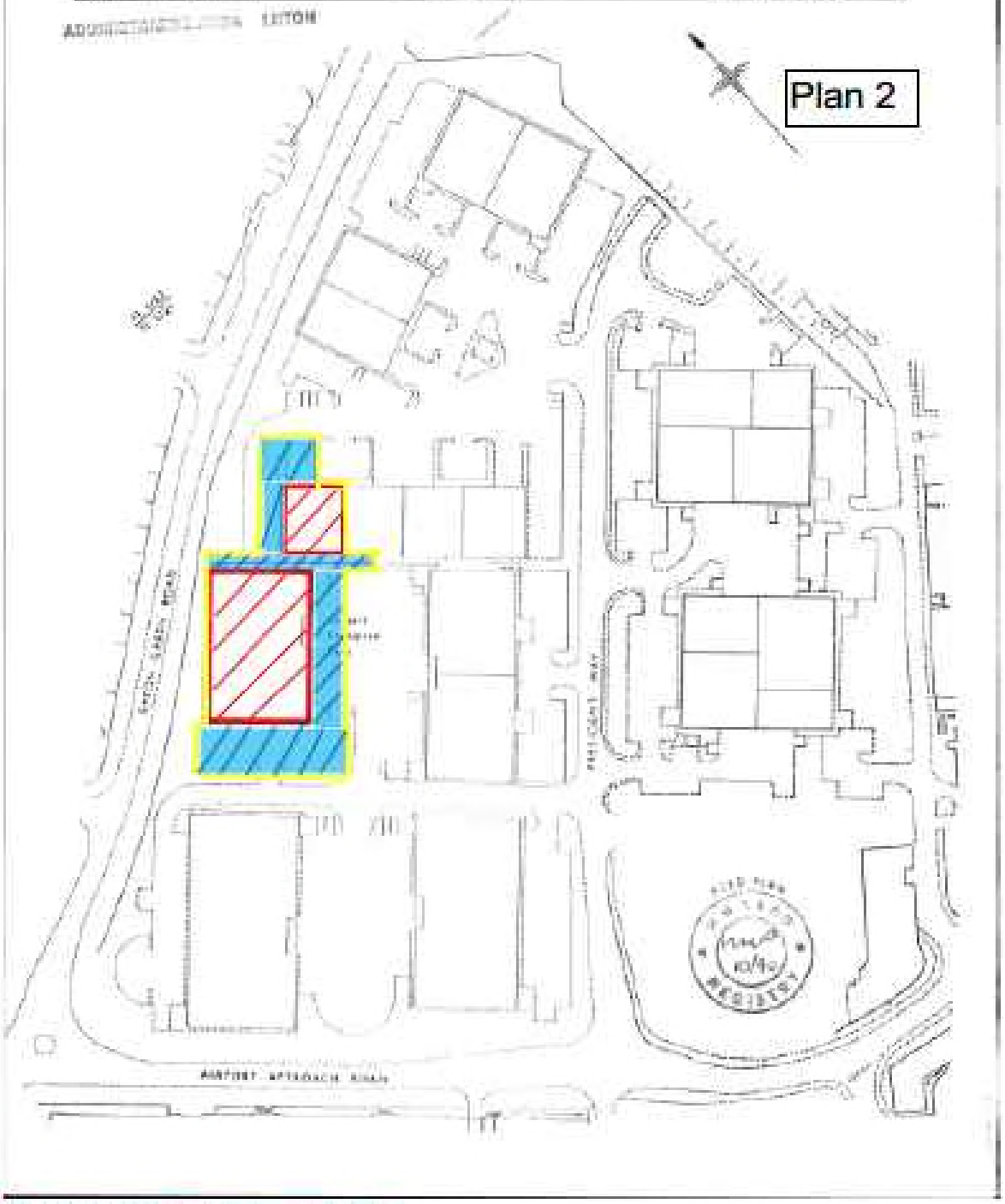
1. **FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON THE LAND AND PREMISES SHOWN EDGED YELLOW ON PLAN 2 BEING MOOG CONTROLS LTD, UNITS C AND J AIRPORT EXECUTIVE PARK, PRESIDENT WAY, LUTON, LU2 9NY**
2. **OBSTRUCT OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT OR INTERFERE WITH ACCESS TO OR EGRESS FROM THE LAND AND PREMISES SHOWN EDGED YELLOW ON PLAN 2**
3. **INTERFERE OR ATTEMPT TO INTERFERE WITH ANY OF THE SERVICES SERVING THE LAND AND PREMISES SHOWN EGDED YELLOW ON PLAN 2**

ANYONE BREACHING THE TERMS OF THIS COURT ORDER OR ASSISTING ANY OTHER PERSON IN BREACHING THE TERMS OF THIS ORDER MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE SENT TO PRISON, FINED OR HAVE THEIR ASSETS SEIZED

A copy of the Order and the legal proceedings to which it relates can be viewed at www.moog.co.uk/injunction or obtained by e-mailing mooglegal@moog.com

H.M. LAND REGISTRY		TITLE NUMBER BD154447	
ORDNANCE SURVEY PLAN REFERENCE	TL 1121	SECTION C	Scale 1/1250
[illegible]	[illegible]		© Crown copyright

Plan 2



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WARNING NOTICE OF COURT INJUNCTION

A HIGH COURT INJUNCTION granted by the High Court in Claim No PT-2025-000910 on exists relating to the land and premises known as Moog Reading Limited, 30 Suttons Business Park, Reading, Berkshire, RG6 1AW

The injunction means you may not:

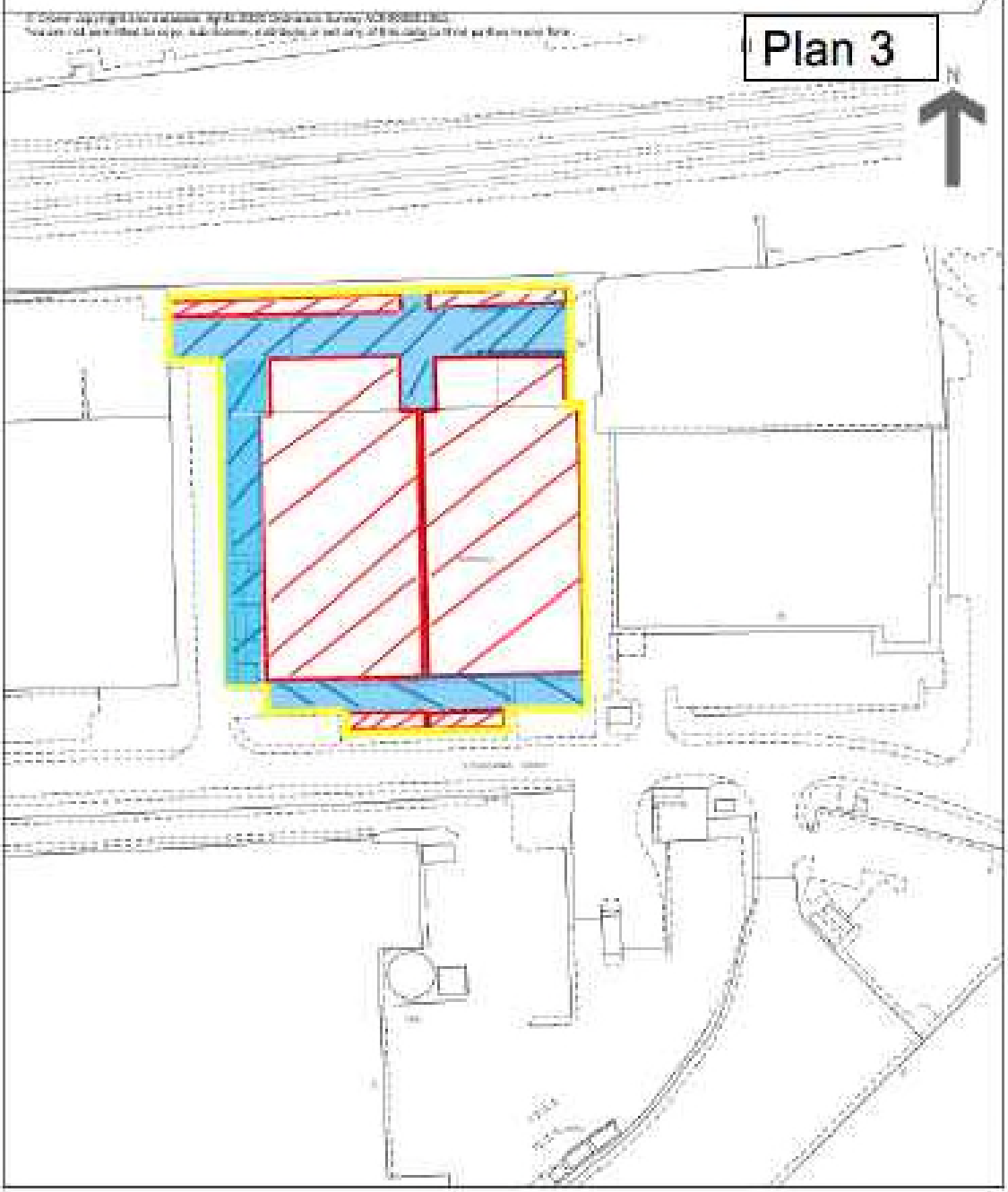
1. **FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON THE LAND AND PREMISES SHOWN EDGED YELLOW ON PLAN 3 BEING MOOG READING LIMITED, 30 SUTTONS BUSINESS PARK, READING, BERKSHIRE, RG6 1AW**
2. **OBSTRUCT OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT OR INTERFERE WITH ACCESS TO OR EGRESS FROM THE LAND AND PREMISES SHOWN EDGED YELLOW ON PLAN 3**
3. **INTERFERE OR ATTEMPT TO INTERFERE WITH ANY OF THE SERVICES SERVING THE LAND AND PREMISES SHOWN EGDED YELLOW ON PLAN 3**

ANYONE BREACHING THE TERMS OF THIS COURT ORDER OR ASSISTING ANY OTHER PERSON IN BREACHING THE TERMS OF THIS ORDER MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE SENT TO PRISON, FINED OR HAVE THEIR ASSETS SEIZED

A copy of the Order and the legal proceedings to which it relates can be viewed at www.moog.co.uk/injunction or obtained by e-mailing mooglegal@moog.com

HM Land Registry
Official copy of
title plan

Title number **BK501808**
Ordnance Survey map reference **SU7473NW**
Scale **1:1250**
Administrative area **Wokingham**



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WARNING NOTICE OF COURT INJUNCTION

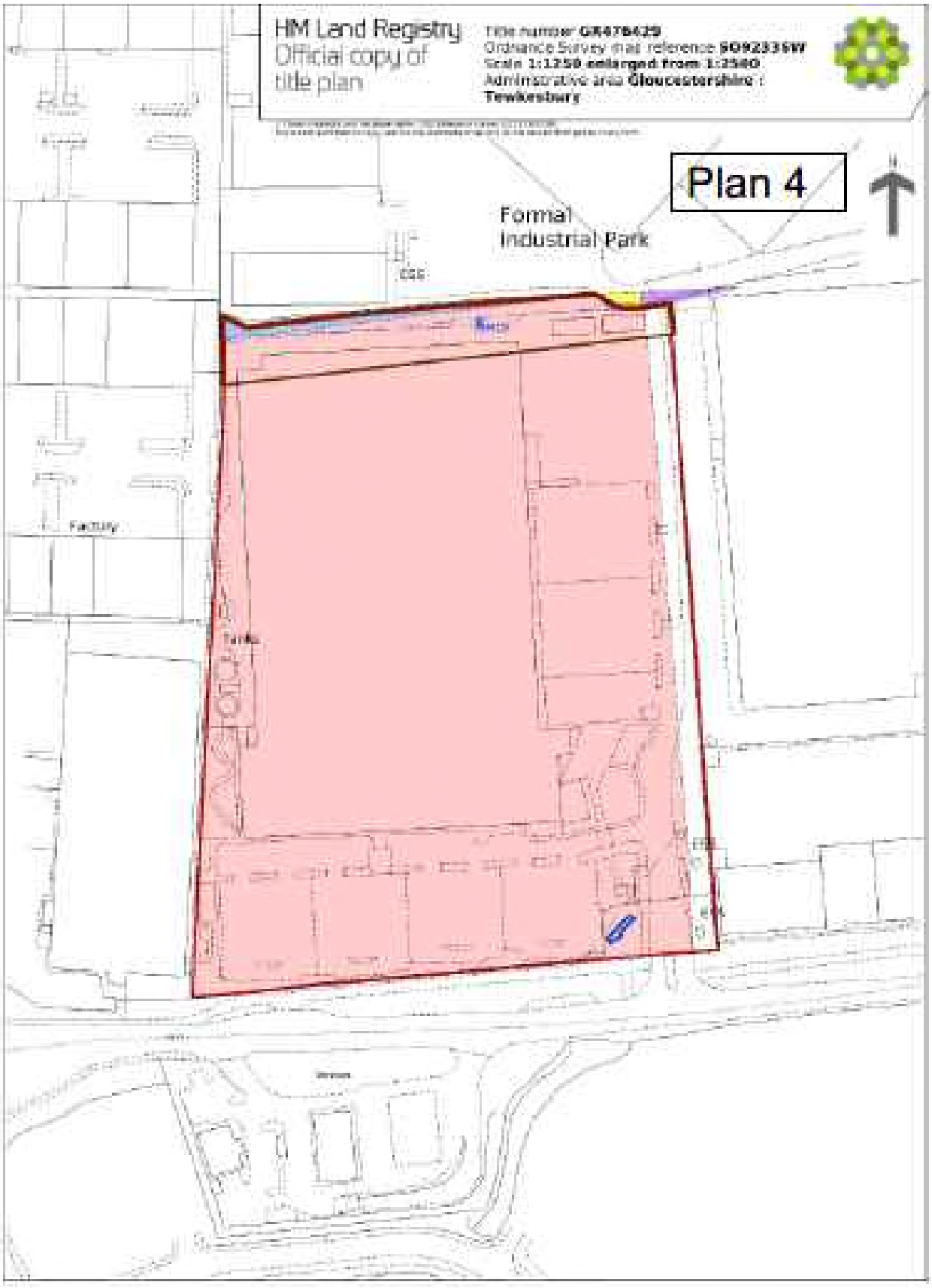
A HIGH COURT INJUNCTION granted by the High Court in Claim No PT-2025-000910 on exists relating to the land and premises known as Moog Aircraft Group Tewkesbury, Ashchurch, Tewkesbury, Gloucestershire, GL20 8NA.

The injunction means you may not:

1. **FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 4, INCLUDING THE PERIMETER GATES AND FENCING, BEING MOOG AIRCRAFT GROUP TEWKESBURY, ASHCHURCH, TEWKESBURY, GLOUCESTERSHIRE, GL20 8NA**
2. **OBSTRUCT OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT OR INTERFERE WITH ACCESS TO OR EGRESS FROM THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 4**
3. **INTERFERE OR ATTEMPT TO INTERFERE WITH ANY OF THE SERVICES SERVING THE LAND AND PREMISES SHOWN EGDED RED ON PLAN 4**

ANYONE BREACHING THE TERMS OF THIS COURT ORDER OR ASSISTING ANY OTHER PERSON IN BREACHING THE TERMS OF THIS ORDER MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE SENT TO PRISON, FINED OR HAVE THEIR ASSETS SEIZED

A copy of the Order and the legal proceedings to which it relates can be viewed at www.moog.co.uk/injunction or obtained by e-mailing mooglegal@moog.com.


HM Land Registry
Official copy of
title plan
Title number GR478429
Ordnance Survey map reference SO9233SW
Scale 1:1250 enlarged from 1:2500
Administrative area Gloucestershire :
Tewkesbury
Plan 4
Formal
Industrial Park
Factory

WARNING NOTICE OF COURT INJUNCTION

A HIGH COURT INJUNCTION granted by the High Court in Claim No PT-2025-000910 on exists relating to the land and premises known as Moog Industrial Group, Ashchurch Parkway, Tewkesbury, Gloucestershire, GL20 8TU

The injunction means you may not:

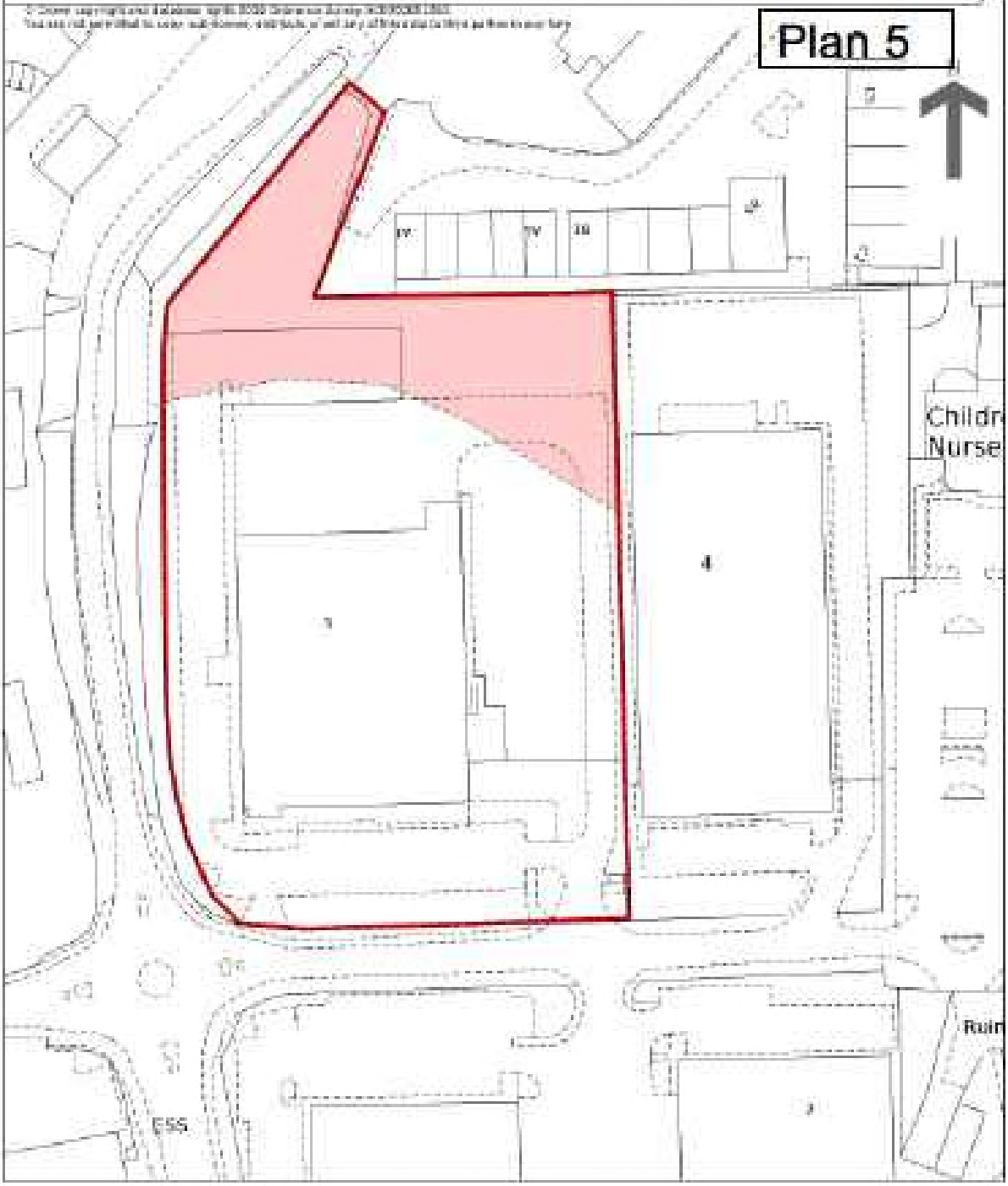
1. **FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 5 BEING MOOG INDUSTRIAL GROUP, ASHCHURCH PARKWAY, TEWKESBURY, GLOUCESTERSHIRE, GL20 8TU**
2. **OBSTRUCT OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT OR INTERFERE WITH ACCESS TO OR EGRESS FROM THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 5**
3. **INTERFERE OR ATTEMPT TO INTERFERE WITH ANY OF THE SERVICES SERVING THE LAND AND PREMISES SHOWN EGDED RED ON PLAN 5**

ANYONE BREACHING THE TERMS OF THIS COURT ORDER OR ASSISTING ANY OTHER PERSON IN BREACHING THE TERMS OF THIS ORDER MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE SENT TO PRISON, FINED OR HAVE THEIR ASSETS SEIZED

A copy of the Order and the legal proceedings to which it relates can be viewed at www.moog.co.uk/injunction or obtained by e-mailing mooglegal@moog.com:

HM Land Registry
Official copy of title plan

Title number **GR395822**
Ordnance Survey map reference **SO92335W**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Gloucestershire : Tewkesbury**



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N244

Application notice

For help in completing this form please read the notes for guidance form N244 Notes.

Find out how HM Courts and Tribunals Service uses personal information you give them when you fill in a form: https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information- charter

Name of court High Court of Justice Chancery Division	**Claim no.** PT-2025-000910
Fee account no. (if applicable)	**Help with Fees - Ref. no.** (if applicable)
	H W F - -
Warrant no. (if applicable)	
Claimant's name (including ref.) MOOG WOLVERHAMPTON LIMITED MOOG FERNAU LIMITED MOOG READING LIMITED MOOG CONTROLS LIMITED	
Defendant's name (including ref.) See Schedule 1	
Interested parties:	
Date	1 October 2025

1. What is your name or, if you are a legal representative, the name of your firm?

(1) Moog Wolverhampton Limited, (2) Moog Fernau Limited, (3) Moog Reading Limited, (4) Moog Controls Limited

2. Are you a ☒Claimant ☐Defendant ☐Legal Representative

☐Other (please specify)

If you are a legal representative whom do you represent?

3. What order are you asking the court to make and why?

The Claimants seek permission to rely on the Third Witness Statement of Elwira Kelly ("**EK3**") in support of the Claimants' application dated 15 September 2025 to continue the injunction granted by Meade J on 5 September 2025 and for additional injunctive relief as set out in the Claimants' Application Notice of 4 September 2025.

The Claimants' also seek provision in the draft order appended to its application of 15 September 2025 for the grant of permission to adduce supplemental witness evidence (EK3).

The application is to be heard at a return date of 6 October 2025 and as such we would ask for this application to be considered on that occasion.

☒Yes ☐No

5. How do you want to have this application dealt with? ☒at a hearing ☐without a hearing

☐at a remote hearing

6. How long do you think the hearing will last? Is this time estimate agreed by all parties? 0 Hours 10 Minutes

☐Yes ☒No

7. Give details of any fixed trial date or period: Return date of 6 October 2025

8. What level of Judge does your hearing need? Judge

9. Who should be served with this application? Defendants

9a. Please give the service address, (other than details of the claimant or defendant) of any party named in question 9.

The Claimants will serve / notify the Defendants pursuant to the service / notification provisions in the order of Meade J dated 5 September 2025.

Click here to enter text. Click here to enter text.

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10. What information will you be relying on, in support of your application?

☒the attached witness statement

☐the statement of case

☐the evidence set out in the box below

If necessary, please continue on a separate sheet.

The application of 15 September 2025 which this would support is already listed for hearing on 6 October 2025 and so this application can usefully be considered at that hearing. We believe that this application can comfortably be accommodated within the time allowed for that hearing and hence the 10 minutes estimate in box 6 above has been suggested as a maximum on that basis.

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11. Do you believe you, or a witness who will give evidence on your behalf, are vulnerable in any way which the court needs to consider?

☐ Yes. Please explain in what way you or the witness are vulnerable and what steps, support or adjustments you wish the court and the judge to consider.

☒ No

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Statement of Truth

I understand that proceedings for contempt of court may be brought against a person who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

☐ **I believe** that the facts stated in section 10 (and any continuation sheets) are true.

☒ **The applicant believes** that the facts stated in section 10 (and any continuation sheets) are true. **I am authorised** by the applicant to sign this statement.

Signature

Signed by:
Elwira Kelly
92C7F87347624E7...

☒ Applicant

☐ Litigation friend (where applicant is a child or a Protected Party)

☐ Applicant's legal representative (as defined by CPR 2.3(1))

Date

Day	Month	Year
01	10	2025

Full name

Elwira Kelly

Name of applicant's legal representative's firm

If signing on behalf of firm or company give position or office held

Senior Vice President, General Counsel and Corporate Secretary

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Applicant's address to which documents should be sent.

Building and street

Moog Wolverhampton Limited

Second line of address

Valiant Way

Town or city

Wolverhampton, West Midlands

County (optional)

United Kingdom

Postcode

W V 9 5 G B

If applicable

Phone number

Fax phone number

DX number

Your Ref.

Email

MoogLegal@moog.com

Docusign Envelope ID: A240AF6C-0EDA-4E2C-AC42-640D889C353D

SCHEDULE 1 – LIST OF DEFENDANTS

(1) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 1 BEING MOOG AIRCRAFT GROUP WOLVERHAMPTON, VALIANT WAY, PENDEFORD, WOLVERHAMPTON WV9 5GB, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(2) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 2 BEING MOOG CONTROLS LTD LUTON, UNITS C AND J AIRPORT EXECUTIVE PARK, PRESIDENT WAY, LUTON LU2 9NY, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(3) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 3 BEING MOOG READING LIMITED, 30 SUTTONS BUSINESS PARK, READING, BERKSHIRE RG6 1AW, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(4) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 4 BEING MOOG AIRCRAFT GROUP TEWKSBURY, ASHCHURCH, TEWKESBURY, GLOUCESTERSHIRE GL20 8NA, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(5) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 5 BEING MOOG INDUSTRIAL GROUP, ASHCHURCH PARKWAY, TEWKESBURY, GLOUCESTERSHIRE GL20 8TU, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

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Elwira Kelly
Claimant
First Statement
4 September 2025
Exhibit "EK1"

IN THE HIGH COURT OF JUSTICE **CLAIM NO.**

CHANCERY DIVISION

BETWEEN

(1) MOOG WOLVERHAMPTON LIMITED

(2) MOOG FERNAU LIMITED

(3) MOOG READING LIMITED

(4) MOOG CONTROLS LIMITED

Claimants

- and -

(1) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 1 BEING MOOG AIRCRAFT GROUP WOLVERHAMPTON, VALIANT WAY, PENDEFORD, WOLVERHAMPTON WV9 5GB, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(2) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED YELLOW ON PLAN 2 BEING MOOG CONTROLS LTD LUTON, UNITS C AND J AIRPORT EXECUTIVE PARK, PRESIDENT WAY, LUTON LU2 9NY, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(3) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED YELLOW ON PLAN 3 BEING MOOG READING LIMITED, 30 SUTTONS BUSINESS PARK, READING, BERKSHIRE RG6 1AW, OR WHO OBSTRUCT AND/OR INTERFERE

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WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(4) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 4 BEING MOOG AIRCRAFT GROUP TEWKSBURY, ASHCHURCH, TEWKESBURY, GLOUCESTERSHIRE GL20 8NA, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(5) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 5 BEING MOOG INDUSTRIAL GROUP, ASHCHURCH PARKWAY, TEWKESBURY, GLOUCESTERSHIRE GL20 8TU, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

Defendants

WITNESS STATEMENT OF ELWIRA KELLY

INTRODUCTION

1. I am Elwira Kelly of 400 Jamison Road, Elma, New York 14059 USA . I am, and have been since 2024, Senior Vice President, General Counsel, and Corporate Secretary at Moog, Inc ("**Moog**"). My role involves overseeing all legal matters within the Moog organisation and providing legal and strategic advice to the Moog board. That includes managing legal disputes and co-ordinating litigation, including the present matter, which I have been responsible for handling within Moog at a corporate level.

2. I make this witness statement in connection with the Claimants' application for an order for an injunction to restrain protestors from entering, occupying, or remaining on any part of the Moog group's UK sites, which are listed below (the **"Sites"**), and attempting to interfere with the services on the Sites. Plans of the Sites over which Moog seeks this injunction are at pp. 2 – 6.

3. I am authorised by the Claimants to make and give this statement on their behalf.

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4. The facts in this witness statement are true to the best of my knowledge, information and belief. Where such matters are not within my own personal knowledge, I have stated the source of such matters information and belief.

5. For the purposes of preparing this witness statement, I have been provided with information from employees of Moog and its subsidiaries in the UK who have first-hand knowledge of Sites, including ownership, current operations, security set up, health and safety and the recent events of unauthorised personnel unlawfully accessing one of the Sites for the purpose of protest. In the interests of their personal security, given the nature of the Defendants in these proceedings, and the potential risk to these individuals' safety should they be identified, I have deliberately not included identifying factors (including names or job titles, as most, if not all, of these jobs titles are held by one person at each of the Sites and so the individuals holding that role could be easily identified with an online search) for these employees in this statement.

6. On the advice of Staffordshire Police (the **"Police"**), I have also not named the solicitors with conduct of this matter on behalf of Moog. I understand that firms and individuals involved in similar claims for other companies have been the target of physical and personal attacks as a result of their work on the relevant claims.

7. I have also, given the nature of the security threat against Moog, deliberately provided sufficient information to describe the physical layout of the Sites and explain the nature of Moog's operations at the Sites but not, as the Court will appreciate, reveal certain details that might be used by the Defendants to facilitate or encourage further unlawful protest action targeted at the Sites or more generally against Moog and its interests. I can, however, provide further information as the Court may require should that be necessary in order to grant the relief that Moog seeks.

8. There is exhibited to this witness statement a bundle of true copy documents marked "EK1." References to page numbers in this witness statement are to page numbers found in the bottom right hand corner of exhibit EK1.

THE CLAIMANTS

9. The Claimants are subsidiaries of Moog. They are as follows:

   (a) Moog Wolverhampton Limited (company number 07008386) whose registered address is at Valiant Way, Wolverhampton, West Midlands, WV9 5GB ("**Moog Wolverhampton**");

   (b) Moog Controls Limited (company number 01171948) whose registered address is at Ashchurch, Tewkesbury, Gloucestershire, GL20 8NA ("**Moog Controls**");

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(c) Moog Reading Limited (company number 00586505) whose registered address is at 30 Suttons Park Avenue, Suttons Business Park, Reading, Berkshire, RG6 1AW ("**Moog Reading**"); and

(d) Moog Fernau Limited (company number 00989895) whose registered address is at Moog Controls Ltd, Ashchurch, Tewkesbury, GL20 8NA ("**Moog Fernau**").

10. The Claimants are part of the Moog corporate structure, sharing Moog as their ultimate parent company. Moog is a US-based designer and manufacturer of electric, hydraulic and electric, and hydraulic and electro-hydrostatic controls and systems for applications in aerospace, defence, industrial and medical devices. The company is headquartered in New York State but operates globally through various subsidiary companies with sales, engineering, and manufacturing facilities in 26 different countries, including the Sites in the UK.

11. Moog's products are utilised within a range of industries and sectors which include: commercial aircraft, construction, defence, energy, entertainment, industrial machinery, marine, medical OEM, military aircraft, motorsport, oil & gas and space. Amongst its various end users, Moog produces defence products for ultimate use by the UK Ministry of Defence ("**MoD"**).

12. The Claimants seek a without notice injunction to restrain acts of nuisance and trespass at the Sites following violent protest activity at the Wolverhampton Site on 26 August 2025 (the **"Incident"**). I describe the Incident, and the damage and disruption caused by the Incident, in further detail below.

13. For ease, I collectively refer to Moog and its group companies, including the Claimants, in this statement simply as "Moog".

THE SITES

14. The Sites in relation to which the Claimants seek injunctive relief are:

(a) Valiant Way, Wolverhampton WV9 5GB, registered at HM Land Registry with title numbers SF498970, SF606388, SF470338, and SF694209 (the **"Wolverhampton Site"**);

(b) Ashchurch, Tewkesbury, Gloucestershire, GL20 8NA, registered at HM Land Registry with title number GR476429 (the **"Tewkesbury (Commercial Aircraft) Site"**);

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(c) Unit 5 Ashchurch Parkway, Tewkesbury, Gloucestershire, GL20 8TU registered at HM Land Registry with title number GR395822 (the **"Tewkesbury (Industrial) Site"**);

(d) Units 29 and 30 Suttons Business Park, Reading, Berkshire RG6 1AQ, registered at HM Land Registry with title numbers BK501720 and BK501808 (the **"Reading Site"**); and

(e) Units C and J Airport Executive Park, President Way, Luton LU2 9NY, registered at HM Land Registry with title numbers BD154446 and BD154447 (the **"Luton Site"**).

15. Below are further details regarding each of the Sites, the Claimants' ownership of the Sites, and the extent of the Claimants' demise.

The Wolverhampton Site

16. Moog Wolverhampton holds the freehold titles to the Wolverhampton Site and the land surrounding the Wolverhampton Site. Copies of the Land Registry titles and title plans of the land owned by Moog are at pp. 7 – 25. The plan showing the redline boundary of the Wolverhampton Site, over which Moog seeks this injunction, is at p. 2. I have been provided with further information about the Wolverhampton Site by persons with the appropriate roles who are employed by Moog at the Wolverhampton Site.

17. The Wolverhampton Site comprises a large industrial building with a Gross External Area of 220,000 sq ft and a Net Internal Area of 170,000 sq ft useable space.

18. The Wolverhampton Site is used for the manufacture of primary and secondary flight control actuators for military and commercial end use. Services provided from the Wolverhampton Site also include aftermarket service support including repair, overhaul and sales of parts of products manufactured. There is a total of 516 employees (including contractors) at the Wolverhampton Site, with various shift patterns, although people are present on site to varying degrees 24-hours per day.

19. The Wolverhampton Site is a fenced property with 'Euroguard Regular' mesh fencing around the perimeter.

20. The boundaries to the Wolverhampton Site are (in general terms) formed by Valiant Way to the North, Innovation Drive to the West, the Staffordshire and Worcestershire Canal to the East and Wobaston Road to the South. There are three separate entrances to the Wolverhampton Site, all of which are gated: the main entrance, a separate employee-only vehicle entrance (the "**Employee Entrance**") and a logistics entrance (the **"Logistics**

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Entrance"). There are also gated partitions between the main car park, accessible from the main entrance, and the side car park accessed from the Employee Entrance.

21. A "Paxton" swipe card control access is in place for all external doors leading into the building.

22. The airspace of the Wolverhampton Site, extending to 5 metres above the roof, is leased by Moog Wolverhampton to Centrica Business Solutions (Generation) Limited ("**Centrica**") for the installation of solar panels pursuant to a lease dated 1 May 2024 and made between (1) Moog Wolverhampton Limited and (2) Centrica Business Solutions (Generation) Limited for a term of 27 years (the "**Centrica Lease**") (pp. 26 – 28). Centrica has a right under the Centrica Lease to enter the Wolverhampton Site, with or without vehicles, plant, machinery and equipment, but specifically for the purposes of exercising its rights under the Centrica Lease, including the right to install and maintain the solar panels (the **"Solar Panels"**), lay cables and so on. Photographs of the Solar Panels (prior to the events described below) are at pp. 29 – 32.

23. Health and safety on the Wolverhampton Site, as at all Sites, is paramount. Due to the nature of the heavy machinery manufactured at the Wolverhampton Site, Moog operates a policy whereby safety glasses and safety shoes must be worn in all shop floor areas. Examples of the types of machinery present on the Wolverhampton Site include fork lift trucks, delivery vehicles, grinding and milling machines, overhead cranes, which commonly move between one and five tonnes of materials and equipment, and large furnaces.

24. There are also various chemicals kept on the Wolverhampton Site, some of which could be extremely hazardous to health or the environment should they be accidentally or purposefully tampered with. Contact with these could cause serious burns and other injuries.

25. As in the case of all Sites, only trained and authorised personnel are allowed to access the roof of the Wolverhampton Site. Authorised individuals undergo an induction programme, which involves understanding a risk assessment, training for working at height, and following a safe system of work, before a permit for roof access is issued. Moog operates a "ManSafe" system for working at height across its Sites, which requires all personnel accessing the roof to wear personal protective equipment (**"PPE"**). The PPE must include harnesses and a radio. The risk of not wearing appropriate PPE is that there is a greater risk of falling from the edge of the roof, which could be fatal.

26. The roof has an aviator safety line system installed. Authorised personnel are required to use this system and harnesses when accessing the roof, and must avoid stepping on the solar panels. For reasons of safety and load capacity, it is Moog's policy that drones are

Docusign Envelope ID: 61EB72FE-75F5-4F81-88DE-A2DF48792418

used for general inspection purposes. Access to the roof is limited to no more than five people at any one time.

27. Due to the safety hazards at the Wolverhampton Site, Moog requires PPE to be worn in all manufacturing areas, including safety shoes, safety glasses, high-visibility jackets and overalls. Additional PPE is required for specific areas on the Wolverhampton Site.

28. Only authorised personnel are admitted to the Wolverhampton Site. All employees on the Wolverhampton Site undertake inductions covering environment, health and safety ("**EHS**") in the first two weeks of employment. Contractors are required to undertake the same EHS induction as well as providing risk assessments and method statements. Visitors to the Wolverhampton Site are provided with EHS information and are accompanied at all times.

29. I understand from the Police that, due to the nature of the goods produced at the Wolverhampton Site, the Wolverhampton Site is a 'Prohibited Place' under s.7 of the National Security Act 2023 (**"NSA"**). Nevertheless, the Police have advised Moog to seek an injunction on the terms of this application, and have not suggested that any powers they may derive under the NSA in relation to the Wolverhampton Site are adequate alternatives to the injunction sought.

The Tewkesbury (Commercial Aircraft) Site

30. Moog Controls hold a leasehold interest in the Tewkesbury (Commercial Aircraft) Site. The freehold proprietor is Uttlesford District Council, which is the landlord under a lease dated 15 August 2023 and made between (1) Uttlesford District Council (2) Moog Controls Limited and (3) Moog Inc.

31. A copy of Moog Controls' leasehold title and title plan for the Tewkesbury (Commercial Aircraft) Site are at (pp. 33 - 40).

32. Moog manufactures electro-hydraulic servo valves and braking and steering control manifolds at the Tewkesbury (Commercial Aircraft) Site. These enable high-precision control of position, velocity, pressure and force in a wide range of applications such as flight controls, with products that serve the commercial aerospace and engines markets.

33. The building on the Tewkesbury (Commercial Aircraft) Site is approximately 209,000 sq ft in total, comprising both production and office premises. Around 500 people are employed at the Tewkesbury (Commercial Aircraft) Site, operating across three shifts, although, again, people are present on site to varying degrees 24 hours per day.

34. Access to the building is gained through either a pedestrian gate from the highway for employees, or via an automatic number plate recognition (ANPR) barrier gate for visitors.

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The perimeter of the site is fenced. Moog employs Carlisle Security to provide security on site 24 hours a day.

The Tewkesbury (Industrial) Site

35. Moog Controls also holds the leasehold interest in the Tewkesbury (Industrial) Site, which also specialises in manufacturing equipment for the commercial aerospace industry. The freehold proprietor is Diageo Pension Trust (Property Custodian) Limited, which is the landlord under a lease dated 6 July 2015 and made between (1) Ashchurch 9 Limited and (2) Moog Controls Limited for a term of 20 years from 6 July 2015.

36. A copy of Moog Controls' leasehold title and title plan for the Tewkesbury (Industrial) Site is at (pp. 41 – 47).

37. The Tewkesbury (Industrial) Site is used to manufacture servovalves, actuators, and control system manifold assemblies – selling into various industrial end markets: including industrial automation, automotive, motorsport, industrial machinery amongst others.

38. The building on the Tewkesbury (Industrial) Site is approximately 45,000 sq ft, comprising both production and office premises. Around 120 people are employed at the Tewkesbury (Industrial) Site, across three shifts, although, as before, people are present on site to varying degrees 24 hours per day.

39. Access to the building is gained through the car park to facilitate employee access, deliveries and shipments.

The Reading Site

40. Moog Reading holds the leasehold interest in the Reading Site. The freehold proprietor is Phoenix Life Limited ("**Phoenix**"), which is the landlord under leases of Unit 29 (formerly known as Units 29(a) and 29(b)), Suttons Business Park, Reading, Berkshire dated 1 July 2019 and made between (1) Standard Life Assurance Limited and (2) Moog Reading Limited, and Unit 30, Suttons Business Park, Reading, Berkshire dated 1 July 2019 and made between (1) Standard Life Assurance Limited and (2) Moog Reading Limited.

41. A copy of Moog Reading's leasehold title and title plan for the Reading Site is at (p. 48 – 55)).

42. The Reading Site is used for the manufacture of slip rings, motor controls and fibre optic components. Moog is in the process of closing this facility but Moog Reading will continue to occupy the Reading Site until at least mid-2026.

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43. The Reading Site consists of two adjacent units, totalling approximately 65,000 sq ft, comprising both production and office premises. Around 130 people are employed at the Reading Site, across three shifts.

44. Access to the building is gained through the car park to facilitate employee access, deliveries and shipments. Both facilities at the Reading Site are guarded by security and are access controlled.

45. As indicated above, the Reading Site comprises two adjacent units (pp. 51 and 55). The title plans at pp. 51 and 55 show that in respect of both Unit 29 and Unit 30 there are some gaps between the units. There are also some other strips of land outside of the units that are also demised to Moog (hatched red on the plan at p.4). The strips are car parking spaces and the gaps (shaded and hatched blue on the plan at p.4) are additional car parking and/or circulation spaces that are part of Phoenix's freehold but used by Moog employees and visitors. Since these gaps sit between areas demised to Moog, they are at risk of incursion by any protestors that may target the Reading Site and risk compromising the operations of the whole facility.

The Luton Site

46. Moog Fernau holds the legal title to the leasehold interest in the Luton Site. The freehold proprietor is Legal & General Property Partners (Industrial Fund) Limited and Legal & General Property Partners (Industrial) Nominees Limited (together, "**Legal & General**"), which are the landlords under a lease of Unit C Airport Executive Park, Luton and made between (1) Legal & General Property Partners (Industrial Fund) Limited and Legal & General Property Partners (Industrial) Nominees Limited and (2) Moog Fernau Limited, and a lease of Unit J, Airport Executive Park, Luton between (1) Legal & General Property Partners (Industrial Fund) Limited and Legal & General Property Partners (Industrial) Nominees Limited and (2) Moog Fernau Limited (together, the **"Luton Leases**").

47. The term of the Luton Leases was for ten years from and including 25 December 2014, i.e. they expired on 24 December 2024. Whilst the Luton Leases are subject to the security of tenure provisions of the Landlord and Tenant Act 1954 ("**LTA 1954**"), Legal & General served notices under section 25 of the LTA 1954 specifying 24 December 2024 as the termination date of the tenancies. Legal & General subsequently agreed to extend the time under section 29B(2) of the LTA 1954 for Moog Fernau to apply to the court for new tenancies to 8 September 2025. On 2 September 2025, Legal & General further agreed to extend the time under section 29B(2) of the LTA 1954 for Moog Fernau to apply to the court for new tenancies to 8 October 2025. On that basis, Moog continues to occupy the Luton Site pursuant to the Luton Leases, holding over under the LTA 1954. I understand from a colleague at Moog responsible for dealing with such matters that Moog is in the process of

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finalising new leases of the Luton Site with Legal & General. I confirm that Moog has no intention of vacating the Luton Site and so even if it were the case that no new leases of the Luton Site or extensions were granted by 8 October 2025, it would apply to court for new tenancies in order to continue its rights of occupation.

48. On 27 January 2025, Moog Fernau assigned its interests in the Luton Leases to Moog Controls. However, I understand that the transfer of the leasehold titles has not been completed at the Land Registry, meaning that Moog Fernau remains the legal proprietor of the Luton Leases.

49. A copy of Moog Fernau's leasehold titles and title plans for the Luton Site is at (pp. 56 – 65).

50. The Luton Site is used for the manufacture Foreign Object Debris (FOD) detection systems that are used for airfield management purposes.

51. The Luton Site consists of two adjacent units, totalling approximately 25,000 sq ft, comprising both production and office premises. Around 20 people are employed at the site.

52. As can be seen from the Land Registry title plans for the Luton Site (pp. 60 and 65) and the composite plan at Plan 2 (p.3), there is a gap between the footprints of the units that have been demised to Moog, as they are separate buildings, shown hatched blue on Plan 2 (p. 3). This gap forms part of the freehold of Airport Executive Park, belonging to Legal & General. However, since this gap sits between the two units demised to Moog, it is at risk of incursion by any protestors which might target the Luton Site and risks compromising the security of the whole facility.

53. Access to the building entrance on the Luton Site is gained through the car park, shown hatched blue to the south of the two units on Plan 2 (p. 3), which is also used by Moog but not demised to Moog.

THE INCIDENT

54. At approximately 03:50 in the early hours of Tuesday 26 August 2025, four individuals dressed in dark clothing, two male and two female (the **"Perpetrators"**), broke into the Wolverhampton Site by ramming a vehicle into the front gates and then driving through an internal automatic barrier into the Logistics Entrance.

55. Once inside the boundary, the Perpetrators' vehicle was driven to a position close to the main building on the Wolverhampton Site. Three of the Perpetrators exited the vehicle (with the driver remaining in the vehicle) and ran towards the corner of the building. Two of these

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Perpetrators approached a metal ladder leading up to the roof of the building. The ladder had a security device on it, secured with a padlock, designed to prevent unauthorised access to the roof. I understand from my colleagues who examined the metal ladder after the Incident that the Perpetrators cut the padlock that attached the security device to the metal ladder (a metal plate "ladder guard"), presumably using a bolt cropper device or similar.

56. Meanwhile, the third Perpetrator lit a red flare and began waving it in the air. The driver of the vehicle stopped the vehicle outside of the metal gates separating the main building from the Logistics Entrance, so that no other vehicles could pass through this entrance. The driver then exited the vehicle and, along with the third Perpetrator, removed a bag. Both then joined the other two Perpetrators at the metal ladder leading to the roof.

57. The four Perpetrators then climbed onto the roof of the main building. They began to damage and destroy windows and the Solar Panels on the roof. In addition, they cut holes in the roof of the facility (about 15 holes in total, each measuring approximately 3ft by 3ft) and cut all of the ManSafe cabling. Photographs showing extensive damage to the Solar Panels and examples of the holes cut by the Perpetrators are exhibited as part of Centrica's report at pp. 66 - 75 (the **"Centrica Report"**), which was prepared by Centrica on 26 August 2025 in order to assess the damage to the Solar Panels and identify the remedial work required. The Incident was captured in CCTV security footage, which has been viewed by a Moog employee involved in the management of the Wolverhampton Site. I am told by them that this shows the vehicle ramming the gates and the Perpetrators cutting the lock on the ladder but there is no footage of the roof (other than that which I am told may have been captured by a police helicopter but which Moog does not have access to). Whilst the tools that the Perpetrators were using are not clear from the CCTV footage, I understand from the Police that roughneck mallets were found at the scene after the Incident, and a photograph of these is exhibited at p. 76. The nature of the damage caused is consistent with the use of this equipment.

58. The Perpetrators also filmed some of the Incident. A video showing the Perpetrators driving through the metal gates at the Logistics Entrance, lighting a red flare, climbing up to the roof, and filming Moog's operations from the roof, can be found here: Palestinian Martyrs for Justice take direct action for Palestine.

59. At the time of the Incident, there were six employees on-site, a Carlisle security officer and four Premier security officers. One security officer observed the vehicle break through the barriers and notified the Police at 03:50. They also contacted their senior control manager and requested four dog handlers. I understand that the Police arrived on site about 10 minutes later. Employees on site were notified when the fire alarm was activated at 04:02.

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In the event, there was no confrontation between the Perpetrators and security, and I am not aware whether there was any confrontation with the Police. The Incident lasted until about 09.30 and was eventually resolved when the Police arrested the individuals on the roof.

60. I understand from the Police that the Perpetrators have been charged with conspiracy to commit criminal damage and criminal damage. They have been remanded in custody until 26 September 2025. The case is being reviewed in respect of whether the Perpetrators have committed any offences linked to terrorism. I explain the background to this in more detail below.

61. Copies of some media clippings regarding the Incident are included at pp. 77 - 80.

Property Damage

62. As can be seen from the Centrica Report, the damage is substantial. Moog's employees at the Wolverhampton Site are still assessing the extent of the damage. As a result, I am not able to confirm with certainty the full extent of the damage caused and cost of repair nor an accurate assessment of Moog's financial loss. However, I can confirm that the damage includes the following:

(a) 95% of the Solar Panels on the roof of the building have been destroyed at an estimated approximate value of £700,000 (Moog has requested an actual cost from Centrica).

(b) All windows at roof-level were smashed, about 50 in total, and some of the skylights were also smashed. This caused broken glass to fall into the offices and work spaces below. This includes the Human Resources office, the engineering office, the machine shop, the assembly and testing area, the development and logistics areas, the treatment room, and the archive area. It is not possible to quantify at this time, but I understand from speaking with my colleagues that the eventual cost of the clean-up and window replacement will be in the tens of thousands of pounds.

(c) There is further evidence that flares have been dropped through the windows into the Human Resources office and the archive area, causing burn damage to the tiled floor, a desk and computer equipment, and destroying a photocopier.

(d) The ManSafe cabling was cut.

(e) 15 holes were cut into the roof covering, which will now need to be replaced in sections or at least extensively patch repaired.

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(f) The front gates were buckled and severely damaged when they were rammed by the Perpetrators' vehicle. The internal automatic barrier inside the Logistics Entrance was crumpled and broken from its moorings.

(g) Damage to the metal plate ladder guard and padlock.

(h) Carpets and chairs within the building will need to be replaced after being showered with large quantities of broken glass from the broken windows and skylights.

63. Photographs of the above and further details are included in the Centrica Report and also in a "*Damage Report with Photos*" document prepared by a Moog employee who is involved in the management of the Wolverhampton Site, which I have exhibited at pp. 81 - 103.

64. As I have explained, it is too early for Moog to assess the full cost of repairing the damage caused, but I understand from speaking with my colleagues that the loss is estimated to be well over £1,000,000.

Business disruption

65. Fortunately, no employees of Moog or other personnel on site were injured during the Incident, even though six Moog employees and five security staff were present on site while the Incident occurred. Avoiding the risk of serious injury was by no means guaranteed. Aside from the substantial risk to employees and personnel on site caused by falling glass and flares, damage to Solar Panels risks possible electrocution and injury caused by the sharp edges of broken panels. It also increases the risk of fire.

66. It is estimated that it will take several weeks before the facility can become fully operational again. During this time, many employees will be forced to work from home as Moog works through the cleanup process and remediates all of the safety risks on the site. The interruption to Moog's business operations is severe. As with the assessment of damage and financial loss, it is too early for me to provide a full analysis of the extent of business disruption to Moog caused by the Incident. However, I am able to say that the disruption includes:

(a) The building was closed entirely for 2.5 days. There are now only operational employees on site and all office employees are still working from home.

(b) Issues with meeting supply contracts on time, including the supply of components for ultimate use by the MoD.

(c) Having to replace damaged equipment, desks, carpets etc.

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(d) Whilst 95% of the Solar Panels were damaged, the entire system is inoperable, meaning that Moog will be liable for the loss of energy generation and will need to procure electricity off the grid until the system comes back online.

(e) There is potential reputational damage for Moog if customers conclude that Moog's ability to supply components on time in accordance with the terms of supply contracts could be compromised by its susceptibility to disruption caused by unlawful protest activity.

67. Whilst it is not possible to be precise, I estimate that it will take several weeks for the Wolverhampton Site to be fully operational again after the Incident.

68. The total financial loss (property damage and business disruption) to Moog caused by the Incident is therefore likely to be between circa £1,250,000 to £2,000,000.

The Perpetrators

69. I understand from the media coverage of the Incident that the Perpetrators say they are from a group called "Palestinian Martyrs for Justice" (p. 104). The Perpetrators claimed that they carried out the Incident because Moog supplies military aircraft parts to Israel. The Police have informed Moog that they are working to establish a link between the Palestinian Martyrs for Justice and the pro-Palestinian protest group Palestine Action (**"PA"**), which has been proscribed by the UK Government under section 3 of the Terrorism Act 2000 since July 2025 (the **"Terrorism Act"**). I understand that one of the female Perpetrators has been observed attending PA rallies. There has also been a person that came to protest peacefully outside the gates of the Wolverhampton Site who was identified as a PA member. A link between the Incident and PA would not surprise me, as the violent activity during the Incident is similar to other tactics that I am aware were previously in use by PA. I explain the background to PA and its proscription in further detail below.

MOOG'S AWARENESS OF THE RISK

70. I understand from my solicitors that, as this application is without notice, Moog is under a duty of full and frank disclosure. With that in mind, I emphasise that whilst the Incident has significantly increased Moog's assessment of the risk level such that the Claimants now seek an injunction, Moog has been aware of the possible risk that it could be targeted by PA, or a group affiliated with PA, since early July, as I explain further below.

71. On 1 July 2025, a journalist from Declassified UK ("**Declassified**") called John McEvoy emailed the reception at the Wolverhampton Site indicating that Declassified was preparing an article about Moog's alleged supply of aircraft components to Israel since December 2024, "*based on shipping documents that we have obtained*" (p. 105). In the email, Mr

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McEvoy made various allegations, including that components had been delivered to Elbit Systems Limited (**"Elbit"**) at Elbit's Lavi Site in Hatzerim airbase in Israel, and invited Moog to reply by 17:00 the following day, 2 July 2025. By way of explanation, Elbit is an Israeli defence contractor and provider of equipment to the Israeli military, including unmanned aerial vehicles (known as UAVs or, more commonly, drones). In accordance with company policy, Moog did not provide any comment.

72. The Declassified article subsequently materialised on 10 July 2025, published on its website www.declassifieduk.org and entitled "Israeli Fighter Pilots Training with UK Equipment" (the **"Article"**) (see pp. 106 - 111).

73. The Article focused on the operations of the Wolverhampton Site and alleged, amongst other things:

(a) Moog has "*sent at least ten shipments to Israel's Hatzerim airbase since December…*" from the site, comprising equipment for M-346 Lavi high-performance aircraft (the **"M-346 Lavi"**), designed to train Israeli pilots to fly advanced fighter jets, including F-16 and F-35s, which *"have been used to commit war crimes in Gaza, including an airstrike on a designated safe zone which killed 90 people*";

(b) three of these shipments had occurred in the last month;

(c) Moog Wolverhampton "*designed the flight control system for the M-346 Lavi, and provides maintenance services for the* [M-346 Lavi]";

(d) "*In addition to supplying parts for the M-346 Lavi, Moog has contributed to the global F-35 programme";*

(e) Moog "*was on the most recent list of UK-based companies which have received arms export licences for the international F-35 programme*" which, pursuant to a recent High Court ruling, meant that it could legally export F-35 parts to Israel; and

(f) the UK Government "*doesn't care that Israel is committing genocide, and it doesn't care about Palestinian lives…"* and "*all* [it] *cares about is safeguarding arms dealers' profits, and it is down to us to hold them accountable for these horrific, immoral and illegal deals"*.

74. The Article, therefore, sought to draw a direct link between equipment manufactured by Moog at the Wolverhampton Site and the conduct of the war in Gaza by the Israeli military, by reason of:

(a) the alleged use of such equipment to train the Israeli military to fly fighter jets in Gaza; and

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(b) the use of such fighter jets by the Israeli military "*to commit war crimes*" in Gaza and against Palestinians.

75. It is not the purpose of this statement, nor would it be Moog's policy, to respond to any of the specific allegations made by Declassified in the Article but, for the record, I do not accept the characterisation of Moog's business activities in the Article and, in particular, the link it attempts to make with the situation in Gaza. I note that Declassified seeks to make this link despite the fact that they do not allege that any of the components in question manufactured by Moog have been used by the Israeli military in a combat situation or suggest that any of Moog's exports are not legal.

76. The Article did not say in terms that Moog was amongst those alleged 'arms dealers' in relation to which Declassified quoted Emily Apple of the Campaign Against Arms Trade ("**CAAT**") as saying "*it is down to us to hold accountable,*" but that is the clear implication given that the Article is about Moog and its alleged activities.

77. This was not the first time that Moog had been named in a publication in connection with the alleged supply of components to Israel. Moog was named in April 2024 in an open letter posted online alongside other companies, such as BAE Systems (**"BAE"**), as "*companies facilitating Israel's genocidal war on Gaza*" (see pp. 112-120). On 20 November 2024, CAAT produced an article titled "Mapped: the UK companies arming Israel, including producers for the F-35 combat aircraft", referencing Moog and including an interactive map of UK companies allegedly involved in arming Israel including by manufacturing components for F-35 combat aircraft (p. 121 - 124). The CAAT article listed the addresses of the Wolverhampton Site and the Tewkesbury (Commercial Aircraft) Site (p. 123), even though, as I have explained above, the Tewkesbury (Commercial Aircraft) Site manufactures products that serve the commercial aerospace market and does not produce any equipment for military use.

78. It is, therefore, apparent that campaign groups targeting manufacturers as alleged providers of equipment for use by the Israeli military do not necessarily distinguish between the different operations carried out at individual sites. As a result, I believe that all of Moog's UK sites are at potential risk of direct action from the Defendants, as I explain later in this statement.

79. As I say, CAAT is referenced in the Article, with their spokesperson, Ms Apple, asserting the export of supplies for Israeli fighter jets "*makes a mockery of the government's already outrageous argument that the only reason it is continuing to supply F-35 spare parts is due to the threat of national security*" (pp. 107 – 108). I am not aware of Moog having been named on PA's website, which is no longer accessible following PA's proscription under the Terrorism Act (please see below). I have seen a copy of the relevant page from the PA

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website which listed its "target" companies on 9 July 2025, and as such pre-dates the Article, which does not name Moog. I do not know whether Moog subsequently appeared on the PA website after the Article was published but prior to the website being removed.

THE DEFENDANTS

80. Since 5 July 2025, PA has been a proscribed terrorist organisation under section 3 of the Terrorism Act 2000 ("**Terrorism Act**"), as explained below.

81. The aim of the PA, according to one of its founders, Huda Ammori, is:

> "*(i) to prevent serious violation of international law by Israel… against the Palestinian people, including war crimes, crimes against humanity, apartheid and genocide, and the aiding, abetting and facilitation thereof by others, including corporate actors; and*
>
> *(ii) to expose and target property and premises connected to such crimes and violations,*"

– see the judgment in *The King (on the application of Huda Ammori v Secretary of Statement for the Home Department* [2025] EWHC 1708 (Admin) (the "**Judgment**") at pp. 125 - 150.

82. At pp. 151 - 164 is a copy of PA's "Underground Manual", which was available on PA's website (which has since been taken down). This sets out PA's guidance for those wishing to take part in its protest activities, including:

(a) "*Create a Cell*", following which PA will respond with "*potential future targets*".

(b) "*Pick a Target*", encouraging activities to select a name from PA's website of a target lists of "those who enable and profit from the Israeli weapons industry in Britain".

(c) "*Prepare for Action*", which includes advice on carrying out effective reconnaissance at target sites without getting noticed and suggests some "*key information to find out*", including:

i. the presence of security;

ii. CCTV;

iii. how far away the local police force is;

iv. the requisite height of a ladder to climb over fences;

v. whether there is barbed wire;

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vi. the location of the access points; and

vii. intruder alarms.

(d) "*Plan your Action*", recommending activists wear dark clothing and a face covering to avoid detection and to bring spray paint, a sledgehammer for smashing windows and exterior equipment (including air conditioning units and cameras to "*sabotage the profits of your target even further*"), blocking pipes (water and/or sewage) and breaking in and "*damaging the contents inside*".

(e) "*Technology*", advising activists to use a 'burner phone' and how to set one up.

83. PA has a history of unlawful protest activity against businesses which it alleges supply military materials to Israel, as well as UK government facilities including military bases such as RAF Brize Norton. This includes other examples of trespass of premises, damage to property and vandalism, and members having been charged for offences involving violence and weapons (including pyrotechnics and smoke bombs).

84. For example, members of PA have continuously targeted Elbit in the UK and its subsidiary UAV Tactical Systems Limited (**"UAV"**), including by unlawfully occupying Elbit's factory for six days, smashing windows, causing vandalism and chaining themselves to the gates. See also the BBC news item dated 17 July 2025 at pp. 165 - 167, which refers to members of PA 'ram-raiding' Elbit's site near Bristol on 6 August 2024, causing extensive damage to inventory and "*assaulting employees and two police officers*".

85. At https://www.youtube.com/watch?v=GAhpMqJlVeA is a link to a documentary produced by PA in 2025 entitled "To Kill a War Machine". This features footage of PA activists engaging in various unlawful protest activities, including climbing (and in some cases gluing themselves) onto the roofs of various factories in the UK, breaking and entering, criminal damage, assaulting security guards and locking themselves onto perimeter gates and fences. The commentary suggests that companies allegedly involved in the supply of components for F-35 fighter jets in particular were being targeted, and in some cases third parties like banks. It is claimed in the documentary that the occupation of sites by protestors lasted several days with the specific aim of shutting down factories for as long as possible. In relation to one protest, it is claimed that more than £1 million of damage was caused.

TELEDYNE UK LIMITED INJUNCTION

86. I understand that other companies have sought injunctive relief after they were targeted by PA. For example, I am aware that in December 2024, Teledyne UK Limited (**"Teledyne"**) applied for an injunction to protect six of its sites after it was subject to unlawful acts of protest by individuals associated with PA. Teledyne specialises in manufacturing

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components and subsystems for medical, science, aerospace, defence and industrial applications.

87. Teledyne applied for an injunction after the addresses of its six UK sites were published on PA's website and listed as 'targets' for direct action protest. Teledyne was subject to a series of incidents of direct action throughout 2022 and 2023, which increased in 2024, some of which were similar to the Incident at the Wolverhampton Site. According to court documents filed by Teledyne, which can be accessed on https://www.teledyne-injunction.co.uk/, examples of such incidents included:

(a) **9 December 2022** – Four individuals broke into a Teledyne building wearing balaclavas armed with crowbars and sledgehammers. They gained access to the premises and the roof, smashed glass doors and windows, damaged IT equipment and sprayed the building inside and out with red paint. The attack lasted five to six hours. The estimated cost of the damage was £1.2m and US$1m in lost sales.

(b) **2 April 2024** – 20 protestors attended at 05.30 and climbed onto the roof of Teledyne's Shipley site, causing £571,000 of damage. They brought with them a sledgehammer, ladder and fire extinguisher. The incident lasted 16 hours. Business was interrupted for five days, causing £300,000 of losses.

(c) **15 May 2024** – At 04.30, four individuals accessed the roof of the Shipley site, causing damage: smashing windows, spraying paint and setting off fireworks inside the building. The incident lasted seven hours, resulting in £68,000 of repairs and £60,000 of lost revenue.

(d) **5 July 2024** – At 04.45, three individuals rammed the access gates of the Teledyne Wirrall site with a van, and attempted to gain access to the roof. The incident lasted four hours.

(e) **2 October 2024** – At 05.55, three individuals accessed the roof of the Teledyne Wirrall site, causing damage to the roof and the building, including with the use of paint. They accessed a 'clean room' and later said in social media posts that contamination of this room "*could stop production for up to 12 months, and disrupt production for 18 months.*" Repairs cost £148,000 plus £335,000 for the roof, with lost revenue of £14,000.

(f) **19 December 2024** – 8 to 12 protestors gathered outside Teledyne's Shipley site holding posters and Palestinian flags. A lone male then parked his car outside the gate, unfurled a flag and began shouting abuse and pro-Palestinian slogans at Teledyne staff. He proceeded to lock himself to the steering wheel of his car. When

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he was finally arrested and searched, police found an overnight bag, sledgehammer and two zombie knives.

88. The repeated pattern of such damaging, disruptive, and unlawful activity against the Teledyne sites is clear. I am therefore extremely concerned that the Incident was not an isolated occurrence and the Wolverhampton Site and Moog's other Sites will continue to be targeted.

89. Teledyne was granted an interim injunction on 20 December 2024. I understand from the witness statements filed in support of the 24 January 2025 return date hearing that the grant of the injunction had a deterrent effect on PA's activity. Whilst subsequent protest activity took place at Teledyne's sites over the following five months, all but two had been peaceful. The impact of even the two more violent protests, which took place on 28 January 2025 and 18 February 2025, appears to have been substantially curtailed. Police arrested three protestors quickly after the 28 January 2025 incident for breaching the terms of the injunction. On 18 February 2025, the activity was limited to protestors throwing bottles of paint over the fence.

PROSCRIPTION UNDER THE TERRORISM ACT

90. On 20 June 2025, PA targeted the Royal Air Force ("**RAF**") base RAF Brize Norton, where it vandalised and damaged two RAF refuelling planes. Following this (and the other criminal actions perpetrated by PA), the Home Secretary put an order for proscription before Parliament. In her written ministerial statement to the House of Commons, the Home Secretary stated that the attack on RAF Brize Norton was "*the latest in a long history of unacceptable criminal damage committed by Palestinian Action. The UK's defence enterprise is vital to the nation's national security and this Government will not tolerate those who put that security at risk*" (see p. 168 – 170 and the Judgment referred to above).

91. The Home Secretary went on to further state that PA's "*activity has increased in frequency and severity since the start of 2024 and its methods have become more aggressive, with its members demonstrating a willingness to use violence*" and that in "*several attacks, Palestine Action has committed acts of serious damage to property… The seriousness of these attacks includes the extent and nature of damage caused, including to targets affecting UK national security, and the impact on innocent members of the public fleeing for safety and subject to violence.*" The Home Secretary also noted that the extent of the damage caused by PA since 2020 had "*resulted in hundreds of millions of pounds worth of criminal damage and lost revenue*".

92. On 2 July 2025, the House of Commons voted to proscribe PA as a terrorist organisation, and on 5 July 2025 PA was officially proscribed PA as a terrorist organisation under the

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Terrorism Act. This had the effect of making it a criminal offence for anyone to be a member of, or show support for, PA. As set out in the Judgment, Ms Ammori applied for interim relief to prevent the proscription from taking effect pending an application for judicial review but this was refused by the High Court on 4 July 2025. At a hearing of 21 July 2025, PA sought permission for a judicial review of the UK Government's decision to proscribe PA as a terrorist organisation and permission was granted on 30 July 2025.

PREVIOUS PROTEST ACTIVITY

93. Prior to its proscription, there was a clear pattern of UK-based companies being targeted by protests from PA and other pro-Palestinian organisations, particularly after being named in Declassified. For example:

(a) On 20 November 2023, a Declassified article was published alleging that BAE manufactured key parts of the F-35 fighter jets being used to support strikes on Gaza and had consequently seen its share price increase (pp. 171 – 177). Shortly afterwards, on 7 December 2023, hundreds of protestors from Workers for a Free Palestine gathered outside BAE's factories across the UK, blockading sites in Bournemouth, Glasgow, Brighton and Lancashire (pp. 178 - 179).

(b) On 12 February 2024, Declassified claimed that the MoD was hosting Israeli armed forces personnel and providing 'defence-led training courses' (pp. 180 - 183). On 10 April 2024, PA (who had staged a protest outside Sir Keir Starmer's home the day before) and another group called Youth Demand sprayed red paint on the walls of the MoD in central London (pp. 184-186). A number of protestors were arrested on suspicion of criminal damage.

(c) On 15 October 2024, Declassified ran an article about UAV, which was alleged to make "*85% of Israel's drone fleet terrorising Gaza*". The Declassified article claimed that UAV "*was making millions of pounds on profit with an £11m turnover*" but "*That was until we showed up. Palestine Action has stated over 20 protests at the firm's factory in Shenstone, blockading the gates, occupying the roof and smashing up equipment*" (pp. 187-193). This appeared to make a direct connection between Declassified and PA. UAV was subject to further protest activity shortly after publication of the article, including activists blockading the gates of UAV's factory on 25 November 2024 (pp. 194–195), and smashing the walls of the factory on 25 December 2024.

(d) On 14 December 2023, Declassified ran a story about Martin-Baker Limited ("**Martin-Baker**"), a "*family owned business that's been running for almost a century*" that manufactures ejection seats. The article claimed that Martin-Baker

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"*supplies seats to Israel's air force, which is pummelling Gaza with genocidal intensity*" (pp. 196–201). As was subsequently reported in the Bucks Free Press (pp. 202–203), in a report which referred to the Declassified article, pro-Palestinian protestors gathered outside Martin-Baker's factory in Buckinghamshire holding signs reading 'Death merchants out of Denham' and other slogans.

(e) A more serious incident occurred after a further Declassified article was published on 13 November 2024, which again claimed that Martin-Baker was shipping parts to the Israeli air force (pp. 204–210). The evidence for this was said to be 'cargo documents' obtained by Declassified, which is similar to its alleged source of information regarding Moog in the Article. Martin-Baker was subsequently targeted by PA on 29 January 2025 (pp. 211–212) when protestors wearing dark clothing and face coverings broke into the Martin-Baker headquarters and used a hammer, crowbar and spray paint to damage the building.

(f) On 8 May 2025, Declassified reported on "*activists from Palestine Action*" storming the factory of Instro Precision ("**Instro**"), which was alleged to be a subsidiary of Elbit Systems that had been "*shipping targeting equipment to Israel amid the Gaza genocide*", including military tripods, tripod support systems, radar kits and aerial reflectors (pp. 213 – 218). The evidence for this was said to be 'cargo documents', which is similar to Declassified's claim that its evidence concerned Moog was based on shipping documents. According to the article, PA had caused over £1 million worth of damage to Instro's premises (p. 214). Following publication of the article, there was a further by PA attack aimed at Instro on 29 May 2025. In this instance, PA targeted the registered London address of Discovery Park Ltd, the landlord of Instro's Kent factory, smashing windows and covering the premises in red paint (pp. 219–220).

(g) On 9 June 2025, Declassified reported on Permoid Industries ("**Permoid**"), a Durham-based company, alleging that it had sent 16 shipments of storage containers to Elbit Systems in Israel that could be used for carrying weapons (pp. 221–226). Despite this seemingly tenuous connection, protest action by PA followed on 16 June 2025, with a group of people accessing the roof of Permoid's two-storey factory (pp. 227–228). According to a police spokesperson, the incident led to significant disruption to the public and criminal damage to the building.

PROTEST ACTIVITY SINCE PA'S PROSCRIPTION

94. I am aware that there have been further incidences of violence and damage to property by potential affiliates of PA since PA was proscribed, although I understand these activities decreased following the date of proscription, as I explain below. On 15 July 2025, three

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women were arrested under the Terrorism Act after driving a van into the fence of a factory owned by Leonardo, which is alleged to make components for Israel's F-35 fighter jets, in Edinburgh. The individuals claimed to be members of a pro-Palestinian group called 'Shut Down Leonardo'. It is not clear what, if any, connection they might have with PA. The three women have since been charged (see BBC news story from 20 July 2025 at pp. 229 – 230).

95. On 24 July 2025, three individuals forced entry into The Spark, a building located in Newcastle Helix, a business campus in Newcastle, UK. The Spark is occupied by several commercial tenants, including Womble Bond Dickinson (UK) (**"WBD"**), the law firm appointed to act for Leonardo. The offenders forced entry into the building by smashing the windows. They sprayed red paint throughout the building, including painting "*Leonardo Off Campus"* on the windows of the building (pp. 231–232). As Leonardo occupies an office in the same business park as WBD, I do not know whether the intended target was Leonardo, WBD, or any other commercial tenants occupying premises in The Spark.

96. PA's determination to continue its activities was also confirmed in a press statement released by the group following designation as a terrorist organisation (pp. 233-234). In the statement, PA refer specifically to their claim to have "*forced shut three Israeli weapons factories*" and "*pressured over a dozen companies to cut ties with Elbit Systems*" and encourage their supporters to continue "*resisting the ban through a campaign of civil disobedience*" without using the PA name. They state that "*we are an idea that can never be stopped*" and "*they can not* [sic] *proscribe the TACTIC of direct action for Palestine*" and also refer to other groups that will carry on the campaign under different names, including 'Defend Our Juries' and 'we do not comply'.

DISCUSSIONS WITH POLICE

97. Since publication of the Article, Moog has communicated regularly with the Police in relation to the risk level at the Wolverhampton Site and its other Sites. I understand that an employee at the Wolverhampton Site initially contacted the Police via the 101 service on 1 July 2025 to raise concerns about the possible threat from PA.

98. On 4 July 2025, a police officer from South Staffordshire Local Policing Team visited the site, reviewed the email sent from Mr McEvoy at Declassified, discussed safety at the Wolverhampton Site in the event of a protest and reviewed the external site and existing safety measures.

99. On 7 July 2025, the Police attended the Wolverhampton Site again, reviewed the site risks, and advised on potential protest control measures. Moog contacted the Police again on 10 July 2025 to advise them that the Article had been published online. On 10 and 11 July 2025, Moog had further discussions with the Police on risks and existing and further control

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measures. The Police attended again on 22 July 2025. Uniformed police officers have regularly patrolled the Wolverhampton Site since the Article was published.

100. I understand that the Police informed Moog's solicitors in late-July 2025 that activity from PA targeting the sites of UK-based manufacturers has been significantly quieter since it was proscribed under the Terrorism Act (although such activity has not ceased completely, as I explain above).

101. Following the Incident, it has become clear that the risk to Moog and its employees is severe. Whilst the Perpetrators are now remanded in custody, I am extremely concerned that the Incident will lead to 'copycat' attacks at the Wolverhampton Site and the other Sites, again risking substantial property damage and the health and safety of both employees and perpetrators. This is similar to the pattern of behaviour that has happened in relation to Teledyne and other companies such as Elbit.

102. Following the Incident, the Police verbally recommended to a Moog employee involved in the management of the Wolverhampton Site that Moog obtain an injunction to prevent further protest action; this was based on their awareness that other facilities that had been targeted by pro-Palestinian protestors had been attacked several times. I am aware of incidents where protestors have blocked the entrance of facilities. For example, in July 2025, protestors were arrested after blocking the entrance to Elbit (pp. 235-237). PA has also blocked the entrance to UAV Engine's facility (pp. 238-239).

103. To reiterate, my concern is not limited to the Wolverhampton Site alone. As I explained above, I understand that the Defendants, and campaign groups affiliated with their cause, do not distinguish between different operations carried out at different sites and, as the Teledyne proceedings demonstrate, target companies across all of their UK sites, rather than just individual premises. Attacks on Instro's landlord, Teledyne's lawyers (as detailed in court documents filed in those proceedings) and possibly also Leonardo's lawyers suggest that PA and other groups cast their net widely when selecting targets for protest action. Therefore, I am concerned that all the Sites are at serious risk of direct action. This concern appeared to be substantiated when graffiti stating "Free Palestine" recently appeared on a bollard on the public highway outside the Tewkesbury (Commercial Aircraft) Site; see the picture taken on 17 August 2025 exhibited at p. 240.

COMMERCIAL RISKS

104. It is also commercially important that Moog takes action now to protect the Sites. Operational disruption caused by further protest activity at the Sites will cause even greater financial loss than that already caused by the Incident.

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105. For example, Moog is a party to numerous contracts which have liquidated damages clauses that are triggered on the late shipment of equipment to its customers. These can be substantial. At the Wolverhampton Site, these can range from 1 to 10% of the value of the equipment to be supplied.

106. At the Tewkesbury (Commercial Aircraft) Site, any delay in the delivery of equipment will have repercussions on Moog's customers' ability to manufacture aircraft. This can result in grounded aircraft or other substantial delays.

107. The Tewkesbury (Industrial) Site's operations are subject to standard purchase orders from customers. The risks of not complying with a purchase order include:

(a) an inability for Moog to fulfil its orders for Formula 1, resulting in the cars being unfinished and unable to race;

(b) actuators for Power Generation being unreturned within a scheduled power outage, delaying the resumption of power at the relevant power station and causing power outages at the relevant power station location; and

(c) disruption to numerous industrial customers who will be unable to fulfil third-party contracts.

108. Although it is difficult to be exact, I would estimate that the lost profits suffered by Moog, should all of the Sites be shut down as a result of protest activity, would be in the order of up to about £50,000 per day and up to about £10,000 per day for any individual Site.

109. Furthermore, as noted earlier, Moog's products are used across a number of military and commercial aircraft customers. Moog is a key supplier of components ultimately used by the MoD, supporting the UK's service personnel and keeping them safe.

MITIGATION

110. The Wolverhampton Site has constant security arrangements in place. This normally includes security on logistics during the day, and security during out of hours. From 4 July 2025, shortly before the Article was published, additional security has been engaged to monitor CCTV systems and monitor the external areas within the perimeter and the external perimeter of the Wolverhampton Site. It had been hoped that these additional security measures would be sufficient to prevent any unlawful protest action but, since that has not proved to be the case, Moog feels that it must now apply for an injunction to help deter such activity, and it is further stepping up security at the Sites.

111. Since the Incident, Moog has engaged an outside security firm to provide 24-hour perimeter security (7 days a week) at the Wolverhampton Site. This includes a team of security

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personnel and the use of canines for deterrence. This level of increased security is extremely costly for Moog's business and will not be able to be incurred for an indefinite period of time.

112. Further security measures put in place at the other Sites include 24 hour security personnel onsite at the Tewkesbury (Industrial) Site, the Tewkesbury (Commercial Aircraft) Site, the Reading Site and the Luton Site. At the Reading Site there is also a dog handler, and at the Luton Site Moog has installed CCTV monitoring.

INJUNCTION

113. For the reasons set out in this statement, I respectfully ask the Court to grant an Order in the form attached hereto which prevents the Defendants from accessing the Sites.

114. The various activities described above show that the protestors in question are quite prepared to break the law and disregard the health and safety consequences of their actions and that, in the absence of police intervention, the only way to prevent unlawful activity and damage to the Sites can be for the owner of the Sites to pursue civil remedies.

115. The Order sought in these proceedings sets out the activity that Moog is seeking to restrain, being activity that Moog has been advised by the Police is at risk of being deployed by protestors in organisations affiliated with PA, and was:

(a) carried out by the Perpetrators during the Incident;

(b) carried out by PA and other affiliated organisations during similar incidents of unlawful protest at the sites of companies alleged to be supplying military equipment to Israel (including Teledyne); and/or

(c) described in the PA Underground Manual, which I have exhibited to this statement, as examples "*different tactics"* for protestors to use, to which I refer in more detail above.

116. In terms of the Defendants to these proceedings, they are not defined by reference to PA, but more broadly by reference to persons unknown undertaking certain actions in connection with protest. This is, in part, because PA and its affiliates do not appear to be the sort of organisation where those who are members and those who are not (but support PA's causes and participate in its activities) are clearly defined (indeed, the Perpetrators claim to belong to a different group, albeit sympathetic to the same cause); and, in part, because protestors may deliberately conceal their affiliation with PA, not least since it is now been designated a terror organisation (resulting in potential arrest for anyone publicly supporting PA).

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117. Moog is aware of the names of the four Perpetrators who have been charged in connection with the Incident (p. 77). As the Perpetrators have been remanded in custody until 26 September 2025, we have decided not to name the Perpetrators as Defendants in this application, because the Perpetrators are unlikely, at least in the short term, to undertake the activities for which Moog seeks its injunction. The risk that the Perpetrators may pose thereafter may well be affected by the outcome of the criminal proceedings against them.

118. Whilst Moog is continuing to seek information in the intervening period as to the addresses for service of each of the Perpetrators, and may wish to join the Perpetrators as Defendants at a later stage, given the urgency of these proceedings, and the risk that any delay poses to the safety of the Sites and the employees working at the Sites, we do not wish to delay taking action to protect the Sites against other individuals who may take direct action while the Perpetrators are on remand.

URGENT NATURE OF APPLICATION

119. The Claimant seeks a without notice injunction. This is because, for the reasons stated above, the Claimant believes that the Defendants' activities have the potential to pose a real danger to life, limb or property. They are also causing a real risk of substantial financial damage. There is also a real and genuine concern that by giving the Defendants notice of Moog's application, this will tip them off and incite a further attack before an injunction can be granted. I further ask that the time limits for service be abridged or dispensed with, as the Court considers necessary, in view of the urgency of this matter.

120. I understand that Moog is required to serve any order for an injunction by measures which are reasonably expected to bring the order to the Defendants' attention. For this reason, Moog has set up a website address at: https://www.moog.co.uk/injunction, which is ready to be updated and populated with the text and documents required for digital service (the **"Service Website"**). The Service Website address contains links set up for the materials to be downloaded. I understand from speaking with Moog's UK IT team that the team can update the Service Website with the relevant documents within the space of a few hours after any court order is made, and publish these to the public immediately.

121. Separately, if its application is granted, Moog will arrange for signs to be prepared and displayed in prominent locations at the entrance point to the Sites, which will inform members of the public accessing the Sites of the terms of the injunction. This will include all entrances (pedestrian and vehicular) and the roof access points. As previously, I have not provided detail of the layout of each Site due to the security concerns involved.

122. Moog has endeavoured to submit this application as soon as it was able to following the Incident. However, it also wished to ensure that it had all the correct facts, details and risks

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from the Sites before it asked the Court to consider this application, which has included seeking appropriate legal advice and discussions with the Police, various employees, and senior management. Insofar as further relevant information comes to light following the issuing of this application, Moog will, of course, update the Court by way of further witness evidence if necessary.

CROSS-UNDERTAKING IN DAMAGES

123. If this application is granted and it is subsequently determined by the Court that Moog was not entitled to the relief granted by the Court, I confirm that Moog is willing to undertake to the Court to compensate the Defendants for any loss suffered as a result of any relief granted.

STATEMENT OF TRUTH

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed …… Signed by: Elwira Kelly 92C7F87347624E7... ……

Elwira Kelly

DATED this 4 day of September 2025.

Docusign Envelope ID: 61EB72FE-75F5-4F81-88DE-A2DF48792418

On behalf of Claimant
E Kelly: 1st
Date: 4 September 2025
Exhibit "EK1"

Claim no: _____

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION

EXHIBIT EK1

Signed: Signed by: Elwira Kelly 92C7F87347624E7...

Name: Elwira Kelly
Position: Senior Vice President, General Counsel and Corporate Secretary
Date: 04 September 2025

Plan 1



Case Reference: 1H5451.000327 updated plan

M O O G
Valiant Way
Wolverhampton
WV9 5GB

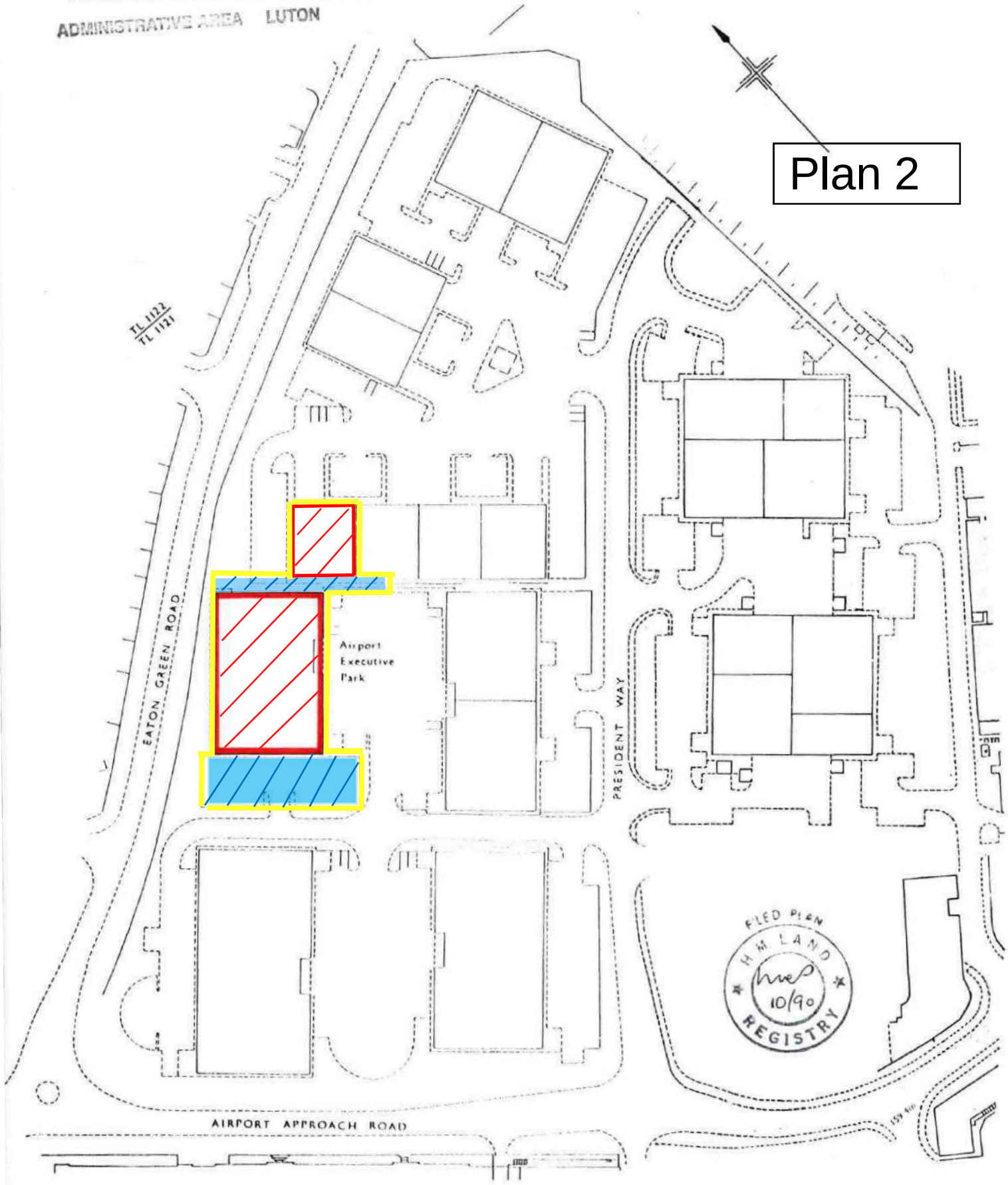
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H.M. LAND REGISTRY		TITLE NUMBER BD154447	
ORDNANCE SURVEY PLAN REFERENCE	TL 1121	SECTION C	Scale 1/1250
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ADMINISTRATIVE AREA LUTON

Plan 2



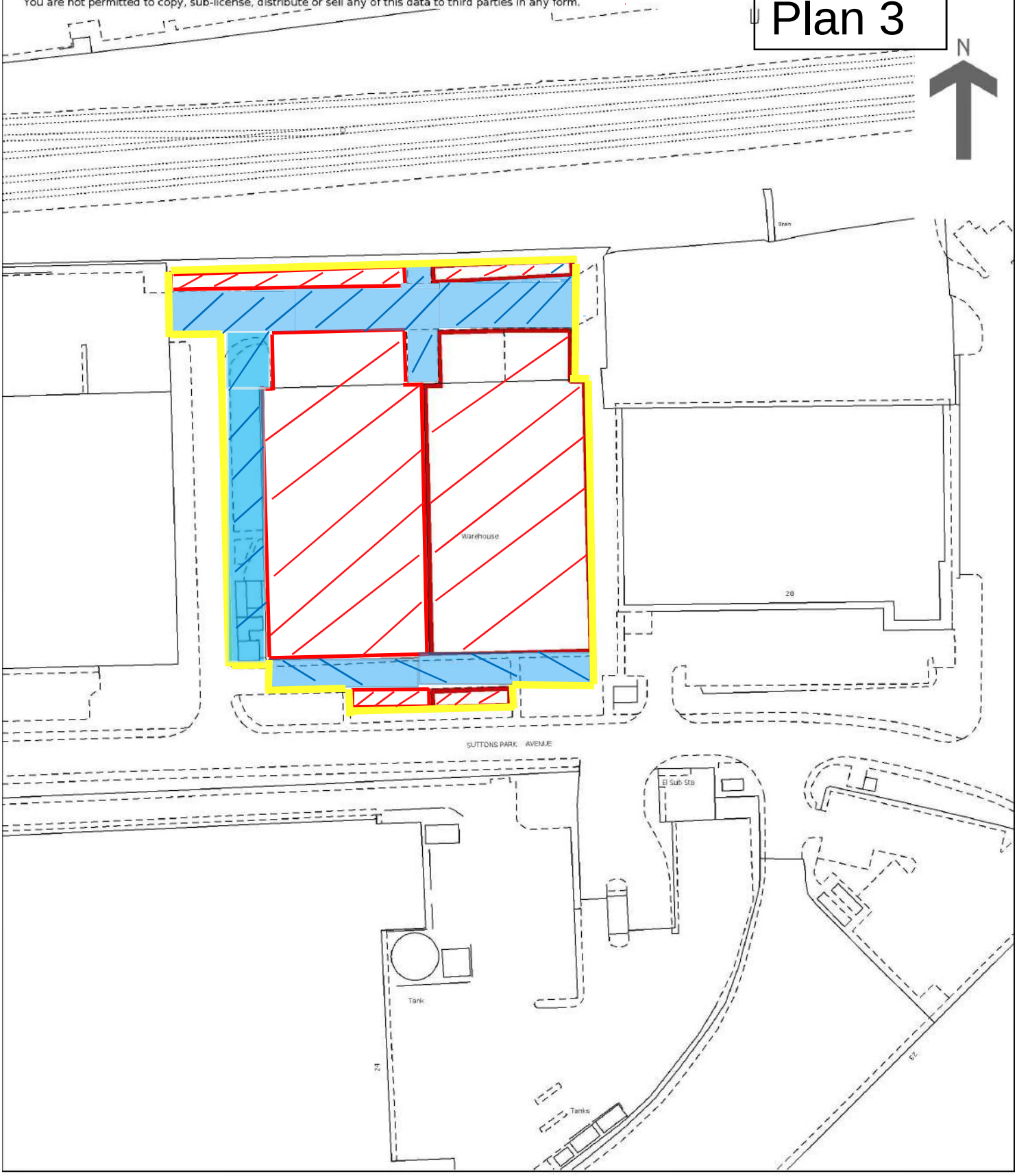
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HM Land Registry
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Title number **BK501808**
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Scale **1:1250**
Administrative area **Wokingham**

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Plan 3



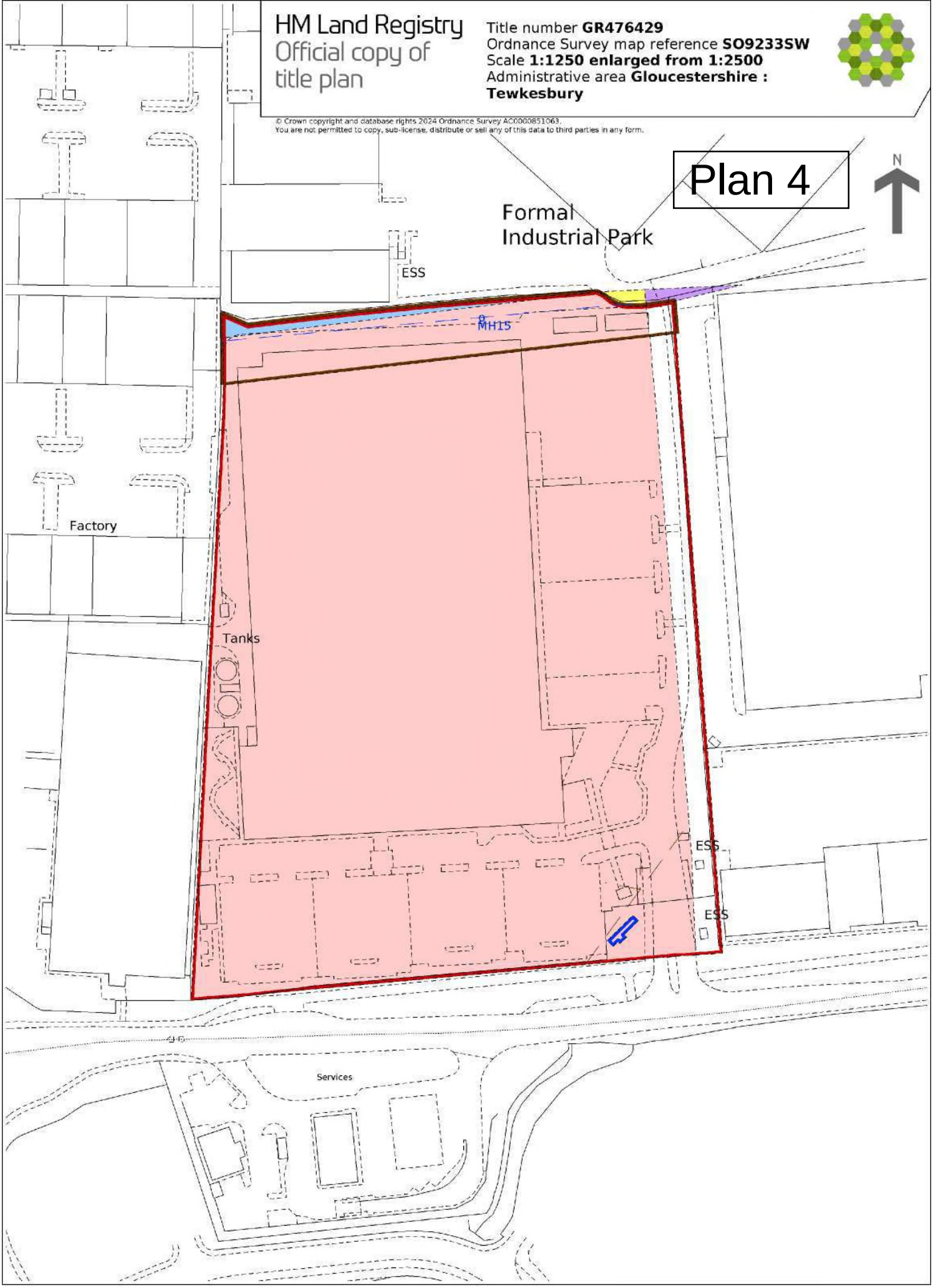
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HM Land Registry
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Title number **GR476429**
Ordnance Survey map reference **SO9233SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Gloucestershire : Tewkesbury**

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Plan 4



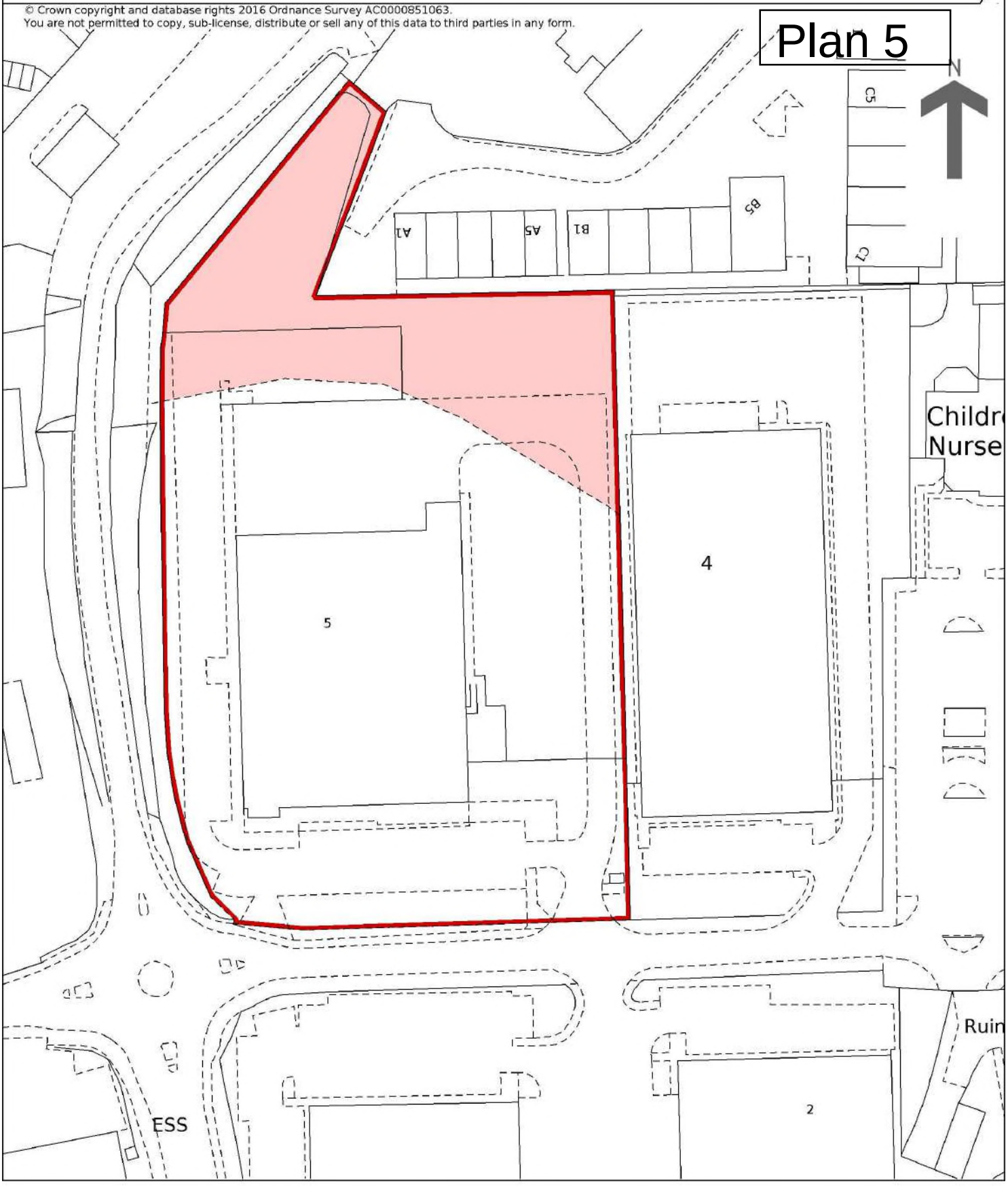
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HM Land Registry
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Title number **GR395822**
Ordnance Survey map reference **SO9233SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Gloucestershire : Tewkesbury**

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Plan 5



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Official copy of register of title

Title number SF498970 | Edition date 26.08.2025

- This official copy shows the entries on the register of title on 01 SEP 2025 at 22:00:04.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 01 Sep 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Birkenhead Office.

A: Property Register

This register describes the land and estate comprised in the title.

STAFFORDSHIRE : SOUTH STAFFORDSHIRE

1 (09.05.2005) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Unit H, Valiant Way, Pendeford, Wolverhampton (WV9 5GB).

2 (22.08.2011) The land has the benefit of the rights reserved by the Transfer dated 5 August 2011 referred to in the Charges Register.

3 (14.11.2012) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of Unit G1, Valiant Way dated 12 September 2012 made between (1) Homes and Communities Agency and (2) Eurofins Food Testing UK Limited.

NOTE: Copy filed under SF583099.

4 (31.01.2013) The land has the benefit of any legal easements reserved by the Transfer dated 18 January 2013 referred to in the Charges Register but is subject to any rights that are granted by the said deed and affect the registered land.

5 (11.02.2014) The land has the benefit of the rights granted by a Deed dated 29 February 2012 made between (1) Pritchard Estates (Staffs) Limited and (2) Homes And Communities Agency and Wolverhampton City Council.

NOTE: Copy filed under SF84303.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (18.05.2015) PROPRIETOR: MOOG WOLVERHAMPTON LIMITED (Co. Regn. No. 07008386) care of Moog Controls Limited, Aschurch Industrial Estate, Tewkesbury, Gloucestershire GL20 8NA.

B: Proprietorship Register continued

2 (11.10.2011) A Transfer to a former proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

3 (31.01.2013) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by or on behalf of Staffordshire County Council and Wolverhampton City Council that the provisions of 12.14.5 of the Transfer dated 18 January 2013 referred to in the Property Register have been complied with.

NOTE: By an order dated 19 February 2024 made under section 41(2) of the Land Registration Act 2002 the restriction set out above was disapplied in relation to an application to register a Lease made between (1) Moog Wolverhampton Limited and (2) Centrica Business Solutions (Generation) Limited provided the application to register the Lease is made within 6 months of the date of the order and that the application is in due course completed by registration.

4 (18.05.2015) The price stated to have been paid on 2 April 2015 for the land in this title and in SF470338 anf SF606388 was £113,740 plus VAT.

5 (18.05.2015) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

6 (09.05.2024) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate , or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Centrica Business Solutions (Generation) Limited (Co. Regn. No. 02592745) of Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD or their conveyancer that the provisions of Clause 4.4.1 of the Lease dated 1 May 2024 and made between (1) Moog Wolverhampton Limited and (2) Centrica Business Solutions (Generation) Limited have been complied with or that they do not apply to the disposition.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (09.05.2005) A Conveyance of the land in this title and other land dated 4 March 1937 made between (1) John Patrick Moreton (2) Grace Moreton and Others and (3) The Wolverhampton And Dudley Breweries Limited contains restrictive covenants.

NOTE: Copy filed.

2 (09.05.2005) The land is subject to the rights reserved by the Conveyance dated 4 March 1937 referred to above.

3 (22.08.2011) The land is subject to the rights granted by a Transfer of 3 electricity substations lying to the north of Wobaston Road dated 5 August 2011 made between (1) Advantage West Midlands and (2) Western Power Distribution (West Midlands) Plc.

The said transfer also contains restrictive covenants by the transferor.

NOTE: Copy filed under SF574264.

4 (31.01.2013) A Transfer of the land in title SF586500 dated 18 January 2013 made between (1) Homes and Communities Agency and (2) Staffordshire County Council contains a reservation of a rentcharge as therein mentioned.

The said Deed also contains covenants.

NOTE: Copy filed under SF586500.

5 (09.05.2024) The parts of the land affected thereby are subject to the rights granted by a Lease dated 1 May 2024 referred to in the schedule of leases hereto.

C: Charges Register continued

The said deed also contains restrictive covenants by the grantor.

NOTE: Copy lease filed under SF706146.

6 (09.05.2024) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	09.05.2024 edged blue	Airspace above the roof as more particularly described in the lease	01.05.2024 27 years from and including 1 May 2024	SF706146

NOTE 1: See entry in the Charges Register relating to the rights granted by this lease

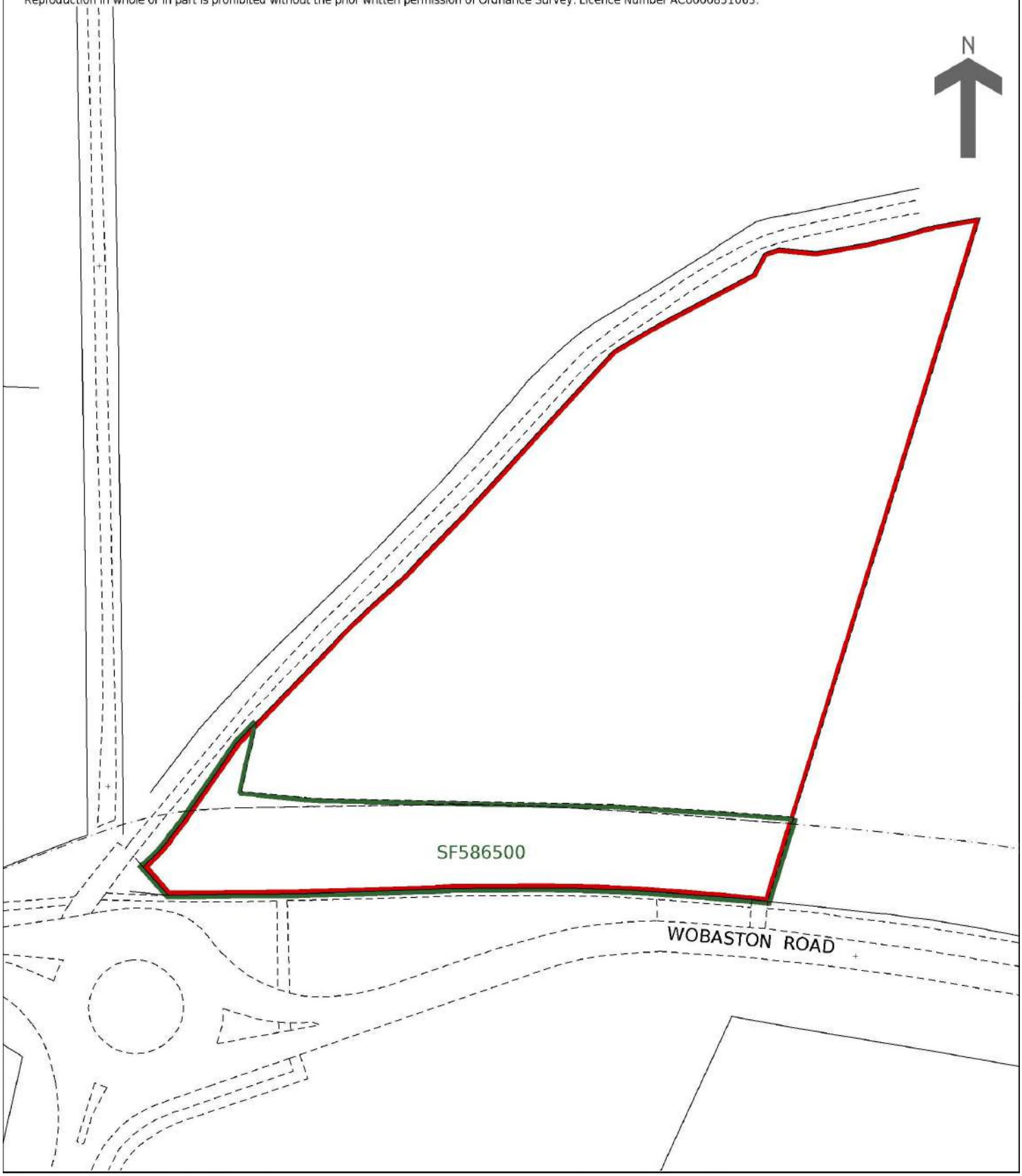
NOTE 2: The land comprises also other land

End of register

HM Land Registry
Official copy of title plan

Title number **SF498970**
Ordnance Survey map reference **SJ9003NE**
Scale **1:1250**
Administrative area **Staffordshire : South Staffordshire**

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This official copy is incomplete without the preceding notes page.

Official copy of register of title

Title number SF606388 | Edition date 09.02.2021

- This official copy shows the entries on the register of title on 09 MAY 2024 at 11:39:44.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 10 Jul 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Birkenhead Office.

A: Property Register

This register describes the land and estate comprised in the title.

STAFFORDSHIRE : SOUTH STAFFORDSHIRE

1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land lying to the north of Wobaston Road, Wolverhampton.

2 (31.01.2013) The land has the benefit of any legal easements reserved by the Transfer dated 18 January 2013 referred to in the Charges Register but is subject to any rights that are granted by the said deed and affect the registered land.

3 (11.02.2013) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of other land dated 22 January 2013 made between (1) Staffordshire County Council and Wolverhampton City Council and (2) Jaguar Cars Limited.

NOTE: Copy filed under SF586688.

4 (22.04.2014) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of other land dated 11 April 2014 made between (1) Wolverhampton City Council and (2) Jaguar Land Rover Limited.

NOTE: Copy filed under SF596458.

5 (08.05.2015) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of other land dated 23 December 2014 made between (1) Staffordshire County Council and (2) B and W Holdings Limited.

NOTE: Copy filed under SF603202.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

B: Proprietorship Register continued

1 (18.05.2015) PROPRIETOR: MOOG WOLVERHAMPTON LIMITED (Co. Regn. No. 07008386) care of Moog Controls Limited, Ashchurch Industrial Estate, Tewkesbury, Gloucestershire GL20 8NA.

2 (18.05.2015) The price stated to have been paid on 2 April 2015 for the land in this title and in SF470338 and SF498970 was £113,740 plus VAT.

3 (18.05.2015) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (02.08.2011) A Conveyance of the land in this title and other land dated 30 April 1938 made between (1) John Patrick Moreton MC (2) Grace Moreton, John Edward Chubb and John Patrick Moreton and (3) The Mayor Aldermen And Burgesses Of The County Borough Of Wolverhampton contains restrictive covenants.

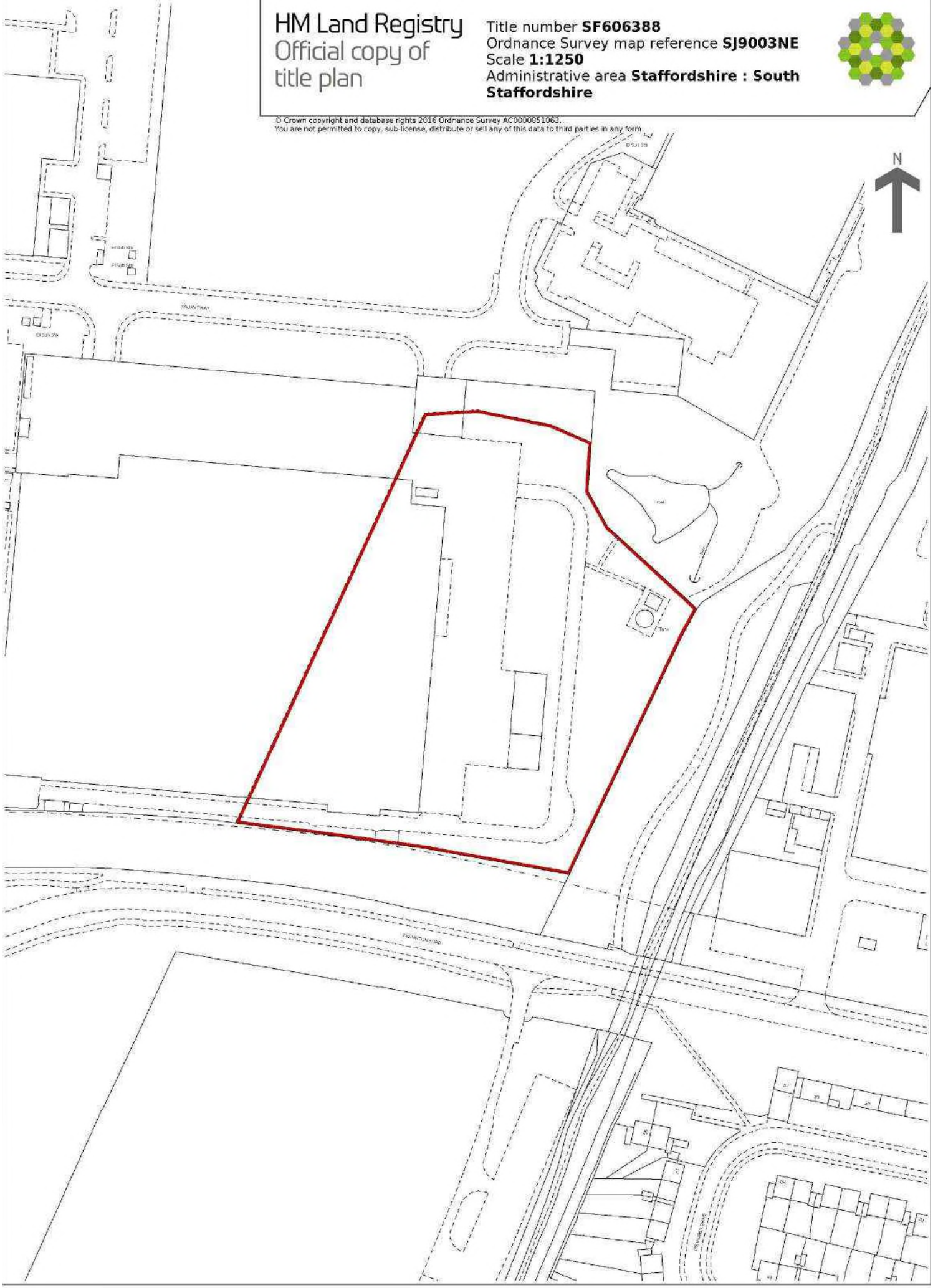
NOTE: Copy filed under SF573852.

2 (31.01.2013) A Transfer of the land in title SF586500 dated 18 January 2013 made between (1) Homes and Communities Agency and (2) Staffordshire County Council contains a reservation of a rentcharge as therein mentioned.

The said Deed also contains covenants.

NOTE: Copy filed under SF586500.

End of register



This official copy is incomplete without the preceding notes page.

Official copy of register of title

Title number SF470338 | Edition date 08.12.2023

- This official copy shows the entries on the register of title on 09 MAY 2024 at 11:39:44.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 10 Jul 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Birkenhead Office.

A: Property Register

This register describes the land and estate comprised in the title.

STAFFORDSHIRE : SOUTH STAFFORDSHIRE

1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land on the north side of Wobaston Road, Wolverhampton.

NOTE 1: The land tinted green is not included in the title.

NOTE 2: The ditch between points A and B, C and D and D and E on the title plan is not included in the title.

2 The land tinted mauve and tinted blue on the title plan has the benefit of the following rights granted by a Conveyance thereof dated 4 December 1972 made between (1) Coutaulds Limited (Vendor) and (2) Richards Developments Limited (Purchaser):-

"TOGETHER WITH full and free right of way at all times and for all purposes for the Purchaser and its successors in title in common with all other persons entitled thereto over and along the strip of land twelve feet wide between the points marked "A" and "B" and coloured yellow on the plan annexed hereto AND TOGETHER ALSO WITH a right of way in common with Richard Fowler-Butler and his tenants of the adjoining property and all persons authorised by them at all times and for all purposes with or without horses cattle waggons and other vehicles over and along the farm road leading from the pieces of land hereby conveyed to the main road from Pendeford to Wolverhampton and which said road is coloured brown on the said plan."

NOTE: The strip of land between points "A" and "B" and coloured yellow referred to is tinted yellow on the title plan and the right of way coloured brown referred to is tinted brown on the title plan.

3 (19.08.2011) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

4 (22.08.2011) The land has the benefit of the rights reserved by the Transfer dated 5 August 2011 referred to in the Charges Register.

5 (19.09.2012) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered SF583099 in green on the title plan dated 12 September 2012

A: Property Register continued

made between (1) Homes and Communities Agency and (2) Eurofins Food Testing UK Limited.

NOTE: Copy filed under SF583099.

6 (31.01.2013) The land has the benefit of any legal easements granted by the Transfer dated 18 January 2013 referred to in the Charges Register but is subject to any rights that are reserved by the said deed and affect the registered land.

7 (11.02.2014) The land has the benefit of the rights granted by a Deed dated 29 February 2012 made between (1) Pritchard Estates (Staffs) Limited and (2) Homes And Communities Agency and Wolverhampton City Council.

NOTE: Copy filed under SF84303.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (18.05.2015) PROPRIETOR: MOOG WOLVERHAMPTON LIMITED (Co. Regn. No. 07008386) care of Moog Contols Limited, Aschurch Industrial Estate, Tewkesbury, Gloucestershire GL20 8NA.

2 (10.10.2011) A Transfer of the land tinted mauve and tinted blue on the title plan to a former proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

3 (10.10.2011) A Transfer of the land tinted pink on the title plan to a former proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

4 (26.07.2012) RESTRICTION: No disposition of the registered estate of the land cross-hatched mauve on the title plan by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Jaguar Cars Limited or their conveyancer of Abbey Road, Whitley, Coventry, CV3 4LF that the provisions of clause 6.7(a) of an Agreement dated 23 March 2012 made between (1) Homes and Communities Agency (2) Wolverhampton City Council (3) Staffordshire County Council and (4) Jaguar Cars Limited have been complied with or that they do not apply to the disposition.

5 (31.01.2013) RESTRICTION: No disposition of the part of the registered estate edged brown on the title plan by the proprietor of the registered estate is to be registered without a certificate signed by or on behalf of Staffordshire County Council and Wolverhampton City Council that the provisions of 12.14.5 of the Transfer dated 18 January 2013 referred to in the Property Register have been complied with.

NOTE: By an order dated 19 February 2024 made under section 41(2) of the Land Registration Act 2002 the restriction set out above was disapplied in relation to an application to register a Lease made between (1) Moog Wolverhampton Limited and (2) Centrica Business Solutions (Generation) Limited provided the application to register the Lease is made within 6 months of the date of the order and that the application is in due course completed by registration.

6 (18.05.2015) The price stated to have been paid on 2 April 2015 for the land in this title and in SF498970 and SF606388 was £113,740 plus VAT.

7 (18.05.2015) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 A Conveyance of the land tinted mauve on the title plan and other land dated 16 June 1925 made between (1) Richard Fowler-Butler (Vendor) (2) Caroline Anne Fowler-Butler and (3) Courtaulds Limited (Company) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

2 A Deed of Grant dated 26 March 1969 made between (1) Courtaulds Limited (Grantor) and (2) West Midlands Gas Board (Board) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

3 The land is subject to the following rights granted by the Deed of Grant dated 26 March 1969 referred to above:-

"THE Grantor as Beneficial Owner (and to the intent that the easements hereby granted shall be appurtenant to the statutory gas undertaking of the Board) hereby grants unto the Board TO HOLD the same unto the Board in fee simple subject to the tenancy referred to int he Second Schedule hereto the easements to lay cosntruct inspect maintain use replace remove or render unusable a main or pipe for the transmission or storage of gas or other materials connected with the exercise and performance of the functions of the Board and all necessary apparatus ancillary thereto (all hereinafter together called "the said Works") in upon and over a strip or strips of land twenty feet in width indicated for identifications purposes only by the line or lines marked in pink on the plan or plans annexed hereto (hereinafter called "the said strip of land") and to pass over the said stip of land and over strips of land ten feet wide adjoining the said strip of land for the purposes of the said works and of any works of the Board continuous therewith and over the said land for the purposes of access to the said strip of land at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus."

NOTE: The strip of land marked in pink referred to is shown by a blue broken line on the title plan.

4 A Deed of Grant dated 10 April 1969 made between (1) The Mayor Aldermen and Burgesses of The Borough of Wolverhampton (Grantor) and (2) West Midlands Gas Board (Board) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

5 The land is subject to the following rights reserved by the Deed of Grant dated 10 April 1969 referred to above:-

"The Grantor as Beneficial Owner (and to the intent that the easements hereby granted shall be appurtenant to the statutory gas undertaking of the Board) hereby grants unto the Board TO HOLD the same unto the Board in fee simple the easements to lay construct inspect maintain use replace remove or render unusable a main or pipe for the transmission or storage of gas or other materials connected with the exercise and performance of the functions of the Board and all necessary apparatus ancillary thereto (all hereinafter together called "the said works) in upon and over a strip of land twenty feet in width indicated for identification purposes only by the line or lines marked in pink on the plan or plans annexed heerto (hereinafter called "the said strip of land") and to pass over the said strip of land and over strips of land ten feet wide adjoining the said strip of land for the purposes of the said works and of any works of the Board continuous therewith and over the said land for the purposes of access to the said strip of land at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus"

NOTE: The strip of land marked in pink referred to is shown by a brown broken line on the title plan.

6 A Deed of Grant dated 2 July 1974 made between (1) Richardsons Developments Limited (Grantor) and (2) British Gas Corporation (Corporation) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

7 The land is subject to the following rights granted by the Deed of Grant dated 2 July 1974 referred to above:-

C: Charges Register continued

"The Grantor as beneficial owner (and to the intent that the easements hereby granted shall be appurtenant to the statutory gas under-taking of the Corporation) hereby grants unto the Corporation THE easements to lay construct inspect maintain protect use replace remove or render unusable a main or pipe for the transmission or storage of gas or other materials connected with the exercise and performance of the functions of the Corporation and all necessary apparatus ancillary thereto (all hereinafter together called "the said works") in upon and over (a) strip of land forty feet in width coloured pink for identification purposes only on the plan annexed hereto (hereinafter called "the said strip of land") and to pass over the said strip of land for the purposes of the said works and of any works of the Corporation contiguous therewith and over the said land for the purpose of access to the said strip of land at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus TO HOLD the same unto the Corporation in fee simple."

NOTE: The strip of land coloured pink referred to is shown by a yellow broken line on the title plan.

8 (28.08.2003) A Transfer of the land tinted pink on the title plan dated 30 April 2003 made between (1) Severn Trent Water Limited (Transferor) and (2) Severn Trent Property Limited (Transferee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

9 (28.08.2003) The land tinted pink on the title plan is subject to the following rights reserved by the Transfer dated 30 April 2003 referred to above:-

"13.1 Definitions

13.1.1 In this transfer the following words and expressions have the following meanings:

"Northern Retained Land" the land shown edged blue and hatched on Plan 4

"Organic Manure" as defined in the Regulations

"Regulations" the Action Programme for Nitrate Vulnerable Zones (England and Wales) Regulations

"Retained Land" the land shown edged blue on Plan 2 and including the existing bridge and track over the motorway and any replacement thereof and the existing track between points A and D.

"Treatment" the treatment of the Retained Land by Organic Manure prior to the sowing of crops on the Retained Land

13.2 Rights reserved for the benefit of the Retained Land

13.2.1 The following rights over the Property are reserved for the benefit of the Retained Land:

13.2.1.1 Right of way - a right of way in common with the owners of the Property and those authorised by them with or without vehicles over and along the land shown for identification coloured green on Plan 3 being not less than 10 metres in width ("the Northern Track") at all times and for all purposes.

13.2.1.2 Entry - the right for the owners of the Retained Land and those authorised by them to enter and remain upon so much as is necessary of the Property after reasonable prior notice (except in case of emergency) with or without workmen, plant and equipment to construct improve repair and maintain (without any obligation to do so) the Northern Track in connection with the exercise of the right of way referred to in paragraph 13.2.1.1 above

13.2.2 The rights of entry reserved by this transfer are subject to the owners of the Retained Land:

C: Charges Register continued

13.2.2.1 causing as little inconvenience as reasonably practicable to the owners of the Property in the exercise of these rights;

13.2.2.2 except in case of emergency, carrying out any works required in accordance with a programme of works, plans and specifications previously approved by the owners of the Property, such approval not to be unreasonably withheld or delayed;

13.2.2.3 making good as soon as reasonably practicable all damage caused to the property and any buildings from time to time on it to the reasonable satisfaction of the owners of the Property;

13.2.2.4 paying reasonable compensation to any person affected by any damage caused by the exercise of the rights which is not capable of being made good as mentioned above.

13.3 Rights reserved

13.3.1 The following right over the Property is reserved for the benefit of the Northern Retained Land:

A full and unrestricted right to the unimpeded discharge and flow from the Northern Retained Land (whether as at present constructed or as extended altered or rebuilt) of gases vapours fumes smells swarms of flies and other objectionable effluvia onto across or over the Property whether or not such discharge or flow would apart from this reservation and exception constitute a private nuisance to the owners or occupiers of the Property or any part or parts of it

13.3.2 The following right over the Property is reserved for the benefit of the Retained Land:

All rights necessary to carry out the Treatment (including but not limiting the generality of the foregoing):

13.3.2.1 the movement of Organic Manure to, and from around the Retained Land as necessary for the Treatment provided such movement shall not be over the Property;

13.3.2.2 the storage of Organic Manure on the Retained Land;

13.3.2.3 the application of Organic Manure on the Retained Land at such times and in such amounts set pursuant to the Regulations from time to time and in accordance with Environmental Laws relating thereto;

13.3.2.4 the removal of excess Organic Manure from the Retained Land as and when required;

PROVIDED that the Transferor will at all times in carrying out the Treatment comply with the Regulations and/or Environmental Law relating to the Treatment.

.....
..

13.5 Agreements and declarations

The Transferor and the Transferee declare that:

13.5.1 section 62 of the Law of Property Act 1925, Rule 251 Land Registration Rule 1925 and the rule in "Wheeldon v Burrows" do not apply to this transfer and no legal or other rights are granted over the Retained Land for the benefit of the Property or granted over the Property for the benefit of the Retained Land by this transfer except for those expressly granted or reserved by this transfer"

NOTE 1: The "Northern Retained Land" edged blue and hatched on Plan 4 referred to is shown hatched blue on the title plan

NOTE 2: The "Retained Land" edged blue on Plan 2 referred to is shown edged blue on the title plan and the points A and D are the points A and D shown on the title plan

C: Charges Register continued

NOTE 3: The land coloured green on Plan 3 referred to is shown cross hatched blue on the title plan.

10 (04.06.2004) UNILATERAL NOTICE in respect of an option to buy contained in an Agreement entitled "Northern Option Agreement" dated 30 April 2003 upon the terms as therein mentioned.

NOTE: Copy filed.

11 (04.06.2004) BENEFICIARY: Severn Trent Water Limited (Co. Regn. No. 2366686) of 2297 Coventry Road, Birmingham B26 3PU.

12 (04.06.2004) UNILATERAL NOTICE in respect of an option to buy contained in an Agreement entitled "Southern Option Agreement" dated 30 April 2003 upon the terms as therein mentioned.

NOTE: Copy filed.

13 (04.06.2004) BENEFICIARY: Severn Trent Water Limited (Co. Regn. No. 2366686) of 2297 Coventry Road, Birmingham B26 3PU.

14 (04.06.2004) UNILATERAL NOTICE in respect of an agreement to complete a Deed of Grant contained in the Agreement entitled "Southern Option Agreement" dated 30 April 2003 referred to above upon the terms as therein mentioned.

15 (04.06.2004) BENEFICIARY: Severn Trent Water Limited (Co. Regn. No. 2366686) of 2297 Coventry Road, Birmingham B26 3PU.

16 (19.08.2011) The land is subject to the rights granted by a Transfer of the land edged and numbered SF574239 in green on the title plan dated 16 August 2011 made between (1) Advantage West Midlands and (2) The Secretary of State for Transport.

NOTE: Copy filed under SF574239.

17 (22.08.2011) The land is subject to the rights granted by a Transfer of the land edged and numbered SF574264 in green on the title plan dated 5 August 2011 made between (1) Advantage West Midlands and (2) Western Power Distribution (West Midlands) Plc.

The said transfer also contains restrictive covenants by the transferor.

NOTE: Copy filed under SF574264.

18 (04.04.2012) UNILATERAL NOTICE in respect of an Agreement for Sale and Purchase dated 23 March 2012 made between (1) Homes and Communities Agency (2) Staffordshire County Council and (3) Wolverhampton City Council.

19 (04.04.2012) BENEFICIARY: Staffordshire County Council of 2 Staffordshire Place, Stafford, c/o Wedgwood Building, Tipping Street, Stafford ST16 2DH.

20 (30.08.2012) UNILATERAL NOTICE affecting the land edged red on plan in respect of an Agreement dated 22 July 2011 made between (1) Advantage West Midlands and (2) Eurofins Laboratories Limited.

NOTE: Copy plan filed.

21 (30.08.2012) BENEFICIARY: Eurofins Laboratories Limited of I54 Business park, Valiant Way, Wolverhampton WV9 5GB.

22 (26.07.2012) UNILATERAL NOTICE affecting all the land except the land cross-hatched brown on the title plan in respect of of a contract to purchase dated 23 March 2012 made between (1) Homes and Communities Agency (2) Wolverhampton City Council (3) Staffordshire County Council and (4) Jaguar Cars Limited.

23 (26.07.2014) BENEFICIARY: Jaguar Cars Limited of Abbey Road, Whitley, Coventry CV3 4LF.

24 (31.01.2013) A Transfer of the land in title SF586500 dated 18 January 2013 made between (1) Homes and Communities Agency and (2)

C: Charges Register continued

Staffordshire County Council contains a reservation of a rentcharge as therein mentioned.

The said Deed also contains covenants.

NOTE: Copy filed under SF586500.

Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 16 June 1925 referred to in the Charges Register:-

"The Company with the intent to bind all persons in whom the said plot of land shall from time to time be vested but not so as to be liable under this covenant after they have parted with the said plots hereby covenant with the Vendor his heirs executors administrators and assigns as follows:-

(a) At all times hereafter to pay one half of the expense of repairing and maintain the portion of the said farm road coloured yellow on the said plan

(b) (1) To erect and for ever hereafter maintain a post and rail fence between the points marked A and B on the said plan

.....
..

(d) To keep the whole of the drains now or or upon the said land hereby conveyed proeprly cleansed and open or to provide other sufficient and proper means for carrying away such surface water drainage from the remaining lands of the Vendor as now enters the existing drains in or upon the said land hereby conveyed

(e) Not to let the Shooting or other Sporting rights (if any) over the said land to any person or persons whatsoever but this covenant shall not preclude the Company from exercising its rights under the Ground Game Acts."

NOTE: The farm road coloured yellow is tinted brown on the title plan. The points A and B are shown as points F and G respectively on the title plan.

2 The following are details of the covenants contained in the Deed of Grant dated 26 March 1969 referred to in the Charges Register:-

"THE Grantor (to the intent and so as to bind the said land and every part thereof into whosesoever hands the same may come and to benefit the easements hereby granted) hereby covenants with the Board as follows:-

(i) The Grantor shall not do or cause or permit to be done on the said land anything calculated or likely to cause damage or injury to the said works and will take all reasonable precautions to prevent such damage or injury

(ii) The Grantor shall not without the prior consent in writing of the board make or cause or permit to be made any material alterations to or any deposit of any thing upon any part of the said strip of land or any part of the said land being a party near than ten feet measured in any direction from the said strip of land so as to interfere with or obstruct the access thereto or to the said works by the Board or so as to lessen or in any way interfere with the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works

(iii) The Grantor shall not erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in through upon or over the said strip of land nor save with the consent in writing of the Board (which consent shall not be unreasonably withheld) any part of the said land being a part nearar than ten feet measured in any direction from the said strip of land

Schedule of restrictive covenants continued

PROVIDED that nothing in this clause shall prevent the Grantor from installing any necessary service pipes drains wires or cables under the supervision and with the consent (which shall not be unreasonably withheld) of the Board or their agents or carrying on normal agricultural operations or acts of good husbandry fencing hedging and ditching not causing such interference obstruction or material reduction of the depth of soil as aforesaid."

NOTE: The strip of land referred to is shown by a blue broken line on the title plan.

3 The following are details of the covenants contained in the Deed of Grant dated 10 April 1969 referred to in the Charges Register:-

"THE Grantor (to the intent and so as to bind the said land and every part thereof into whosesoever hands the same may come and to benefit and protect the easements hereby granted) hereby covenants with the Board as follows:-

(i) The Grantor shall not cause or permit to be done on the said land anything calculated or likely to cause damage or injury to the said works and will take all reasonable precautions to prevent such damage or injury

(ii) The Grantor shall not without the prior consent in writing of the Board make or cause or permit to be made any material alteration to or any deposit of any thing upon any part of the said strip of land or any part of the said land being a part of the said land being a part nearer than ten feet measured in any direction from the said strip of land so as to interfere with or obstruct the access thereto or to the said works by the Board or so as to lessen or in any way interfere with the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works

(iii) The Grantor shall not erect or install or cause or permit to be erected or installed any building or struture or permanent apparatus in through upon or over the said strip of land nor save with the consent in writing of the Board (which consent shall not be unreasonably withheld) any part of the said land being a part nearer than ten feet measured in any direction from the said strip of land

PROVIDED that nothing in this clause shall prevent the Grantor from installing any necessary service pipes drains wires or cables under the supervision and with the consent (which shall not be unreasonably withheld) of the Board or their agents or carrying on normal agricultural operatons or acts of good husbandry including fencing hedging and ditching not causing such interference obstruction or material reduction of the depth of soil as aforesaid"

NOTE: The strip of land referred to is shown by a yellow broken line on the title plan.

4 The following are details of the covenants contained in the Deed of Grant dated 2 July 1974 referred to in the Charges Register:-

"THE GRANTOR (to the intent and so as to bind the said land and land of the Grantor adjoining thereto and every part thereof into whosesoever hands the same may come and to benefit and protect the easements hereby granted hereby covenants with the Corporation as follows:-

(i) The Grantor shall not do or cause or permit to be done on the said land or land of the Grantor adjoining thereto anything calculated or likely to cause damage or injury to the said works and will take all reasonable precautions to prevent such damage or injury

(ii) The Grantor shall not without the prior consent in writing of the Corporation make or cause or permit to be made any material aleration to or any deposit of anything upon any part of the said strip of land so as to interfere with or obstruct the access thereto or to the said works by the Corporation or so as to lessen or in any way interfere with the support afforded to the said works by the surrounding soil

Schedule of restrictive covenants continued

including minerals or so as materially to reduce the depth of soil above the said works.

(iii) The Grantor shall not erect or install or cause or permit to be erected in installed any building or structure or permanent apparatus in through upon or over the said strip of land PROVIDED that nothing in this Clause shall prevent the Grantor from installing any necessary service pipes drains wires or cables under the supervision and with the consent (which shall not be unreasonably withheld) of the Corporation of their agents or carry on normal agricultural operations or acts of good husbandry including fencing hedging and ditching not cause such interference obstruction or material reduction of the depth of soil as aforesaid."

NOTE: The strip of land referred to is shown by a brown broken line on the title plan.

5 The following are details of the covenants contained in the Transfer dated 30 April 2003 referred to in the Charges Register:-

"13.4 Restrictive covenants by the Transferee

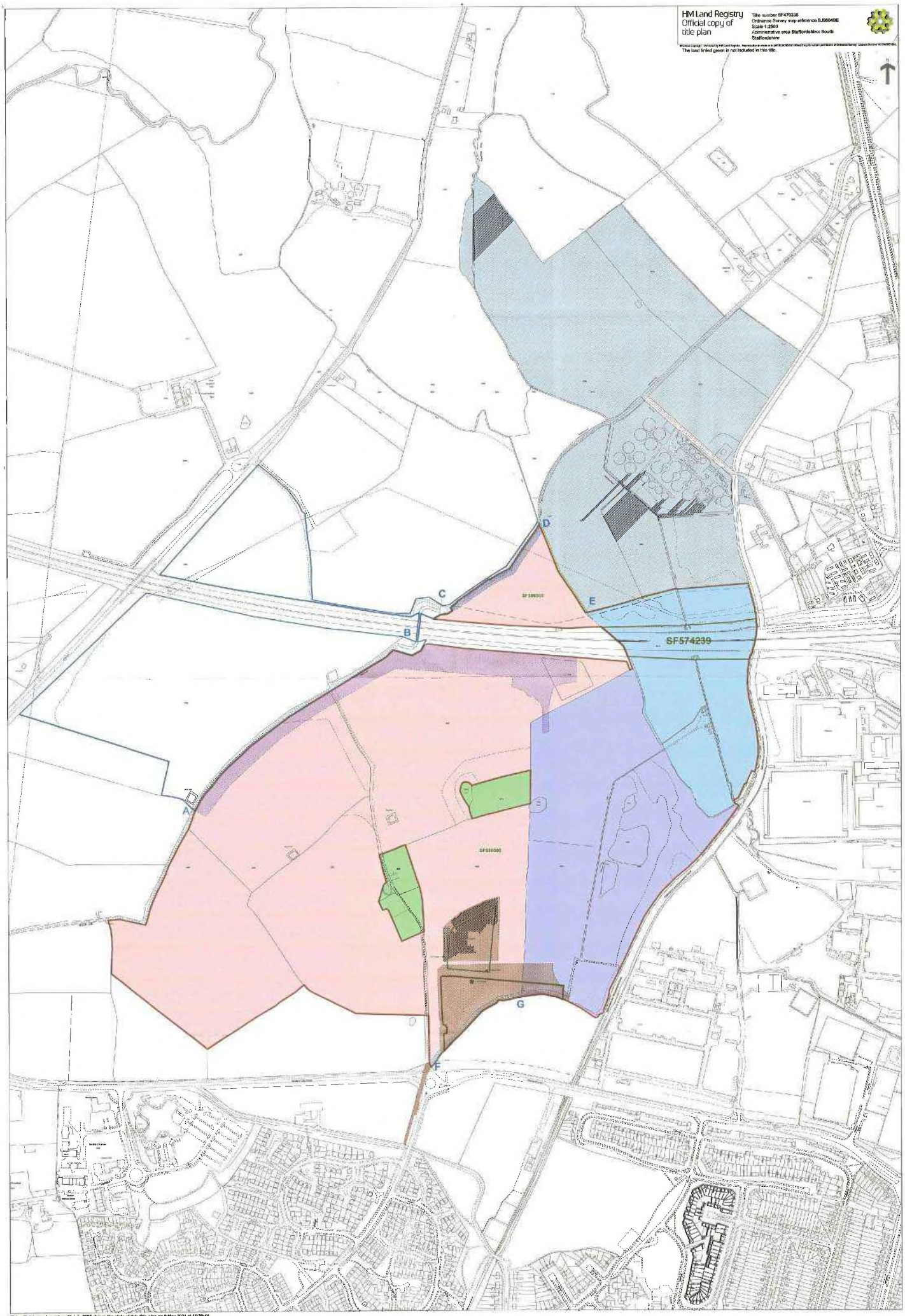
13.4.1 The Transferee and its successors in title covenants with the Transferor and its succesors in title for the benefit of the Retained Land and to bind the Property that the owners of the Property will not:

13.4.1.1 use or permit the Property to be used during the period of 20 years from the date hereof for any retail or residential use provided this covenant shall not prevent the use of the Property either for a use falling within Class A1 of the Order up to a maximum of 1,858 square metres of Gross Internal Area subject to any single unit not exeeding 929 square metres of Gross Internal Area and/or a residential use which is ancillary to and connected with the permitted use of the Property aforesaid for a use within Class A1;

13.4.1.2 "The Order" for the purpose of paragraph 13.4 means the Town and Country Planning (Use Classes) Order 1987 and any reference to the Order is to be the same as enacted at the date hereof.

13.4.2 "Gross Internal Area" for the purpose of paragraph 13.4 has the meaning contained in the latest RICS Code of Measuring Practice as at the date hereof."

End of register



This official copy issued on 10 July 2025 shows the state of this title plan on 9 May 2024 at 11:39:44.
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by HM Land Registry, Durham Office.

Official copy of register of title

Title number SF694209 | Edition date 18.12.2023

- This official copy shows the entries on the register of title on 09 MAY 2024 at 11:39:44.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 10 Jul 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Birkenhead Office.

A: Property Register

This register describes the land and estate comprised in the title.

STAFFORDSHIRE : SOUTH STAFFORDSHIRE

1 (18.12.2023) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being part of Unit H, Valiant Way, Pendeford, Wolverhampton (WV9 5GB).

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

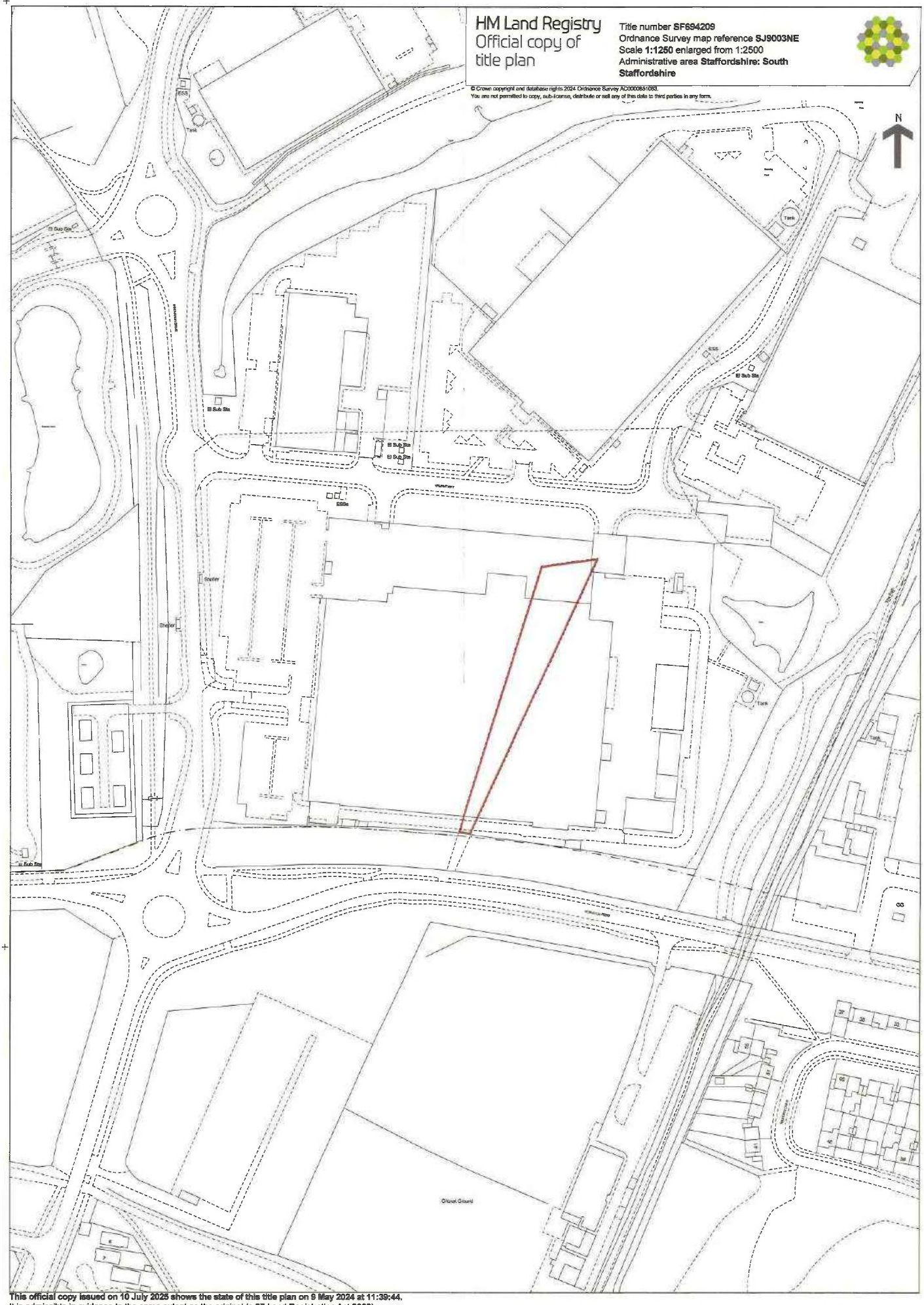
1 (18.12.2023) PROPRIETOR: MOOG WOLVERHAMPTON LIMITED (Co. Regn. No. 07008386) of Unit H, Valiant Way, Wolverhampton WV9 5GB.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (18.12.2023) The land is subject to such restrictive covenants as may have been imposed thereon before 18 December 2023 and are still subsisting and capable of being enforced.

End of register



This official copy issued on 10 July 2025 shows the state of this title plan on 9 May 2024 at 11:39:44.
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by HM Land Registry, Durham Office.

Official copy of register of title

Title number SF706146 | Edition date 09.05.2024

- This official copy shows the entries on the register of title on 01 SEP 2025 at 22:05:03.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 01 Sep 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Birkenhead Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

STAFFORDSHIRE : SOUTH STAFFORDSHIRE

1 (09.05.2024) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being the airspace extending to 5 metres vertically above the Roof of Unit H, Valiant Way, Pendeford, Wolverhampton (WV9 5GB).

2 (09.05.2024) The land has the benefit of any legal easements reserved by the Transfer dated 18 January 2013 referred to in the Charges Register but is subject to any rights that are granted by the said deed and affect the registered land.

3 (09.05.2024) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 1 May 2024
Term : 27 years from and including 1 May 2024
Parties : (1) Moog Wolverhampton Limited
(2) Centrica Business Solutions (Generation) Limited

4 (09.05.2024) The Lease prohibits or restricts alienation.

5 (09.05.2024) The landlord's title is registered.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (09.05.2024) PROPRIETOR: CENTRICA BUSINESS SOLUTIONS (GENERATION) LIMITED (Co. Regn. No. 02592745) of Millstream, Maidenhead Road, Windsor SL4 5GD.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (09.05.2024) The land tinted mauve in the title plna is subject to such restrictive covenants as may have been imposed thereon before 18 December 2023 and are still subsisting and capable of being enforced.

2 (09.05.2024) A Conveyance of the freehold estate land in the land tinted pink on the title plan and other land dated 4 March 1937 made between (1) John Patrick Moreton (2) Grace Moreton and Others and (3) The Wolverhampton And Dudley Breweries Limited contains restrictive covenants.

NOTE: Copy filed under SF498970.

3 (09.05.2024) A Conveyance of the freehold estate in the land tinted blue on the title plan and other land dated 30 April 1938 made between (1) John Patrick Moreton MC (2) Grace Moreton, John Edward Chubb and John Patrick Moreton and (3) The Mayor Aldermen And Burgesses Of The County Borough Of Wolverhampton contains restrictive covenants.

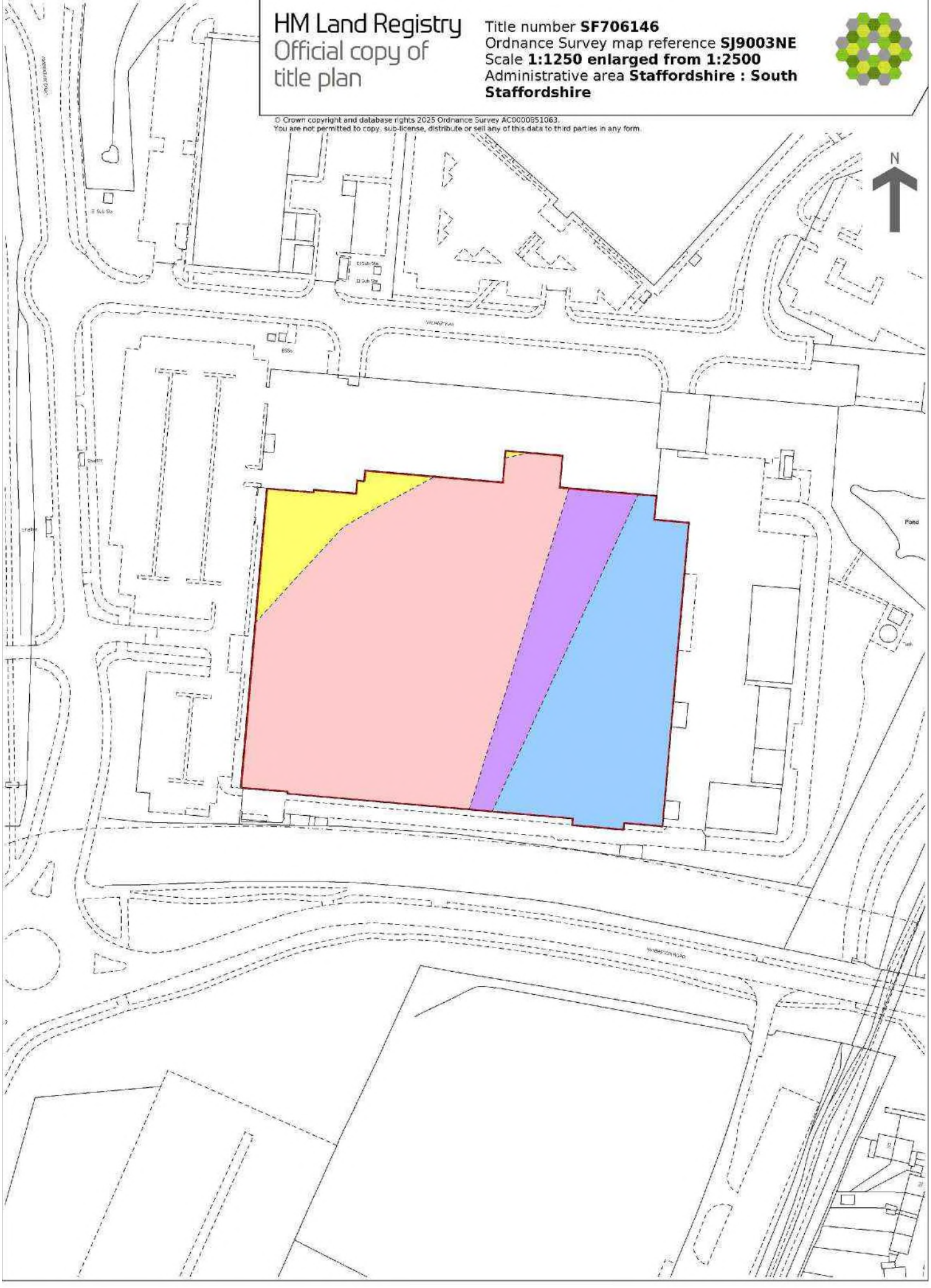
NOTE: Copy filed under SF573852.

4 (09.05.2024) A Transfer of the land in title SF586500 dated 18 January 2013 made between (1) Homes and Communities Agency and (2) Staffordshire County Council contains a reservation of a rentcharge as therein mentioned.

The said Deed also contains covenants.

NOTE: Copy filed under SF586500.

End of register



This official copy is incomplete without the preceding notes page.


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154



Official copy of register of title

Title number GR476429 | Edition date 23.08.2023

- This official copy shows the entries on the register of title on 10 JUL 2025 at 10:52:32.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 10 Jul 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Gloucester Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

GLOUCESTERSHIRE : TEWKESBURY

1 (23.08.2023) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Land And Industrial Building, Tewkesbury Road, Ashchurch, Tewkesbury (GL20 8JS).

2 (23.08.2023) The land tinted pink on the title plan has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance of the freehold estate in the land in this title and other land dated 30 March 1962 made between (1) Dowty Mining Equipment Limited (Vendor) and (2) Dowty Seals Limited (Purchaser):-

"TOGETHER with the right of drainage of water through the thirty six inch culvert under the adjoining property of the Vendor shown and edged green on the said plan and the right to enter upon such adjoining land for the purpose of inspecting cleansing and repairing such culvert the Purchaser making good all damage caused by such entry cleansing and repair.

THERE is excepted and reserved to the Vendor and its assigns out of this Conveyance the right to the drainage of water through the thirty six inch culvert under the property hereby conveyed and the right to enter upon such property for the purpose of inspecting cleansing and repairing such culvert the Vendor or its assigns making good all damage caused by such entry cleansing and repair."

NOTE: The land edged green referred to adjoins the eastern boundary of the land in this title.

3 (23.08.2023) The land tinted pink on the title plan has the benefit of the rights granted by but is subject as mentioned in a Deed dated 21 February 1963 made between (1) Dowty Mining Equipment Limited (Vendor) (2) Dowty Seals Limited (Purchaser) and (3) Dowty Hydraulic Units Limited (Dowty Hydraulics) in the following terms:-

"THE Vendor as Beneficial Owner hereby grants unto the Purchaser ALL

A: Property Register continued

THOSE the rights and easements set out in the First Schedule hereto.

THE Purchaser as Beneficial Owner hereby grants unto the Vendor ALL THOSE the rights and easements set out in the Third Schedule hereto.

THE FIRST SCHEDULE referred to

(a) The right to the free and uninterrupted supply of gas through the 4 inch gas main shown and coloured light brown on the plan annexed hereto the Purchaser paying for the cost of all gas consumed by it

(b) The right to the free and uninterrupted flow of effluent through the 4 inch effluent drain and the 12 inch soil drain shown and coloured magenta on the said plan

(c) The right to the free and uninterrupted flow of soil through the 12 inch soil drain shown and coloured magenta on the said plan

(d) The rights set out in the Fifth Schedule hereto so far as they are applicable to the foregoing rights.

THE THIRD SCHEDULE

(a) The right to the free and uninterrupted supply of electricity through the underground cable shown and coloured green on the said plan the Vendor paying for the cost of all electricity so supplied to it.
(b) The rights set out in the Fifth Schedule hereto so far as they are applicable to the foregoing rights

THE FIFTH SCHEDULE referred to

(a) The right to enter upon the land upon which the said pipes mains drains cables ducts services or systems are situate and to open up the said ground for the purpose of inspecting repairing replacing and renewing the said pipes mains drains cables ducts services or systems doing as little damage as may be and restoring the surface of the said land as soon as reasonably possible and making good at its own expense all damage and disturbance which may be caused to any building erection or machinery or to the surface of the said land in the exercise of such right."

NOTE: No copy of the plan referred to above was lodged on first registration.

4 (23.08.2023) The land has the benefit of the following rights granted by the Deed dated 20 September 1982 referred to in the Charges Register:-

"THE Authority as Beneficial Owner hereby grants unto Mining and hereby separately grants unto Seals the right to discharge (whether directly or via the pump house whose position or approximate position is shown on the plan annexed hereto) into the sewer and into any other sewer of the Authority which may within seventy nine years be laid in under over or on any part of the land edged green and/or blue on the said plan sewage water soil and trade effluent from the said land edged green and/or the land edged blue on the said plan and all buildings now or hereafter thereon and for that purpose to make connections thereto PROVIDED that the total combined discharge shall not exceed 105,000 gallons per day TO HOLD unto Mining and unto Seals respectively in fee simple and to the intent that such rights shall be appurtenant to the said land edged green and to the said land edged blue and each and every part thereof."

5 (23.08.2023) By a Deed dated 4 August 1992 made between (1) Dowty Seals Limited and (2) Dowty Group Services Limited the rights contained in the Conveyance dated 30 March 1962 referred to above and the rights and easements for a supply of electricity through an underground cable on the Dowty Seals site and of entry on the Dowth Seals Site set out in paragraphs (a) and (b) of the Third Schedule to the Deed dated 21 February 1963 referred to above were expressed to be released.

6 (23.08.2023) A Transfer of the freehold estate in the land in this title dated 18 August 2006 made between (1) Trelleborg Sealing

A: Property Register continued

Solutions Uk Limited and (2) Easter Developments (Tewkesbury) Limited contains the following provision:-

" The Property will not by virtue of this Deed have any rights easements or the benefit of any other matters over land retained by the Transferor other than those (if any) which are expressly mentioned in or granted by this Deed and Section 62 of the Law of Property Act 1925 will not apply to the transfer effected by this Deed."

7 (23.08.2023) A Transfer of the freehold estate in the land in this title dated 8 March 2021 made between (1) Sainsbury's Supermarkets Limited and (2) Barberry Industrial Limited contains a provision relating to the creation and/or passing of easements.

NOTE: Copy filed under GR265196.

8 (23.08.2023) A Transfer of the freehold estate in the land in this title dated 8 March 2021 made between (1) Barberry Industrial Limited and (2) Uttlesford District Council contains a provision relating to the creation and/or passing of easements.

NOTE: Copy filed under GR265196.

9 (23.08.2023) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 15 August 2023
Term : 35 years from and including 23 May 2023 to and including 22 May 2058
Parties : (1) Uttlesford District Council
(2) Moog Controls Limited
(3) Moog Inc.

10 (23.08.2023) The Lease prohibits or restricts alienation.

11 (23.08.2023) The landlord's title is registered.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (23.08.2023) PROPRIETOR: MOOG CONTROLS LIMITED (Co. Regn. No. 01171948) of Ashchurch Road, Ashchurch, Tewkesbury GL20 8NA.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (23.08.2023) A Conveyance of the land edged brown on the title plan and other land dated 25 July 1969 made between (1) British Railways Board (Board) and (2) Dowty Seals Limited (Purchasers) contains the following covenants:-

"FOR the benefit and protection of such part of the adjoining or neighbouring property of the Board as is capable of being benefited or protected and with intent to bind so far as legally may be themselves and their successors in title the owners for the time being of the property or any part thereof in whosoever hands the same may come the Purchasers covenant with the Board as follows:-

(1) Not at any time to erect any building or structure on the property within a distance of ten feet of the Board's adjoining land and works or to make any addition within that distance to any existing building or structure on the property or to execute any works on the property within that distance without

(a) Previously submitting detailed plans and sections thereof to the

C: Charges Register continued

Board and obtaining their approval thereto (such approval not to be unreasonably withheld) and

(b) Complying with such reasonable conditions as to foundations or otherwise as the Board shall deem it necessary to impose.

.....

(3) Not at any time to work any mines or minerals under the property."

2 (23.08.2023) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 20 September 1982 made between (1) Dowty Mining Limited (Mining) (2) Dowty Seals Limited (Seals) and (3) Severn Trent Water Authority (Authority):-

"In further pursuance of the said agreement and in consideration of the Authority's covenants hereinafter contained Seals as Beneficial Owner and to the same intent hereby grants unto the Authority the same perpetual easements rights powers and privileges in through under over or upon the Seals land as by Clause 1 hereof are granted in through under over or upon the Mining land an d upon the same terms and conditions and stipulations the intention being that this Deed shall have effect as if the said Clause 1 were herein repeated at length but with the substitution throughout of "Seals" and "the Seals strip of land" for Mining" and "the Mining strip of land"

Details of Clause 1 referred to above are set out below:-

"(a) The right of constructing placing and laying at any time or times hereafter and of thereafter using inspecting the condition of reconstructing replacing relaying enlarging maintaining cleansing repairing conducting and managing the sewer and all necessary proper and convenient works and apparatus incidental thereto in through under over or upon the Mining strip of land in an approximate position shown by a red line on the plan annexed hereto

(b) The right of having and enjoying the free flow and passage of sewage water and soil and other materials connected with the exercise and performance of the functions of the Authority in relation thereto by means of the sewer as existing from time to time in through under over or upon the Mining strip of land and

(c) For the purposes hereof (and for similar purposes in relation to any connected length of pipes or works incidental thereto) the right (on giving reasonable prior notice except in a case of emergency) at any time and at all times in the day or night time with or without vehicles machinery servants workmen and others and all necessary materials to enter into and upon and pass and re-pass along and over the Mining strip of land by a route within the same or by such (if any) other convenient route from a public highway as the Authority shall with the approval of Mining (which shall not be unreasonably withheld) from time to time require doing and occasioning no unreasonable damage thereto or to Mining's adjoining land for all purposes connected with the laying construction inspection maintenance repair alteration cleansing or renewal of the sewer

(d) The right in exercising the said rights to make all necessary excavations and to tip soil on so much of the Mining strip of land immediately adjoining such excavation as shall be necessary or desirable for the protection of the sewer Provided that any top soil so tipped shall so far as reasonably practicable be of similar quality to that on the Mining strip of land

(e) The right of removing and taking away from the Mining strip of land for its own use all sub-soil found surplus to requirements after surface damage has been made good in accordance with the covenants on the part of the Authority hereinafter contained

(f) The right of temporarily fencing off the Mining strip of land from the adjoining and adjacent land of Mining for so long as may be necessary during and for the purpose of the execution by the Authority

C: Charges Register continued

of any of the works or operations hereby authorised

(g) The right of support for the sewer from the subjacent and adjacent land and soil including minerals of Mining."

The said Deed also contains the following covenants by the Grantor:-

"Mining to the intent that the burden of this covenant may run with the Mining strip of land and so as to bind (so far as practicable) the Mining strip of land into whosesoever hands the same may come and every part thereof and to benefit and protect the sewer and undertaking of the Authority and each and every part thereof capable of being so benefited or protected but not so as to render Mining personally liable for any breach of covenant committed after Mining shall have parted with all interest in the land in respect of which such breach shall occur hereby covenants with the Authority that Mining will at all times hereafter not use or permit or knowingly suffer to be used the Mining strip of land or any adjoining or adjacent land of Mining for any purpose or do permit or knowingly suffer anything thereon which may endanger injure or damage the sewer or interfere with the free flow and passage of sewage water soil or other materials through the same or otherwise impede hinder or interfere with the exercise of the said rights by the Authority."

NOTE: No copy of the plan referred to above was lodged on first registration.

3 (23.08.2023) The land affected thereby is subject to the following exceptions and reservations in favour of the Dowty Mining Site and the rights granted to Dowty Mining in the Deed of Exchange Grant and Surrender dated 12 May 1989 made between (1) Dowty Mining Equipment Limited and (2) Dowty Seals Limitedreferred to in the Charges Register:-"EXCEPT AND RESERVING unto Dowty Mining in fee simple for the benefit of the Dowty Mining Site and each and every part thereof the rights specified in Part 1 of the Sixth Schedule.....
5. Drainage rights 5.1 DOWTY SEALS as beneficial owner of the Dowty Seals Site HEREBY GRANTS to Dowty Mining the rights set out in Part II of the Sixth Schedule.

THE SIXTH SCHEDULE Part 1

Drainage Exceptions and Reservations in favour of Dowty Mining
(a) The right to enter into the Purple Land on reasonable notice for the purpose of inspecting maintaining repairing and renewing a drain ("the New Drain") under the Purple Land leading from the Dowty Mining Site to the manhole on the Dowty Seals Site marked "MH15" on the Plan the persons exercising such right causing as little disturbance as possible thereby and making good any damage thereby caused .(b) The right to the passage of water soil and trade effluent from the Dowty Mining Site through the New Drain under the Purple Land Dowty Mining at its own expense maintaining the New Drain in good and substantial repair and condition.
(c) The right at any time within the Perpetuity Period to enter onto the Purple Land for the purpose of laying further drains to the north of the public sewer (marked "Gravity TBC Foul Water Sewer" on the Plan) and connecting the same to the public sewer and thereafter inspecting maintaining repairing and renewing the same.
Subject to the persons exercising such rights:-
(i) causing as little disturbance as possible thereby and making good all damage thereby caused(ii) observing the requirement set out in sub-paragraph (ii) of Paragraph 1 of Part 11 of this Schedule and(iii) maintaining all such drains in good and substantial repair and condition.

PART II

Drainage rights granted by Dowty Seals to Dowty Mining
1. Subject as hereinafter mentioned:-
(a) the right to enter on reasonable notice onto the Dowty Seals Site for the purpose of inspecting maintaining repairing and renewing the New Drain (b) the right to the passage of water soil and trade effluent from the Dowty Mining Site through the New Drain under the Dowty Seals

C: Charges Register continued

Site (c) the right at any time within the Perpetuity Period to enter onto the Dowty Seals Site for the purpose of laying further drains to the north of the said public sewer connecting the Dowty Mining Site to the said public sewer and thereafter inspecting maintaining repairing and renewing the same.
The foregoing rights in paragraphs (a) (b) and (c) of this paragraph 1 are granted subject to the persons exercising the same:-
(i) causing as little disturbance as possible thereby and making good all damage thereby caused(ii) ensuring that there shall not be discharged from the Dowty Mining Site and/or the Brown Land into the said public sewer (whether via the said manhole marked MH15 or by any other route or by a combination of routes and whether or not those routes are on the Dowty Seals Site) water sewage soil trade effluent or other matter having a combined volume in excess of 75,000 gallons per day (iii) maintaining the New Drain and any further drains as aforesaid in good and substantial repair and condition 2. Subject as hereinafter mentioned:-
(a) the right in common with all others entitled thereto to enter on reasonable notice onto the part of the Dowty Seals Site shown hatched pink on the Plan for the purpose of inspecting maintaining repairing and renewing the interceptor chamber shown coloured pink on the Plan ("the Interceptor Chamber") (b) the right in common with Dowty Seals and all other persons authorised by it to the passage of surface water only from the Dowty Mining Site through the surface water drain ("the Surface Water Drain") along the route shown on the Plan by a broken pink line (or such relocated route as Dowty Seals may from time to time require) running under the Dowty Seals Site (c) the right to enter on reasonable notice onto the Dowty Seals Site to inspect maintain repair and renew the Surface Water Drain (d) the right to maintain a cable connecting the Interceptor Chamber to the warning system housed in the effluent treatment plant on the Dowty Mining Site and to enter on reasonable notice onto the Dowty Seals Site with any necessary vehicles for the purpose of inspecting repairing and replacing the same The foregoing rights in paragraphs (a) (b) (c) and (d) of this paragraph 2 are granted subject to the persons exercising the same:
(i) causing as little disturbance as possible thereby and making good all damage thereby caused(ii) taking all appropriate precautions and steps to prevent the discharge or seepage of any contaminated content from the Interceptor Chamber (iii) keeping the Interceptor Chamber in good repair and in such condition as will preclude seepage(iv) maintaining an adequate warning system in the Interceptor Chamber to give warning of any contamination unless the Severn-Trent Water Authority or other the competent authority for the time being confirm in writing that such system is no longer required (v) inspecting the Interceptor Chamber as appropriate (vi) if the warning signal operates or if inspection reveals contamination forthwith blocking off any further discharge from the Interceptor Chamber and emptying the same and keeping it emptied until the contamination ceases (vii) paying a fair proportion of the cost of maintaining the Surface Water Drain (viii) indemnifying Dowty Seals against all costs claims expenses liabilities and demands arising from the exercise by Dowty Mining of the rights in this paragraph 2 granted."

NOTE 1:-The Dowty Mining Site referred to adjoins the northern boundary of the land in this title.

NOTE 2: The land tinted pink on the title plans forms part of the The Dowty Seals Site referred to.

NOTE 3:-The Purple Land referred to is tinted blue on the title plan.

NOTE 4: The manhole marked "MH15" referred to is shown on the title plan.

NOTE 5: The public sewer marked "Gravity TBC Foul Water Sewer" is shown by a blue broken line on the title plan

NOTE 6: The Brown Land referred to is tinted yellow on the title plan.
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NOTE 7:-The land hatched pink referred to is tinted mauve

NOTE 8: The interceptor chamber coloured pink referred to is edged blue

C: Charges Register continued

on the title plan

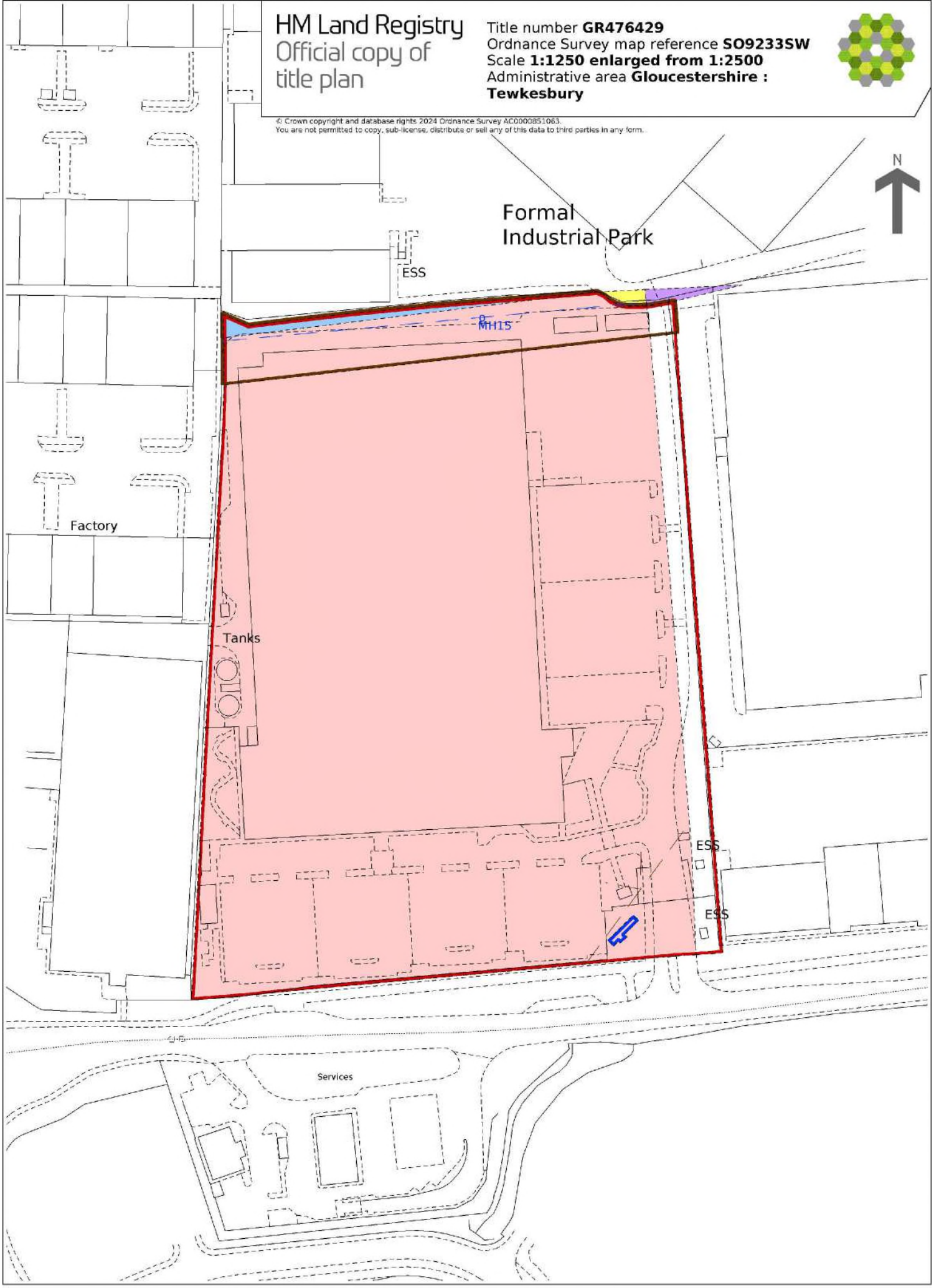
NOTE 9: The Surface Water Drain shown by a broken pink line referred to is the brown broken line so far as it affects.

4 (23.08.2023) The land is subject to any rights that are reserved by the registered lease dated 15 August 2023 and affect the registered land.

5 (23.08.2023) UNILATERAL NOTICE in respect of a contract to purchase dated 28 April 2020 made between (1) Sainsburys Supermarkets Limited and (2) Barberry Industrial Limited.

6 (23.08.2023) BENEFICIARY: Barberry Industrial Limited (Co. Regn. No. 10997951) of Barberry House, Bromsgrove Road, Belbroughton, Stourbridge, West Midlands DY9 9XX.

End of register



This official copy is incomplete without the preceding notes page.

Official copy of register of title

Title number GR395822 | Edition date 28.01.2016

- This official copy shows the entries on the register of title on 10 JUL 2025 at 10:52:32.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 10 Jul 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Gloucester Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

GLOUCESTERSHIRE : TEWKESBURY

1 (04.08.2015) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Unit 5, Ashchurch Parkway, Tewkesbury (GL20 8TU).

2 (04.08.2015) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.

3 (04.08.2015) The land tinted pink on the title plan has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 25 July 1969 referred to in the Charges Register:-

"Together with the rights (which shall be appurtenant to all parts of the property and all buildings and erections for the time being thereon as well as to the whole of the property and all existing buildings thereon) set out in the First Schedule ..... and the Third Schedule hereto but Reserving to the Board the rights set out in the Fourth Schedule and the Fifth Schedule hereto upon and subject to the terms and conditions set out in those Schedules.

THE FIRST SCHEDULE

The right to have maintain replace inspect and use the water pipe in the road slope in the approximate position shown by a firm blue line on the said plan and the right with or without workmen and others (subject to at least two weeks prior notice except in case of emergency) to enter upon the Board's adjoining land as often as occasion shall require for the purpose of exercising such right the Purchasers making good any damage thereby occasioned.

THE THIRD SCHEDULE

A: Property Register continued

The right to drain effluent from the sewage works on the property through the pipe and drain and settling tanks and ditch and apparatus outside the property (which for brevity are subsequently called "the works") through which effluent from the property now flows before discharging into Tirle Brook. During such time as the works (or any part of the works) continue to be used for railway purposes the Board shall satisfactorily maintain the works. While the Purchasers continue to exercise this right they shall

(a) On request pay to the Board from time to time a proportion (to be assessed according to user) of the cost of that maintenance

(b) Ensure that the purity of the effluent at the point where it reaches the drain shall be of a standard satisfactory to the competent authority

(c) Make good to the Board's satisfaction any damage caused to the property of the Board as a result of the exercise of the right

(d) Not substantially increase the user so as to affect the efficient operation of the works

The Purchasers shall be entitled at all times to maintain the works (or any of them) on their ceasing to be used for railway purposes and for that purpose to enter with others authorised by them from time to time upon the land which accommodate or gives access to the works Provided that the Purchasers shall give prior notice of entry (except in case of emergency) and shall supply such details in connection therewith as are required by the Board and shall also comply with any safety requirements of the Board and pay any expenses incurred by the Board in consequence of such entry

If the whole of the property (and any other property which under the reservations contained in this Conveyance is then entitled to discharge effluent through the property into the works) shall be connected to the public sewer so that all effluent therefrom discharges into the public sewer the foregoing rights and obligations of the Purchasers and the Board shall cease (but without prejudice to any right of either party in respect of a prior breach) and thereupon the Purchasers shall seal off the pipe leading from the property to the works.

THE FOURTH SCHEDULE

(1) The right at any time to erect or suffer to be erected any building or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of the Board's adjoining or neighbouring land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the property and any access of light or air to the property over the adjoining land of the Board shall be deemed to be enjoyed by the licence or consent of the Board and not as of right

(2) The right of support from the property for adjoining property of the Board

(3) The right to have maintain repair cleanse use reconstruct alter and remove any drains pipes wires cables and works on over or under the property now used for the benefit of the adjoining property of the Board (other than those mentioned in paragraphs (a) and (b) of the Fifth Schedule hereto in respect of which the only rights reserved to the Board are the rights set out in those paragraphs)

(4) Full right and liberty for the Board and their successors in title with or without workmen at all reasonable times and subject to giving reasonable prior notice except in case of emergency to enter upon the property for the purpose of repairing maintaining renewing reinstating altering or amending any fences walls railway banks abutment or retaining walls bridges and other works of the Board on their adjoining or neighbouring land

The Board making good any damage occasioned or loss sustained by or as

A: Property Register continued

a result of the exercise of the rights reserved by paragraphs (3) and (4) of this Schedule.

THE FIFTH SCHEDULE

(a) The right to continue to discharge through the existing pipes and into the existing sewerage disposal system on the property foul effluent from the Passenger Station Buildings marked X on the plan or any buildings substituted therefor and from the Station Cottages numbered 11 to 13 inclusive marked Z on the plan. If during the subsistence of this right the Passenger Station Buildings or any buildings substituted therefor shall cease to be used for railway purposes the right shall forthwith cease with regard to them. The Purchasers or their successors in title shall be entitled at any time or times to provide or procure at their expense an alternative method of disposing of foul effluent from those properties (or any part of them) which is satisfactory to the Board and the Board shall make available all rights of access and otherwise which may be requisite for that purpose. If such an alternative method shall be provided or procured for those properties (or any part of them) the right reserved by this paragraph shall forthwith cease or (as the case may be) shall forthwith cease with regard to that part. The Purchasers or their successors in title shall in any event be entitled to terminate the right reserved by this paragraph with regard to Station Cottages 11 to 13 inclusive by sending to the Board or their Solicitor or Legal Adviser for the time being on the Twenty fifth day of July One thousand nine hundred and seventy two or any date thereafter not less than six months written notice expiring on any day of their intention to do so

(b) The right to continue to take water through the existing water pipes on the property whose position or approximate position is shown by broken blue lines on the said plan for use on the said Passenger Station Buildings and Station Cottages numbered 11 to 13 inclusive and the permanent way hut marked P on the plan. The Board shall at the request and cost of the Purchasers or their successors in title and within a reasonable time following such request install (or procure the installation of) an alternative supply of water from the main to those properties (or any part of them). On such installation the right reserved by this paragraph shall forthwith cease or (as the case may be) shall forthwith cease with regard to the part served by the new installation except in so far as the alternative supply of water may pass through the said existing water pipes

(c) During the subsistence of the rights reserved by paragraphs (a) and (b) of this Schedule the Purchasers shall at their cost maintain such of the drain pipes sewerage disposal system and water pipes in respect of which the rights operate as are on the property except any existing water pipes used solely by the Board or their successors for the purposes of the alternative water supply

(d) The Board shall make good any damage occasioned or loss sustained by or as a result of the exercise of the rights reserved by paragraphs (a) and (b) of this Schedule."

NOTE 1: The water pipe shown by a firm blue line referred to was not marked on the copy plan supplied on first registration

NOTE 2: The buildings marked "X" on the plan referred to lie to the south east of the land tinted pink on the title plan

NOTE 3: The Station Cottages numbered 11 to 13, marked "Z" on the plan referred to, lie to the south east of the land tinted pink on the title plan

NOTE 4: The water pipes shown by broken blue lines referred to were not marked on the copy plan supplied on first registration

NOTE 5: The permanent way hut marked "P" on the plan referred to lies to the south east of the land tinted pink on the title plan.

4 (04.08.2015) The Conveyance dated 25 July 1969 referred to above contains the following provision:-

A: Property Register continued

"IT IS HEREBY DECLARED that the carrying on by the Board of their undertaking on their adjoining or neighbouring land in exercise of their powers and subject to their statutory and common law obligations shall not be deemed to be a breach of the covenant for quiet enjoyment implied herein by reason of the Board being expressed to convey the property as Beneficial Owners nor to be in derogation of their grant."

5 (04.08.2015) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of land adjoining the northern boundary dated 31 July 1984 made between (1) Dowty Mining Equipment Limited (Vendors) and (2) Bob Chick Limited (Purchasers):-

"TOGETHER WITH the right for the Purchasers their successors in title owners and occupiers of the property (subject to first obtaining all requisite consents and approvals from the Severn Trent Water Authority and any other relevant authority) to lay under Site N a 150 mm diameter sewer and to connect the same at the point marked X on Plan A to the existing 150 mm sewer on Site N indicated by a blue line on Plan A and to discharge through and into the same (including the existing sewer up to its point of connection with the main adopted sewer) foul water from the property and the buildings from time to time thereon and the right from time to time to enter upon Site N for the purpose of laying connecting inspecting repairing and maintaining the same PROVIDED that the Purchasers or such successors in title shall construct the same with suitable materials and carry out the works of laying and connecting in a proper and workmanlike manner and to the reasonable satisfaction of the Vendors or their successors in title to Site N and in accordance with plans and specifications to be first approved in writing by the Vendors or such successors in title such approval not to be unreasonably withheld or delayed and shall give to the Vendors or such successors in title reasonable notice before entering upon Site N for any of such purposes and shall in the exercise of such rights cause as little damage as possible to Site N and as little disturbance as possible to the Vendors or such successors in title and shall after each such entry upon Site N forthwith restore the surface thereof and shall make good any damage sustained by the Vendors or their successors in title in the exercise of such rights of laying connecting inspecting repairing and maintaining EXCEPT AND RESERVING in fee simple to the Vendors and their successors in title the owners and occupiers from time to time of Site L and every part thereof the right to connect a foul water drain to the New Sewer and to discharge through and into the same foul water from Site L and the buildings from time to time thereon subject to paying a fair proportion according to user of the cost of the repair and maintenance thereof and also EXCEPTING AND RESERVING in fee simple to the Vendors and their successors in title the owners and occupiers from time to time of Site L and Site M and every part thereof the free passage and running of mains water and electricity to Site L and Site M and all buildings from time to time thereon through the existing pipe (the position of which is indicated on Plan A by a brown line) cables and apparatus now serving the same which are now on in under or over the property together with the right to enter thereon for the purposes of repairing and maintaining the same the person so exercising such rights causing as little damage and inconvenience as possible and making good all damage occasioned thereby PROVIDED ALWAYS that the Purchasers and its successors in title may at their own expense alter the route or position of such pipe cables and apparatus on giving reasonable prior written notice to the Vendors or their successors in title and for the avoidance of doubt the rights hereby excepted and reserved shall apply to such new route or routes and also EXCEPT AND RESERVING in fee simple to the Vendors and their successors in title owners and occupiers from time to time of the retained land and every part thereof the right to enter upon the property for the purposes of maintaining the existing water pipe serving Numbers 11-13 inclusive Station Cottages referred to in the Fifth Schedule to the 1969 Conveyance (as hereinafter defined) or such alternative pipe as may be laid by the Purchasers."

NOTE: Copy plan filed under GR120971.

6 (04.08.2015) The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the freehold estate in

A: Property Register continued

the land in this title dated 11 January 2008 made between (1) Axa Sun Life Plc and (2) Chase-Horton (Tewkesbury) Limited.

NOTE: Copy filed GR319455.

7 (04.08.2015) The Transfer dated 11 January 2008 referred to above contains a provision as to light or air and a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.

8 (04.08.2015) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 6 July 2015
Term : 20 years beginning on, and including 6 July 2015 and ending on, and including 5 July 2035
Parties : (1) Ashchurch 9 Limited
(2) Moog Controls Limited

9 (04.08.2015) The Lease prohibits or restricts alienation.

10 (04.08.2015) The landlord's title is registered.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (04.08.2015) PROPRIETOR: MOOG CONTROLS LIMITED (Co. Regn. No. 01171948) of Moog Industrial Group, Unit, 5 Ashchurch Parkway, Tewkesbury GL20 8TU.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (04.08.2015) A Conveyance of the freehold estate in the land tinted pink on the title plan and other land dated 25 July 1969 made between (1) British Railways Board (Board) and (2) Dowty Seals Limited (Purchasers) contains the following covenants:-

"FOR the benefit and protection of such part of the adjoining or neighbouring property of the Board as is capable of being benefited or protected and with intent to bind so far as legally may be themselves and their successors in title the owners for the time being of the property or any part thereof in whosoever hands the same may come the Purchasers covenant with the Board as follows:-

(1) Not at any time to erect any building or structure on the property within a distance of ten feet of the Board's adjoining land and works or to make any addition within that distance to any existing building or structure on the property or to execute any works on the property within that distance without

(a) Previously submitting detailed plans and sections thereof to the Board and obtaining their approval thereto (such approval not to be unreasonably withheld) and

(b) Complying with such reasonable conditions as to foundations or otherwise as the Board shall deem it necessary to impose.

.....

(3) Not at any time to work any mines or minerals under the property."

2 (04.08.2015) An Agreement dated 25 June 1984 made between (1) The Council for the Borough of Tewkesbury and (2) Dowty Mining Equipment

C: Charges Register continued

relates to the construction of a new 150 mm gravity-link sewer. The said Deed also contains covenants imposed pursuant to Section 33 of the Local Government (Miscellaneous Provisions) Act 1982.

NOTE: Copy filed under GR120971.

3 (04.08.2015) An Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 dated 20 September 1995 made between (1) Dowty Group Services Limited and (2) Gloucestershire County Council contains covenants relating to the development and maintenance of the land in this title.

NOTE: Copy filed under GR120971.

4 (04.08.2015) The land is subject to the following rights granted by a Transfer of land lying to the east of the land in this title dated 19 February 1997 made between (1) Dowty Group Services Limited (Transferor) and (2) David James Richardson and others (Trustees):-

"TOGETHER WITH rights and easements specified in the First Schedule hereto.

THE FIRST SCHEDULE

1 The right to the free passage and running of water oil gas electricity and other services through all drains channels pipes wires cables water courses ("the Service Installations") and the full right and liberty for the purpose aforesaid but not for any other purpose whatsoever to make connection to the Service Installations now or within 80 years from the date hereof ("the Specified Period") laid or constructed in or under or which belong to the Retained Land within the strip of land coloured Blue and Brown (respectively) on the plan marked "B" attached hereto and thereon delineated which service the Property SUBJECT TO the payment of a fair proportion of the cost incurred in cleaning maintaining repairing and renewing the same as are used in common and TOGETHER ALSO WITH the right exercisable within the Specified Period to lay use inspect repair maintain replace and renew within such strip of land new or additional drains pipes cables and wires to serve the Property PROVIDED THAT if the existing roadbridge forming part of Northway Lane shall be demolished and if as a result it shall become practicable for the Trustees to make a direct connection to the gas distribution network from the said blue land then once such connection has been made or (if such connection is not made or there is a delay in it being made) following the expiry of such period as ought reasonably to be necessary in order to enable such direct connection to be made the Trustees shall have no further rights over the said brown land and shall disconnect and remove any drains pipes cables or wires which they may have installed within it.

2 The right to enter after giving reasonable notice at all reasonable times (except in the case of emergency) upon the Retained Land so far as may be necessary for the purposes referred to in paragraph 1 above causing as little damage as possible and making good to the reasonable satisfaction of the Transferor any damage caused."

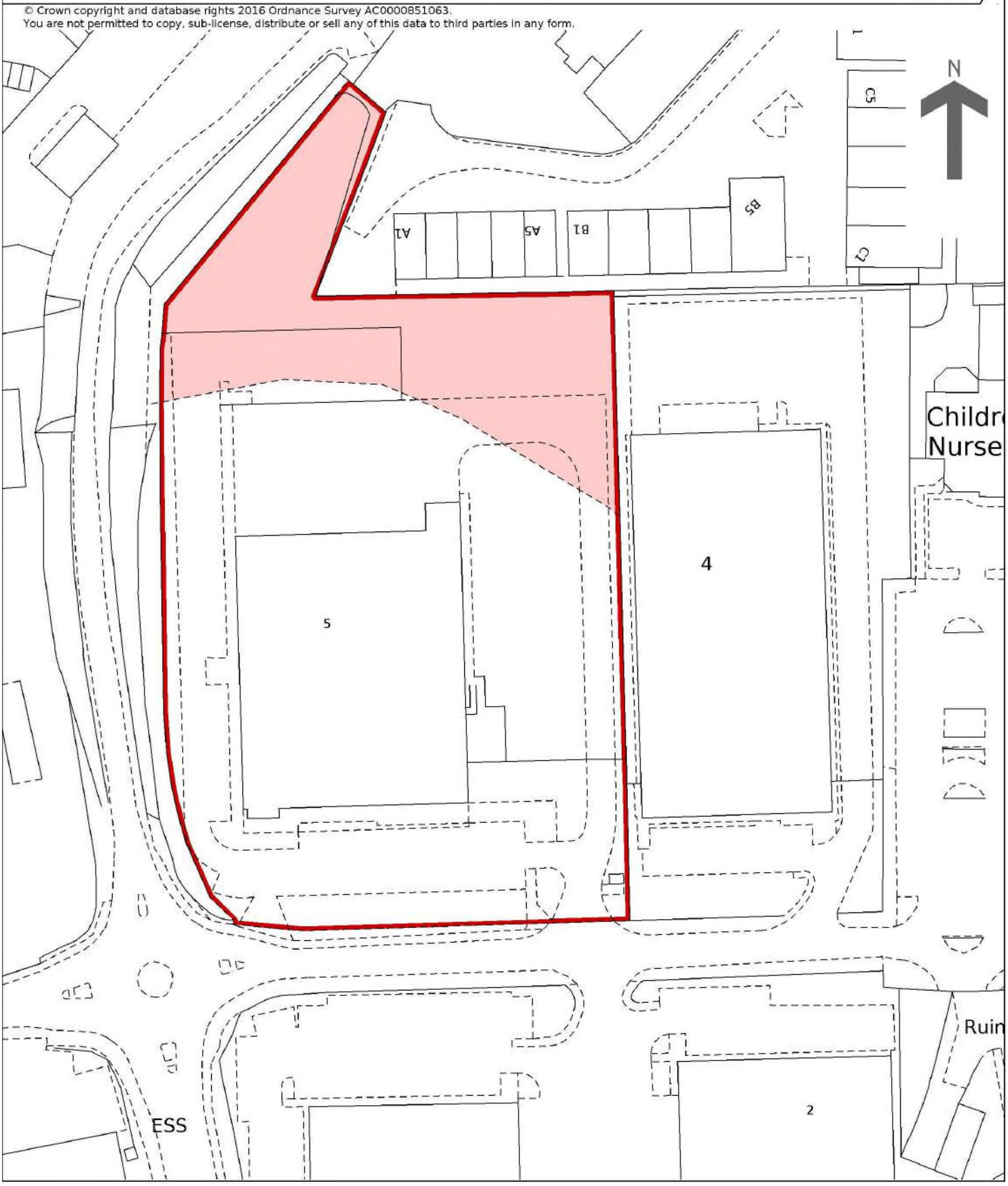
NOTE: Copy plan filed under GR120971.

End of register

HM Land Registry
Official copy of title plan

Title number **GR395822**
Ordnance Survey map reference **SO9233SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Gloucestershire : Tewkesbury**

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Official copy of register of title

Title number BK501720 | Edition date 16.07.2019

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- This date must be quoted as the "search from date" in any official search application based on this copy.
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- Issued on 10 Jul 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Gloucester Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

WOKINGHAM

1 (16.07.2019) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Unit 30, Suttons Business Park, Suttons Park Avenue, Earley, Reading (RG6 1AW).

2 (16.07.2019) The Conveyance dated 10 March 1928 referred to in the Charges Register contains the following provision:-

"PROVIDED always and its is hereby agreed and declared that these presents shall not operate to create or pass and nothing herein contained shall be construed as creating or passing to the Purchasers or other the owners or owner for the time being of the premises hereby conveyed any right to light or air which would diminish or interfere with the free and unrestricted user of any adjoining property now or heretofore belonging to the Vendor either for building or any other purpose."

3 (16.07.2019) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of land lying to the south east of the land in this title dated 7 March 2012 made between (1) Standard Life Assurance Limited and (2) Thames Water Utilities Limited.

NOTE:-Copy filed under BK448726.

4 (16.07.2019) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 1 July 2019
Term : 10 years from and including 1 July 2019
Parties : (1) Standard Life Assurance Limited
(2) Moog Reading Limited

5 (16.07.2019) The Lease prohibits or restricts alienation.

6 (16.07.2019) The land has the benefit of any legal easements granted by clause LR11.1 of the registered lease dated 1 July 2019 referred to above but is subject to any rights that are reserved by the said deed.

A: Property Register continued

and affect the registered land.

7 (16.07.2019) The landlord's title is registered.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (16.07.2019) PROPRIETOR: MOOG READING LIMITED (Co. Regn. No. 00586505) of 30 Suttons Park Avenue, Suttons Business Park, Reading RG6 1AW.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (16.07.2019) A Conveyance of the freehold estate in the land in this title and other land dated 10 March 1928 made between (1) The Right Honourable Gerald William Viscount Sidmouth (Vendor) (2) Sir Malcolm Cotter Cariston Seton and others (the Trustees) and (3) Leonard Goodhart Sutton and others (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

Schedule of restrictive covenants

1 (16.07.2019) The following are details of the covenants contained in the Conveyance dated 10 March 1928 referred to in the Charges Register:-

"THE Purchasers hereby covenant with the Vendor (to the intent that this present covenant shall bind the premises hereby conveyed so far as the rules of law or equity permit and the owners or owner for the time being thereof (but so that no individual covenantor or his estate shall be liable for any breach or failure of performance occurring after he shall have ceased to hold or own the said land hereby conveyed) and that this present covenant shall enure for the benefit of and be enforceable by the Vendor or other the owners or owner for the time being and from time to time of the adjoining or neighbouring parts of the Vendors Sidmouth Estates) that they the Purchasers or other the owners or owner for the time being of the said land hereby conveyed will observe perform and comply with the stipulations contained in the First Schedule hereto

THE FIRST SCHEDULE

NOTE: In this Schedule the terms "Vendor" and "Purchasers" bear the same meanings respectively as in the before written Conveyance

1. The Purchasers will not use exercise or carry on or suffer to be used exercised or carried on upon the said piece of land or any part thereof or in or upon any messuage or tenement or other buildings for the time being erected and standing thereon any noisy noisome hazardous obnoxious or offensive trade business or act whatsoever or anything which may be a nuisance or annoyance to the Vendor or his successors in title entitled for the time being to the Sidmouth Estates or any part thereof or his or their tenants.

2. No plot of land on which any messuage or tenement shall be erected shall have a frontage of less than twenty-five feet But this restriction shall not apply to any building (other than a dwellinghouse) erected and used solely for the purposes of the business of Seedsmen carried on by the Purchasers.

3. No messuage tenement or building erected on the said piece of land shall without the previous consent in writing of the Vendor be used for

Schedule of restrictive covenants continued

any purpose whatsoever other than one of the following namely:-

(a) that of a private or professional dwellinghouse with the usual outbuildings thereto

(b) for the business of seedsmen carried on by the Purchasers or

(c) for the business of a shop Provided that no shop except a shop for the said business of the Purchasers shall be erected which shall front to the London Road.

4. No clay gravel chalk or other mineral under any portion of the said piece of land lying within a distance of Three hundred feet from either The London Road or Shepherds House Lane shall be carried away or disposed of except for use on the buildings to be constructed in accordance with the foregoing stipulations and no ballast lime bricks tiles or other articles shall be burnt on the said piece of land or any part thereof

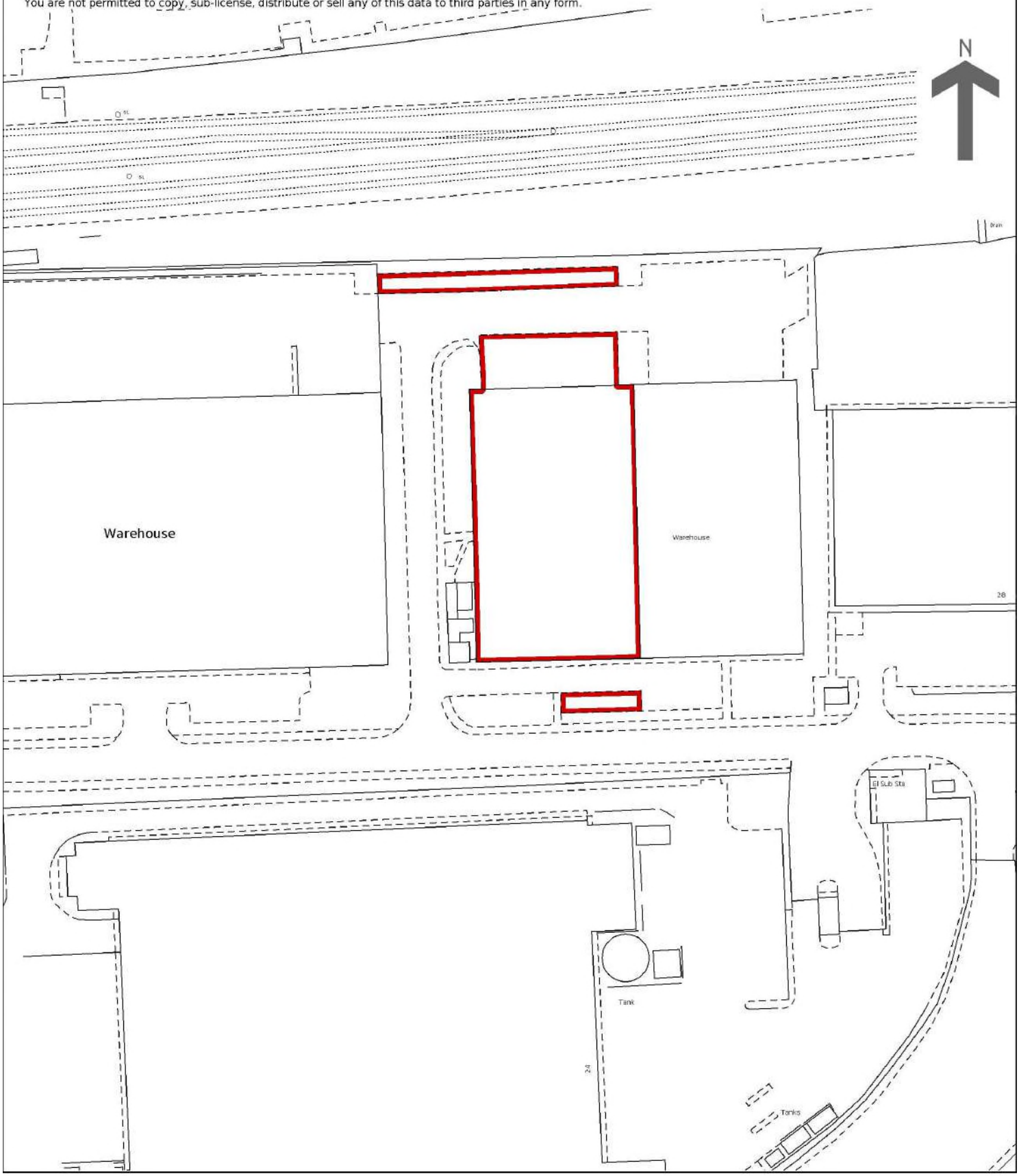
5. No caravan or house on wheels tent hut or shed intended for use as a dwelling or sleeping place or any swing roundabout show stall or advertisement shall be suffered to be placed or remain on the said piece of land or any part thereof excepting any advertisement relating to the business of seedsmen carried on by the Purchasers and excepting that nothing herein contained shall prevent or hinder the erection and maintenance in a permanent Recreation Ground of permanent swings or permanent roundabouts for the use of which no charge shall be made."

End of register

HM Land Registry
Official copy of title plan

Title number **BK501720**
Ordnance Survey map reference **SU7373NE**
Scale **1:1250**
Administrative area **Wokingham**

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Official copy of register of title

Title number BK501808 | Edition date 19.07.2019

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- Issued on 10 Jul 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Gloucester Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

WOKINGHAM

1 (19.07.2019) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Unit 29, Suttons Business Park, Suttons Park Avenue, Earley, Reading (RG6 1AZ).

NOTE: The unit is on the ground and first floors.

2 (19.07.2019) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.

3 (19.07.2019) The land has the benefit of the following rights reserved by a Transfer of other land dated 1 March 1988 made between (1) Slough Trading Estate Limited (STEL)(2)Slough Properties Limited (SP)and (3)The County Council of The Royal County of Berkshire(Council):-

"EXCEPTING AND RESERVING the easements and rights contained in the Second Schedule hereto

THE SECOND SCHEDULE

(Easements and rights excepted and reserved)

The following easements and rights are hereby excepted and reserved:

1. A right for the benefit of SP and its successors in title the owner or owners for the time being of the Retained Land to use all existing sewers drains watercourses wires cables and other services ("the services) laid or passing through or under the Property together with the right from time to time upon reasonable notice being given (except in case of emergency) to enter upon the Property for the purposes of examining the state of repair of the services and to repair maintain renew replace relay or reinstate the same or any of them or to lay new

A: Property Register continued

services the person or persons exercising such right doing as little damage as possible and making good all damage caused in the exercise of the said right

2. The right for SP and its successors in title the owners and occupiers for the time being of the Retained Land from time to time upon reasonable notice being given (except in case of emergency) to enter upon the Property with or without workmen for the purpose of repairing maintaining or renewing the existing buildings and structures erected on the Retained Land the person or persons exercising such right doing as little damage as possible and making good all damage caused in the exercise of the said right

3. The right to subjacent and lateral support from the Property

4. The right in such manner as SP its successors in title the owners and occupiers for the time being of the Retained Land think fit to alter or rebuild any of the buildings erected on the Retained Land and to use the Retained Land in such manner as it or they shall think fit notwithstanding that the access of light and air to the Property may thereby be interfered with

5. All other easements rights liberties privileges advantages and quasi-easements (whether or not continuous apparent or reasonably necessary) which are now enjoyed or intended to be enjoyed by the Retained Land or any part thereof over or in respect of the Property or any part thereof so far as the same are not specifically referred to in paragraphs 1 - 4 of this Schedule."

NOTE: The retained land referred to is the land in this title.

4 (19.07.2019) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 1 July 2019
Term : 10 years from and including 1 July 2019
Parties : (1) Standard Life Assurance Limited
(2) Moog Reading Limited

5 (19.07.2019) The Lease prohibits or restricts alienation.

6 (19.07.2019) The landlord's title is registered.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (19.07.2019) PROPRIETOR: MOOG READING LIMITED (Co. Regn. No. 00586505) of 30 Suttons Park Avenue, Suttons Business Park, Reading RG6 1AW.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (19.07.2019) A Conveyance of the freehold estate in the land in this title and other land dated 10 March 1928 made between (1) The Right Honourable Gerald William Viscount Sidmouth (Vendor) (2) Sir Malcolm Cotter Cariston Seton and others (the Trustees) and (3) Leonard Goodhart Sutton and others (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

2 (19.07.2019) The land is subject to the rights granted by a Deed dated 7 March 2012 made between (1) Standard Life Assurance Limited and (2) Thames Water Utilities Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under BK250603.

Schedule of restrictive covenants

1 (19.07.2019) The following are details of the covenants contained in the Conveyance dated 10 March 1928 referred to in the Charges Register:-

"THE Purchasers hereby covenant with the Vendor (to the intent that this present covenant shall bind the premises hereby conveyed so far as the rules of law or equity permit and the owners or owner for the time being thereof (but so that no individual covenantor or his estate shall be liable for any breach or failure of performance occurring after he shall have ceased to hold or own the said land hereby conveyed) and that this present covenant shall enure for the benefit of and be enforceable by the Vendor or other the owners or owner for the time being and from time to time of the adjoining or neighbouring parts of the Vendors Sidmouth Estates) that they the Purchasers or other the owners or owner for the time being of the said land hereby conveyed will observe perform and comply with the stipulations contained in the First Schedule hereto

THE FIRST SCHEDULE

NOTE: In this Schedule the terms "Vendor" and "Purchasers" bear the same meanings respectively as in the before written Conveyance

1. The Purchasers will not use exercise or carry on or suffer to be used exercised or carried on upon the said piece of land or any part thereof or in or upon any messuage or tenement or other buildings for the time being erected and standing thereon any noisy noisome hazardous obnoxious or offensive trade business or act whatsoever or anything which may be a nuisance or annoyance to the Vendor or his successors in title entitled for the time being to the Sidmouth Estates or any part thereof or his or their tenants.

2. No plot of land on which any messuage or tenement shall be erected shall have a frontage of less than twenty-five feet But this restriction shall not apply to any building (other than a dwellinghouse) erected and used solely for the purposes of the business of Seedsmen carried on by the Purchasers.

3. No messuage tenement or building erected on the said piece of land shall without the previous consent in writing of the Vendor be used for any purpose whatsoever other than one of the following namely:-

(a) that of a private or professional dwellinghouse with the usual outbuildings thereto

(b) for the business of seedsmen carried on by the Purchasers or

(c) for the business of a shop Provided that no shop except a shop for the said business of the Purchasers shall be erected which shall front to the London Road.

4. No clay gravel chalk or other mineral under any portion of the said piece of land lying within a distance of Three hundred feet from either The London Road or Shepherds House Lane shall be carried away or disposed of except for use on the buildings to be constructed in accordance with the foregoing stipulations and no ballast lime bricks tiles or other articles shall be burnt on the said piece of land or any part thereof

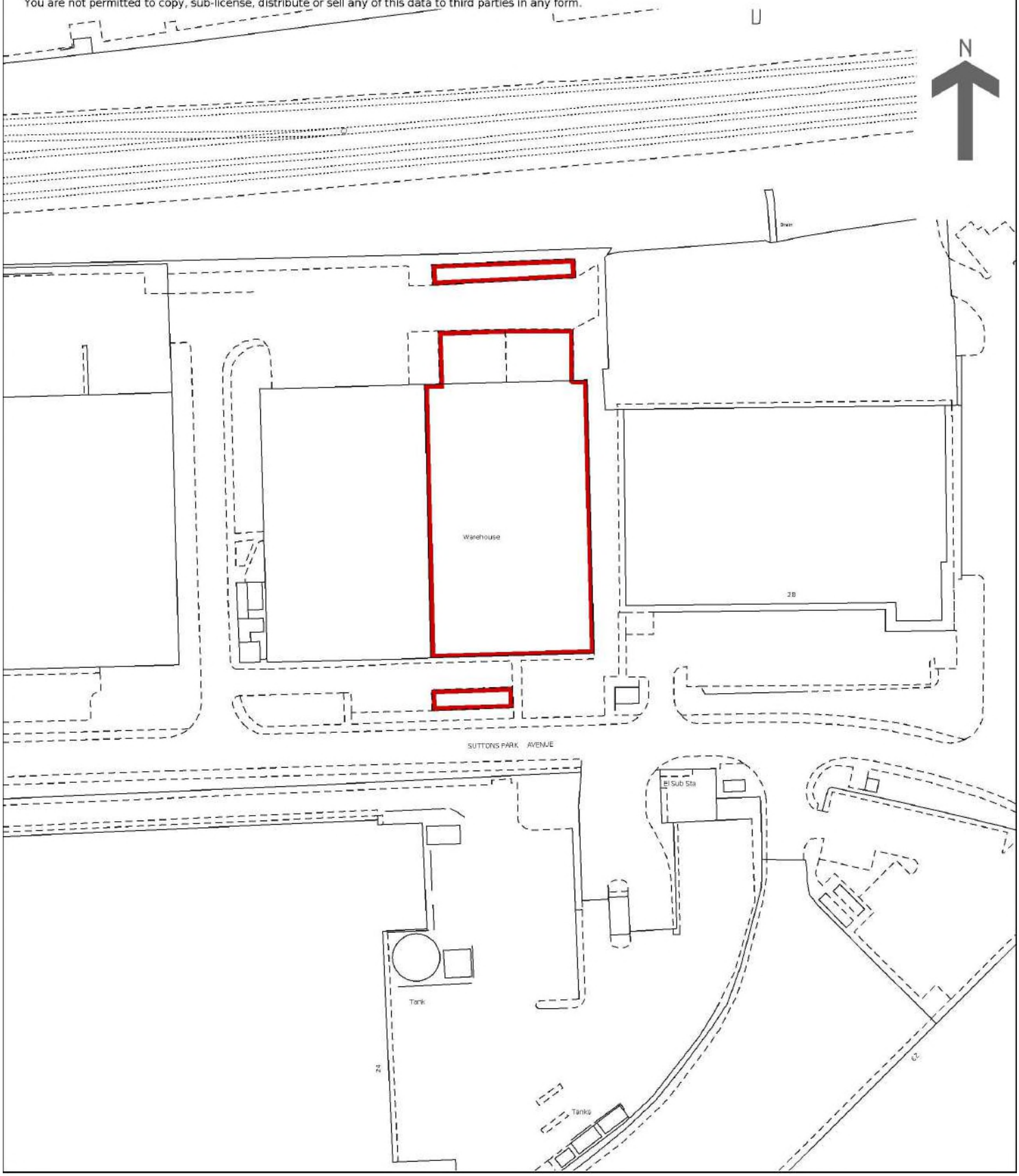
5. No caravan or house on wheels tent hut or shed intended for use as a dwelling or sleeping place or any swing roundabout show stall or advertisement shall be suffered to be placed or remain on the said piece of land or any part thereof excepting any advertisement relating to the business of seedsmen carried on by the Purchasers and excepting that nothing herein contained shall prevent or hinder the erection and maintenance in a permanent Recreation Ground of permanent swings or permanent roundabouts for the use of which no charge shall be made."

End of register

HM Land Registry
Official copy of title plan

Title number **BK501808**
Ordnance Survey map reference **SU7473NW**
Scale **1:1250**
Administrative area **Wokingham**

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Official copy of register of title

Title number BD154446 | Edition date 20.07.2009

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- Issued on 10 Jul 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Peterborough Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

LUTON

1 (04.07.1990) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Unit J Airport Executive Park, President Way, Luton.

NOTE: The airspace above and below the eaves and the soil and pathways below the eaves are not included in the title.

2 (04.07.1990) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
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Term : 25 years from 25 December 1989
Rent : As therein mentioned
Parties : (1) Britel Fund Trustees Limited
(2) Fernau Avionics Limited
NOTE: The matters referred to in the Register of Title Number BD137818 mentioned in the lease set out in the Register of this title so far as they affect

3 (04.07.1990) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the lease.

4 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

5 (17.05.2007) The landlord's title is registered.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (04.07.1990) PROPRIETOR: FERNAU AVIONICS LIMITED (Co. Regn. No. 989895) of Holywell Hill, St Albans, Herts, AL1 1HS.

C: Charges Register

This register contains any charges and other matters that affect the land.

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Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 30 September 1957 referred to in the Charges Register:-

"THE Purchaser to the intent that this covenant may so far as possible bind all persons who now are or shall hereafter become entitled to any estate or interest in the land hereby conveyed or any part thereof but not so as to render the Purchaser liable in damages or otherwise for any breach of covenant committed after it shall have parted with all interest in the premises in respect of which such breach shall occur hereby COVENANTS with the Corporation to the intent that this covenant shall be for the benefit of the land of the Corporation adjoining the land hereby conveyed

(a) not whilst the adjoining or neighbouring land of the Corporation continues to be used as an airport without the previous consent in writing of the Corporation (which shall not be unreasonably withheld) to use the property hereby conveyed for any other purpose than

(i) as a factory for the manufacture and assembly and repair of aircraft (which expression shall include rockets projectiles and other similar pilotless aeronautical devices) aircraft components and accessories or for such other business as may be conveniently carried on in conjunction therewith

(ii) as a store for petrol and soil and all other fuels and lubricants of such a quantity as may be reasonably necessary for the purpose of the aforesaid business and for the testing of aircraft made assembled or repaired by the Purchaser or for any aircraft calling at the property hereby conveyed in connection with the said business but so that no petrol oil or other fuels or lubricants shall be sold or supplied at or from the property hereby conveyed for any other purposes

(iii) for the teaching and training as pilots mechanics or other members of crews of aircraft any persons who are either employed in or about the said factory or are the ownes or prospective owners or their servants of aircraft manufactured or assembled or repairing by the Purchaser or the predecessors the makers of Percival Aircraft or have

Schedule of restrictive covenants continued

agreed to purchase (or are negotiating for the purpose of) machines which have been manufactured or assembled or repairing by the Purchaser.

(b) Faithfully to observe and comply with all regulations and requirements of the Factory Acts and of any statutory modifications thereof or additions thereto for the time being in force so far as applicable and of the Ministry of Transport and Civil Aviation relating to or affecting the use of the said Factory or the use in connection with the said factory of the adjoining Airport.

(c) To provide and install such apparatus as shall from time to time be reasonably necessary for the elimination or reduction of noise and to avoid causing or creating a nuisance (by noise or of any other kind) to the owners tenants or occupiers of surrouding or adjoining land in the carrying on of the Purchaser's business as referred to in sub-clause (a) hereof

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THE SECOND SCHEDULE

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2. Not without the prior consent of the Council such consent not to be unreasonably withheld to use or occupy or cause or permit or suffer to be used or occupied the Company's land for a use within the description contained in Class X in the Schedule to the Town and County Planning (use Classes) Order 1972 except where such use is ancillary to any other use of the said land not hereby restricted or is related to the said Luton International Airport and not without the previous consent in writing to the Council such consent not to be unreasonably withheld to use or occupy or cause or permit or suffer to be used or occupied more than 30% of any buildings or other development on the Company's land for such Class X use

Schedule of restrictive covenants continued

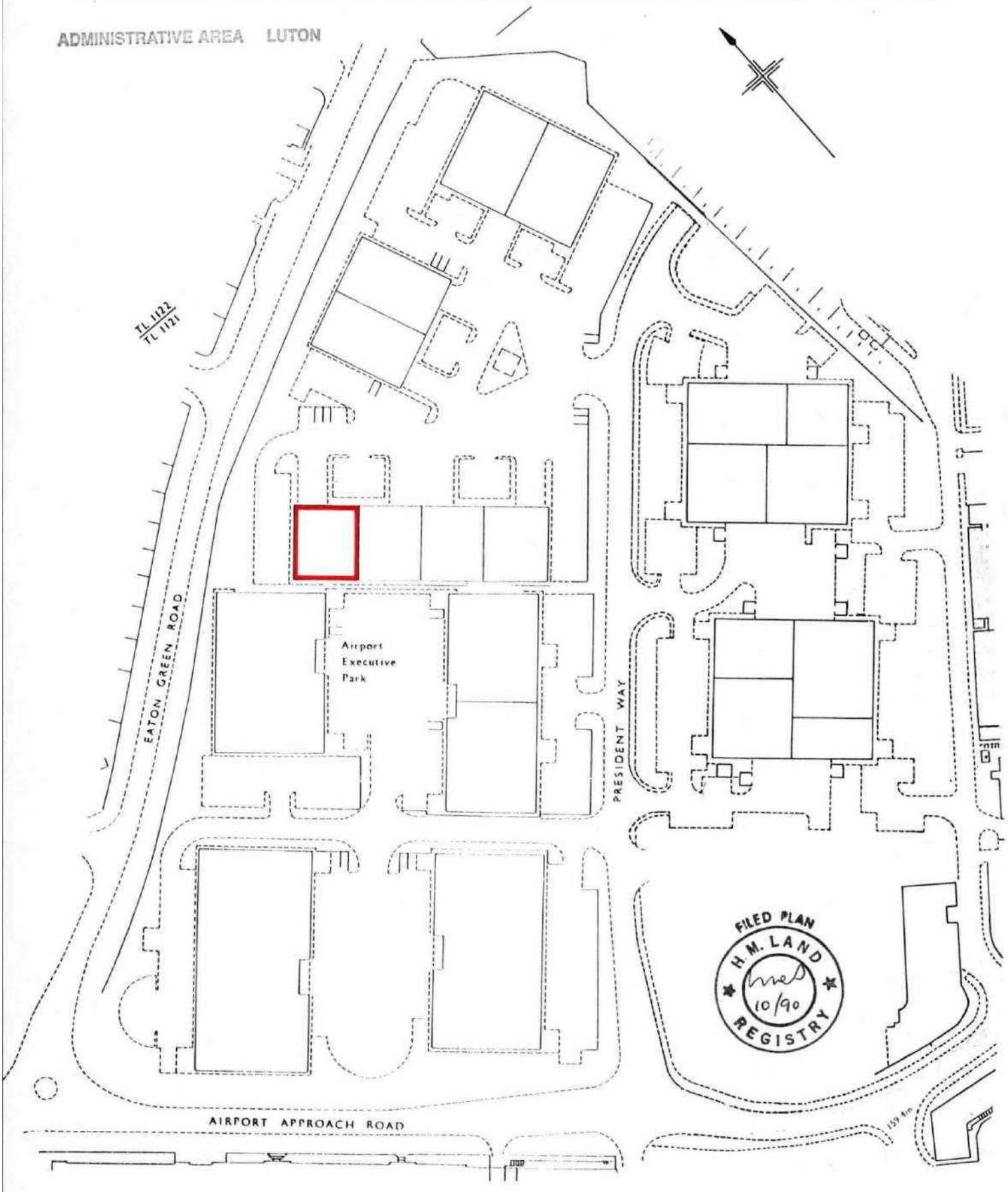
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End of register

H.M. LAND REGISTRY

TITLE NUMBER			
BD 154446			
ORDNANCE SURVEY PLAN REFERENCE	TL 1121	SECTION C	Scale 1/1250
~~COUNTY BEDFORDSHIRE~~	~~DISTRICT LUTON~~		© Crown copyright



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Official copy of register of title

Title number BD154447 | Edition date 20.07.2009

- This official copy shows the entries on the register of title on 10 JUL 2025 at 10:55:14.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 10 Jul 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Peterborough Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

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Schedule of restrictive covenants continued

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Schedule of restrictive covenants continued

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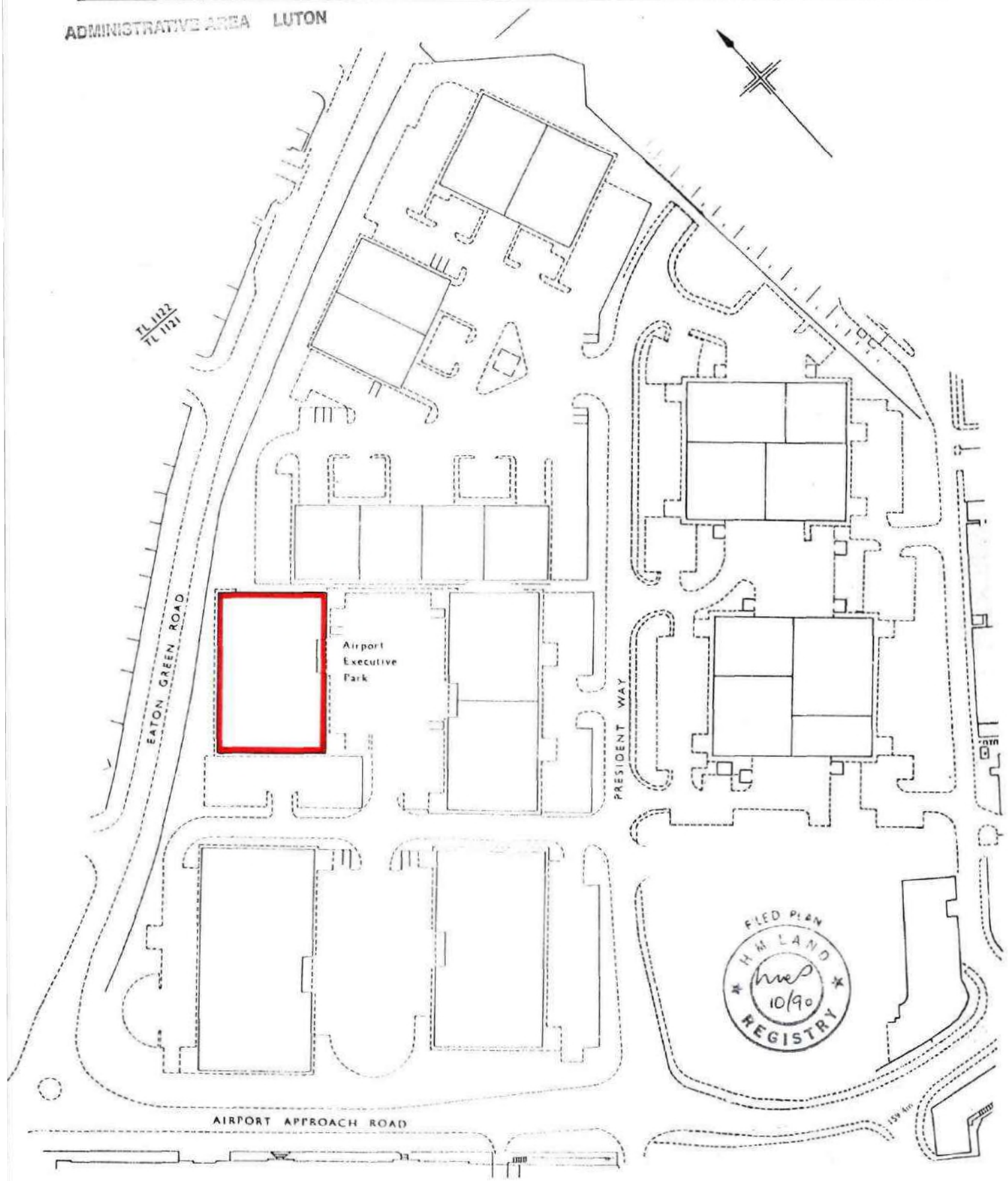
End of register

H.M. LAND REGISTRY

TITLE NUMBER	
BD 154447	

ORDNANCE SURVEY PLAN REFERENCE	TL 1121	SECTION C	Scale 1/1250
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ADMINISTRATIVE AREA LUTON



This official copy is incomplete without the preceding notes page.

centrica
Business Solutions

Solar PV Reactive Maintenance

Moog / Wolverhampton / 26 Aug 2025 **Complete**

Flagged items	3	**Actions**	0

Client	Moog
Site	Wolverhampton
Location	Valiant Way South Staffordshire England WV9 United Kingdom (52.63086312693157, -2.139365946074746)
Site contact	[redacted]
Site Role	[redacted]
Conducted on	26.08.2025 15:18 BST
Prepared by	[redacted]

Flagged items	3 flagged
Work Carried Out / Remedial Actions / Remedial Actions 1 **Have you resolved the issue while on site?**	Further works required
Work Carried Out / Remedial Actions / Remedial Actions 1 **Is the system able to be reenergised in its current state?**	No
Summary **Has the system been reenergised after completed works ?**	No

RAMS	
Are there any issues that prevent parts of the work being carried out?	No
Are you in possession of the site/task specific RAMS?	Yes
Is there any specialist access equipment that's required?	No

Details of Work

Where is the issue?

Where is the issue? 1

What equipment has an issue?	Electrical
What's the problem?	Other

Brief Description

Protesters have been on the roof damaged 95% of the solar panels, cut all the man safe cabling around the perimeter of the roof, smashed windows and cut holes in the roof to gain access.
All DC cabling seems to be in place and untouched.

Pictures


Photo 1


Photo 2


Photo 3


Photo 4


Photo 5


Photo 6


Photo 7


Photo 8


Photo 9


Photo 10


Photo 11


Photo 12


Photo 13


Photo 14


Photo 15


Photo 16


Photo 17


Photo 18


Photo 19


Photo 20


Photo 21


Photo 22

FOR ROOF MOUNTS ONLY: Has all roof mounted cable containment been made secure, by use of stainless steel cable ties or other mechanical fixing methods?	N/A

Work Carried Out	2 flagged
Remedial Actions	2 flagged
Remedial Actions 1	2 flagged
Have you resolved the issue while on site?	Further works required

Brief description of works carried out so far.

Made system safe be isolating both AC and DC supplies, and test for voltages on the roof

What is required to fix the issue?

	Parts	Labour

Parts list

Replacement panels

How many operatives are required?	5
Estimated time needed to carry out works (hours)	100
Is the system able to be reenergised in its current state?	No

Summary	1 flagged
Are there any other issues on site?	No
Has the system been reenergised after completed works ?	No
What is required for the system to be reenergised?	Replacement panels
Time finished	26.08.2025 17:23 BST
Work carried out by	[redacted]

Media summary



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



Photo 12



Photo 13



Photo 14



Photo 15



Photo 16



Photo 17



Photo 18



Photo 19



Photo 20



Photo 21



Photo 22

Makita
Makita
sbury's

Four charged over aircraft factory break-in



Four people have been charged after a break-in at Moog's site near Wolverhampton

28 August 2025

Four people have been charged with criminal damage over a break-in at an industrial unit in Staffordshire.

Iain Evans, 32, of West Yorkshire, Bea Sherman, 22, of West Sussex, Hana Yun Stevens, 23, of London, and Hisham Alkhamesi, 22, of Leicestershire, have been accused of criminal damage to property valued over £5,000 and conspiracy to destroy or damage property of an unknown value.

200

It relates to an incident at aircraft firm Moog's site on Valiant Way in Pendeford, near Wolverhampton, at about 04:00 BST on Tuesday.

Social media posts at the time said it was carried out by a group described as "Palestinian Martyrs for Justice".

The posts on X claimed Moog were supplying Israel-based firm Elbit Systems with military aircraft parts "used to train Israeli pilots to fly F-16 and F-35 fighter jets".

The four were due to appear at North Staffordshire Justice Centre on Thursday, Staffordshire Police said.

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Wolverhampton **Engineering**

More on this story



Four arrested over industrial unit criminal damage

6 days ago

Related internet links

Protesters arrested after breaking into factory over claims it makes parts used in Gaza attacks

CENTRAL WOLVERHAMPTON PROTESTS POLITICS Tuesday 26 August 2025 at 6:15pm



Lee Comley
Reporter/Presenter, ITV News Central



- **ITV Central's Lee Comley reports on the group of activists who smashed through security gates at Moog Aircraft Group's factory in Wolverhampton**

Just before 4am, protesters slammed through security gates at Moog Aircraft Group's factory on Valiant Way in **Wolverhampton**, before releasing a smoke flare, and then making their way on to the roof.

Each step was documented and shared on social media.

The four activists say they're from a group called 'Palestinian Martyrs for Justice'. They wore T-shirts

A surgeon named Adnan al-Bursch, who was 50. Hossam Shabat, a journalist aged 23. Academic Refaat Alareer, who was 44, and 17-year-old Raghd al-Jabri, who was killed with her mother and siblings.

The group was targeting the Moog factory because it claims that parts made there go into aircraft used by Israeli forces to train pilots to fly F-35 and F-16 fighter jets. These aircraft are said to be used to bomb targets in Gaza.

Later in the morning, police had made their way onto the roof and arrested those involved, with people in climbing gear making their way up to retrieve the protesters' tents and tools they'd used to break through skylights.



Israel claims Hamas was target in Gaza hospital attack



Journalists among 20 people killed in Israeli strikes on Gaza hospital

The factory was heavily secured during the morning, with a cordon in place around it until midday. I spoke to one local protester who'd come to support those who'd climbed the roof. Arif told me he was waving his Palestinian flag because "People can relate to this flag, they know what's going on".

Police have arrested four people on suspicion of criminal damage offences, saying significant damage was caused to skylights and solar panels. By early afternoon, security had lessened, and the factory was back working again, just hours after the group had broken through the security gates.

We contacted Moog for comment on both the actions of the protesters and the claims made in their social media videos, but have not yet received a response.

We did, however, receive a response from the Government: "As set out to Parliament last September, we have suspended licences for exports of military equipment to the IDF that might be used in military operations in Gaza, based on our assessment that these could be used to commit or facilitate serious violations of International Humanitarian Law.

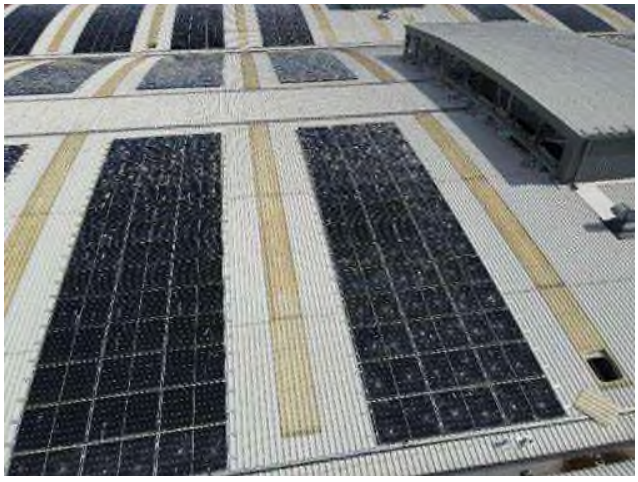
"We have not suspended all export licences for military equipment, as some are not for use by the IDF in Gaza, including items such as trainer aircraft and components for missile defence systems, and parts for military systems that are re-exported to other countries, including NATO allies."

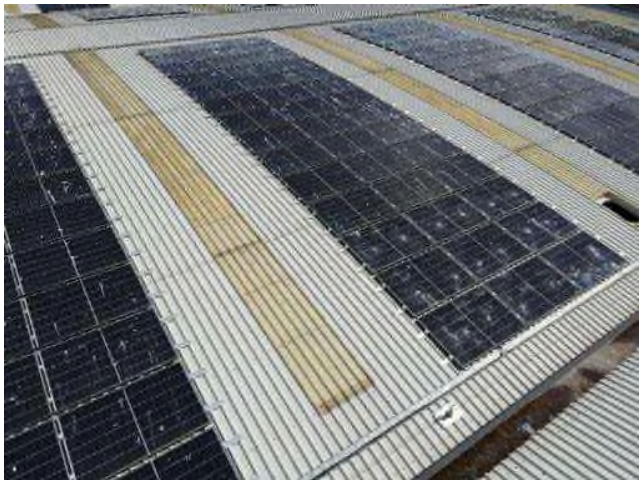
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Damage Report with Photos

Solar panel damage – please refer to Centrica report







Cat ladder plates lock and plates cut off



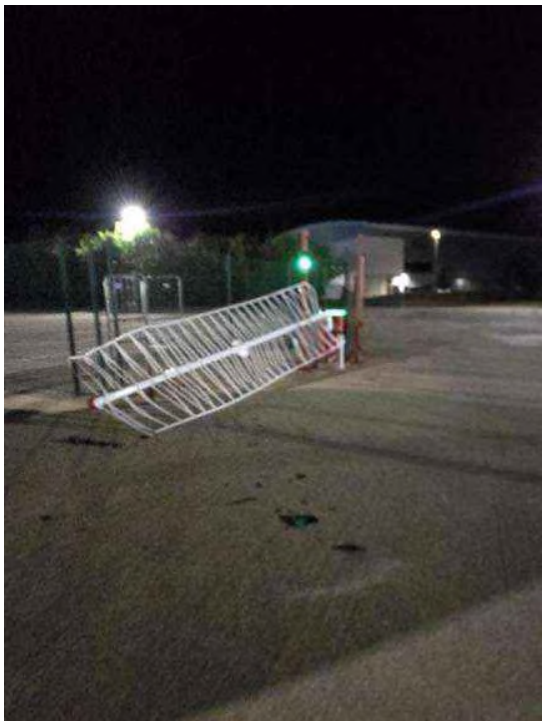


Flare Damage





ANPR barrier





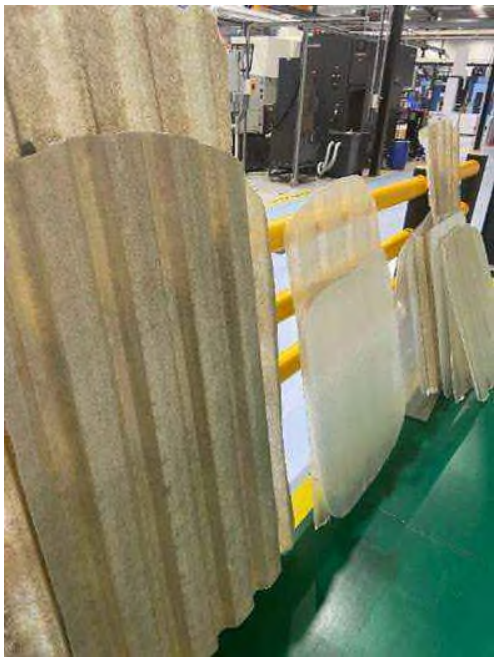
Logistics Gate (photos taken after gate made safe/secure)







Roof Panel Debris / Holes



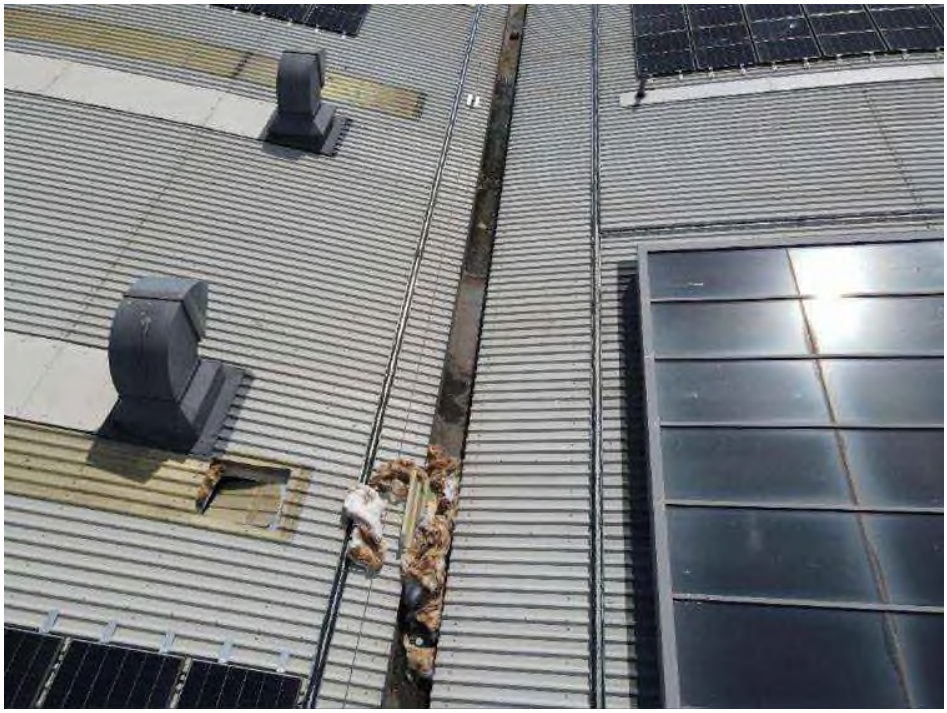










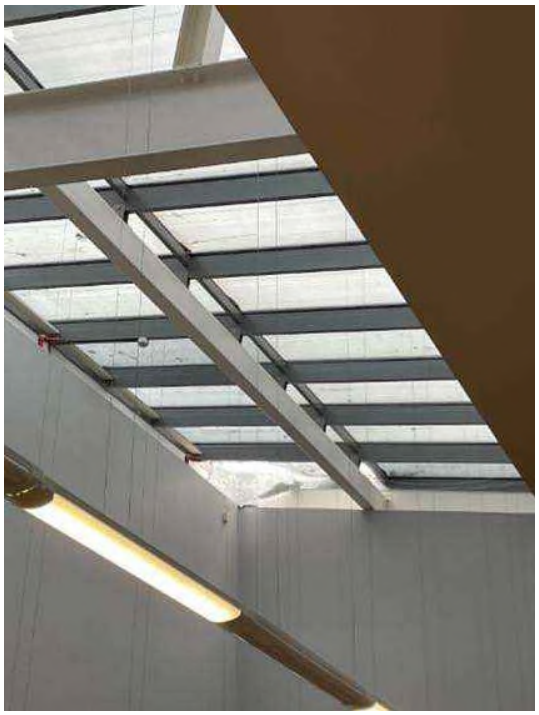


First Floor Windows from Pump House to Operations



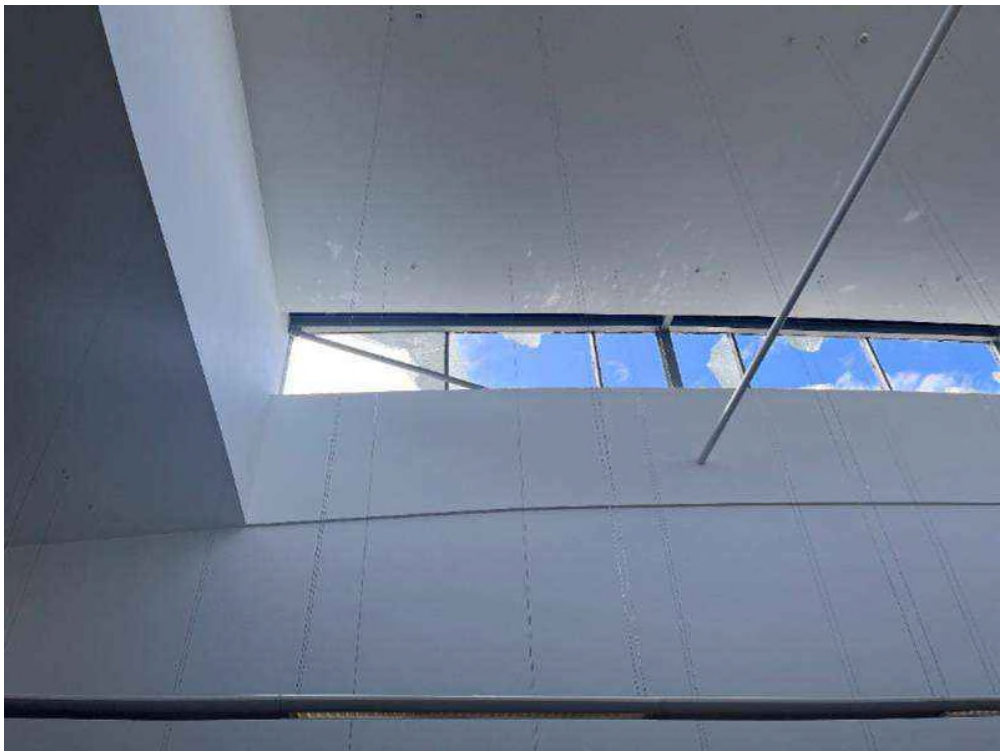


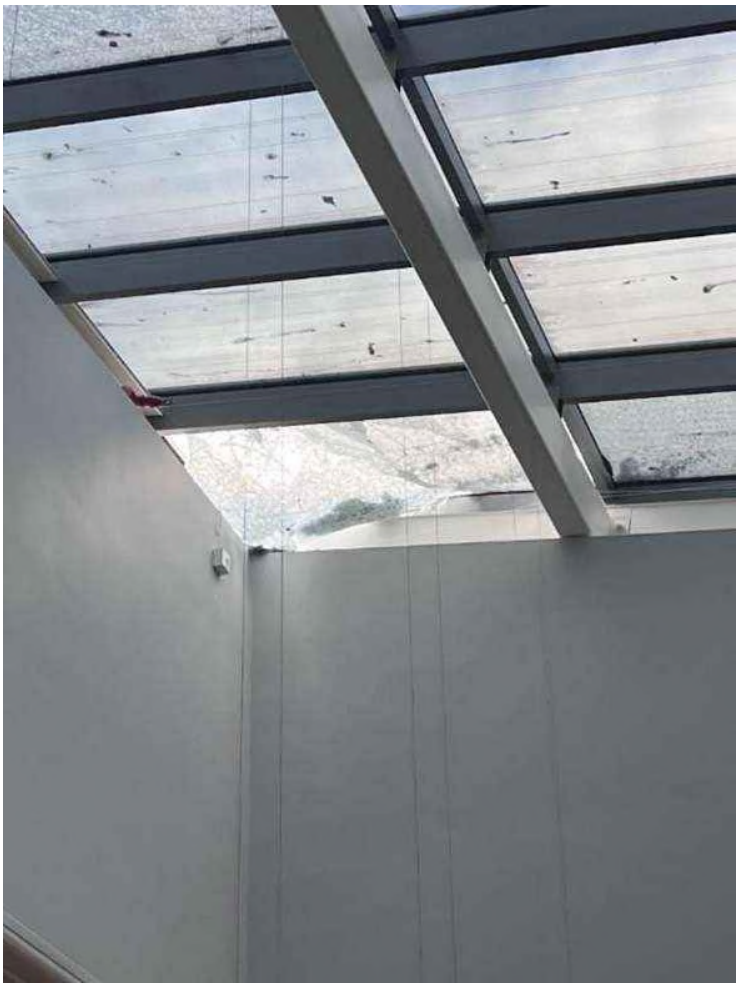
Office Skylights / Atrium Windows









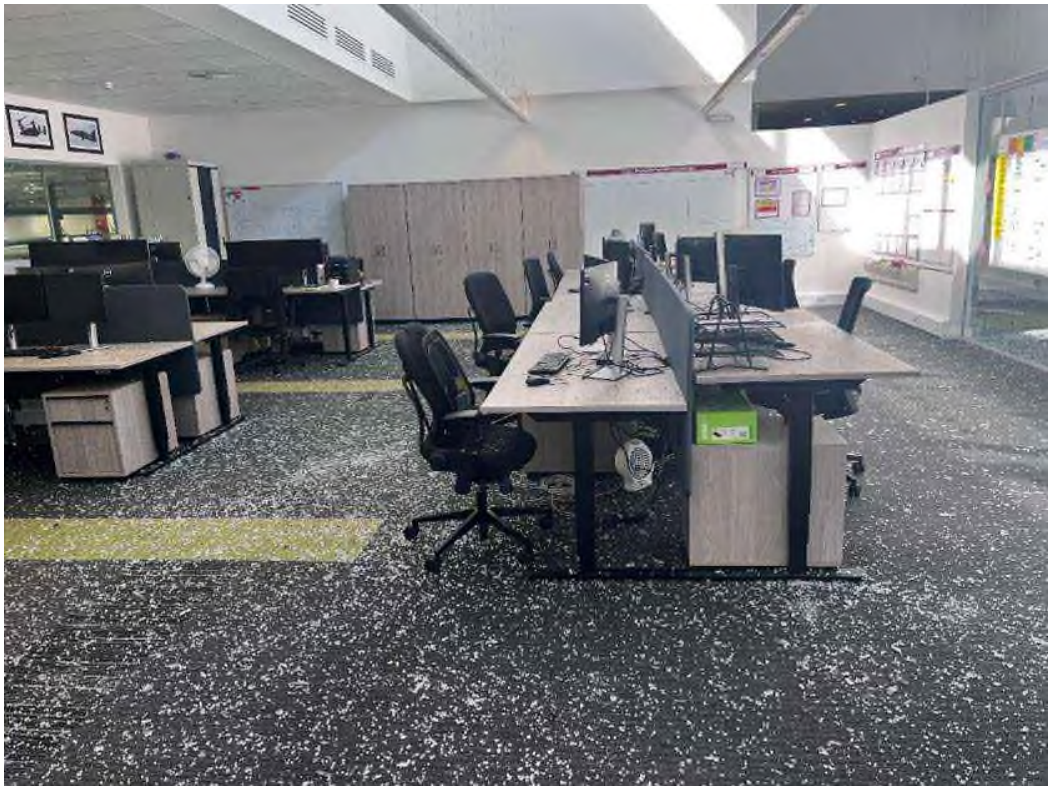








Carpet and Chairs will require replacement due to shards of glass



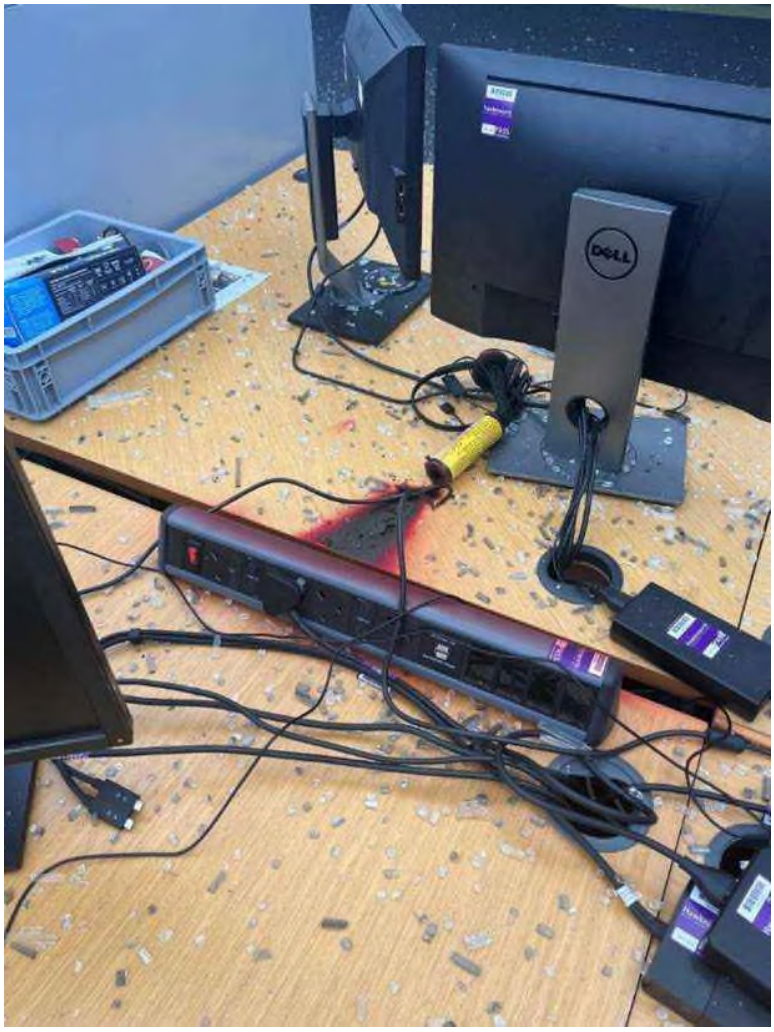




Broken printer



Flare damage to desk



External Damage Summary

11 low level pump house roof – first floor – glass windows broken

50 atrium glass – double glazed - broken

Initial identified roof damage with holes cut open (now at 15 identified):

- 2 holes test
- 2 holes assembly
- 3 holes treatments
- 1 hole v22
- 2 hole v23
- 1 hole FLRA
- 2 hole V20

Bay 2 of Roof

- 1 cut pipe vent right hand side of building
- 1 hole right hand side in skylight
- 1 hole skylight left half of building
- Cut safety line LHS
- 2 holes left hand side of building front of bay skylights

Bay 3 of Roof

- Safety rope LHS
- 1 hole LHS front of bay
- 1 damaged large circular vent rear of bay LHS
- 1 damaged large stack vent rear of bay LHS
- 1 damaged whole skylight unit LHS close to middle glass mezz hut
- 1 hole front of bay RHS
- 1 hole middle of bay skylight RHS
- 2 damaged vents rear of bay RHS

BAY 4 of roof

- 1 very large AHU vent RHS seems damaged. Requires inspection
- 1 damaged skylight and covering mesh, back of bay RHS
- 2 holes skylight rear RHS skylight
- 1 hole RHS skylight middle of bay
- 1 fan missing flapper valve cover
- 1 hole RHS close to mezz hut skylights
- 2 damaged vents RHS close to mezz hut
- Hammer damage to skylights middle of bay front
- 2 Damaged vents LHS front of bay

Post Event Offices Damage Review:

Engineering Office

4 out of 51 skylight unit destroyed

4 Desks with evidence of water damage/ingress and damage from falling glass

5 Office chairs with evidence of water damage/ingress and contamination from glass and glass dust

4 Monitors with evidence of water ingress and contamination from glass and glass dust

Various pieces of power and IT equipment with superficial damage to case and evidence of water ingress and contamination from glass and glass dust.

Carpet still wet in places whole area contaminated with glass and glass dust

4 +1 dropped ceiling tiles

6 +3 ceiling tiles with evidence of water damage/ingress

Global Support Office

20 out of 20 window unit destroyed

4 Desks with evidence of water damage/ingress and damage from falling glass

12 Office chairs with evidence of water damage/ingress and contamination from glass and glass dust

31 Monitors with evidence of water ingress and contamination from glass and glass dust

Various pieces of power and IT equipment with superficial damage to case and evidence of water ingress and contamination from glass and glass dust.

Carpet still wet in places whole area contaminated with glass and glass dust

18 out of 27 strip light fixtures damaged by falling debris and or water ingress.

Production Mezzanine

20 out of 20 window unit destroyed

34 Desks with evidence of water damage/ingress and damage from falling glass

2 Desks with evidence of burn damage from flare (red)

34 Office chairs with evidence of water damage/ingress and contamination from glass and glass dust

29 Monitors with evidence of water ingress and contamination from glass and glass dust

5 Monitors with evidence of contamination from glass and glass dust

Various pieces of power and IT equipment with superficial damage to case and evidence of water ingress and contamination from glass and glass dust.

Photocopier with evidence of damage from falling debris

Carpet still wet in places whole area contaminated with glass and glass dust

18 out of 36 strip light fixtures damaged by falling debris and or water ingress.

Another group has sprung up to fill Palestine Action's shoes

by The Canary — 26 August 2025 in Trending Reading Time: 3 mins read 502 16 AA 1

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Another non-violent direct action has stepped up to fill Palestine Action's shoes and target companies complicit in Israel's genocide. From 4am on Tuesday 26 August, Palestinian Martyrs for Justice took aim at Moog Aircraft Group in Wolverhampton.

Palestinian Martyrs for Justice: new group takes action

Members of the new group, each wearing a T-shirt featuring the face of a Palestinian martyr, crashed a vehicle through two entrance gates to the Moog facility:

From: jmcevoy2 <jmcevoy2@protonmail.com>
Sent: 01 July 2025 2:51 PM
To: AG.GBWO1.Reception <[redacted]>; MCL, Reception <[redacted]>
Subject: [EXTERNAL] Media request - Declassified UK - Deadline 5pm tomorrow

Dear Moog,

I'm an investigative journalist working with Declassified UK. We're preparing an article about Moog's supply of aircraft components to Israel since December 2024 based on shipping documents that we have obtained.

The article makes the following points:

- Moog's site in Wolverhampton has sent at least nine shipments to Israel since December 2024;
- The shipping dates are as follows: 5, 6, 6, 9, 11, 13, 13 December 2024; 5, 5 June 2025.
- The items were delivered to Elbit Systems' Lavi site in Hatzerim airbase, Israel;
- The components were for the M-346 Lavi trainer aircraft, which is used to train Israeli air force pilots to use fighter jets including the F-35 and F-16;
- The total value of the nine shipments may be in excess of £1mn;
- Moog designed the complete Primary Flight Control Actuation System for the M-346 Lavi and is the original equipment manufacturer supplier for production aircraft;
- Moog also provides "sustainment services" for the M-346's Aileron/Rudder Actuator, Horizontal Tail Actuator, Aileron/Rudder Control Module, Airbrake Servovalve, and Noise Wheel Steering Servovalve;
- In addition, Moog contributes to the global F-35 programme, as noted in the company's annual reports for 2021, 2022, 2023, and 2024.

As responsible journalists, we would like to offer Moog the opportunity to reply to the above points in the article.

Our deadline is 5pm tomorrow, 2 July 2025.

Kind regards,
John McEvoy
https://www.declassifieduk.org/

Sent with Proton Mail secure email.

INVESTIGATIONS:

ISRAELI FIGHTER PILOTS TRAINING WITH UK EQUIPMENT

Exclusive: The UK government suspended fighter jet exports to Israel but still allows the sale of parts which help Israeli pilots learn to fly F-35s and F-16s.

JOHN MCEVOY

10 JULY 2025



Cadets parade with an M-346 Lavi. (Photo: Yagil Henkin / Alamy)

Wolverhampton named Moog has sent at least ten shipments to Israel's Hatzerim airbase since December.

The shipments were addressed to a site within the airbase known as Lavi, which appears to refer to a model of plane named after the Hebrew word for a young lion.

The M-346 Lavi is a high-performance aircraft designed to train Israeli pilots to fly advanced fighter jets including the F-16 and F-35.

Last year, Israeli forces used F-16 fighter jets to bomb a residential compound in Gaza housing UK charity Medical Aid for Palestinians, injuring four British doctors.

F-35s have also been used to commit war crimes in Gaza, including an airstrike on a designated safe zone which killed 90 people. They were deployed during Israel's recent airstrikes on Iran.

Moog designed the flight control system for the M-346 Lavi, and provides maintenance services for the aircraft.

The shipping documents reveal how Britain continues to support Israel's fighter jet programme even after the Labour government introduced restrictions on arms sales last September.

The restrictions did not include components for "trainer aircraft", meaning the UK government has attempted to create a distinction between exports for Israel's fighter jets and supplies which help pilots to fly them.

Campaign Against Arms Trade (CAAT) spokesperson Emily Apple told *Declassified*: "This is a disgusting level of

Jeremy Corbyn MP also responded to the revelation, saying: "Last week, the government blocked my Gaza (Independent Public Inquiry) Bill in Parliament. We know why: the government does not want the public to know the full scale of its complicity in one of the greatest crimes of our time".

RELATED



WHAT IS THE F-35 FIGHTER JET ISRAEL USES TO BOMB...

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M-346 Lavi

Israel's first M-346 Lavi was delivered in 2014, with an additional 29 arriving over the following two years. They are hosted at Hatzerim airbase near Be'er Sheva.

Promotional content shows how the jet not only trains pilots to fly, but also helps them master combat techniques. It is equipped with a "digital avionics system" which is modelled on advanced military aircraft such as the F-16, F-22 and F-35.

Its cockpit includes a head-up display which is common in fighter jets, and the aircraft can be armed with practice air-to-ground bombs and a gun pod for live fire training.

fighter, so you save a lot of hours".

By 2022, the Israeli air force had racked up 50,000 flight hours with the M-346, making it the largest user of the jet in the world.

RELATED



UK EXPORTED PARTS FOR ISRAELI AIR FORCE AFTER SUSPENDING ARMS...

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Moog

Moog has sent at least ten shipments to Hatzerim airbase since December 2024, the shipping documents show. Three of those shipments occurred last month.

The delivery address corresponds to the airbase's Lavi site, which is operated by Elbit Systems, Israel's largest arms firm. Elbit helps to manage the supply, maintenance, and overhaul of spare parts for the M-346.

Declassified and *The Ditch* estimate that the total value of the shipments could be over £1m.

annual report for 2024 observes.

Previous annual reports note how Moog "provides actuators, power drive electronics, control electronics and software" for the F-35 fighter jet.

Moog Wolverhampton was on the most recent list of UK-based companies which have received arms export licences for the international F-35 programme.

Last month, the High Court in London ruled that the government could continue to export F-35 parts to Israel provided they went via a third country.

Emily Apple from CAAT said Britain's supplies for Israeli trainer jets "makes a mockery out of the government's already outrageous argument that the only reason it is continuing to supply F-35 spare parts is due to the threat of national security".

She added: "It couldn't be clearer that this government doesn't care about international law. It doesn't care that Israel is committing genocide, and it doesn't care about Palestinian lives.

"All this government cares about is safeguarding arms dealers' profits, and it is down to all of us to hold them accountable for these horrific, immoral and illegal deals".

Declassified has previously revealed that the UK has shipped parts to Israel for another model of trainer aircraft used by its military.

TAGGED: Israel | Palestine



John McEvoy is Chief Reporter for Declassified UK. John is an historian and filmmaker whose work focuses on British foreign policy and Latin America. His PhD was on Britain's Secret Wars in Colombia between 1948 and 2009, and he is currently working on a documentary about Britain's role in the rise of Augusto Pinochet.

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Image: Warwick Stands With Palestine

Opinion: Warwick Stands With Palestine: Who We Are (https://theboar.org/2024/04/op warwick-stands-with-palestine-who-we-are/)

By **Warwick Stands With Palestine** (https://theboar.org/author/warwickstandswithpalestine/)

Apr. 27, 2024 (https://theboar.org/author/warwickstandswithpalestine/)

Posted in (https://theboar.org/author/warwickstandswithpalestine/)**Opinion** (https://theboar.org/opinion/)

This article is the opinion of another organisation and is not affiliated with The Boar

Warwick Stands With Palestine is a cross-campus coalition of student and staff organisations that see Palestinian liberation as a cause central to the struggle against exploitation and oppression. Drawing on a long history of anti-war and anti-apartheid organising on campus, our coalition calls on Warwick University to

divest from all companies and institutions facilitating the genocidal Israeli regime, and support our fights for the liberation of all people.

As we now enter the seventh month of the US-UK-Israeli genocide on the people of Gaza, there has been no end to the barbarity and criminality perpetrated by the occupation. Israel has relentlessly bombed and besieged schools, hospitals, homes, and aid distribution centres, all whilst cutting off access to food, water, electricity, fuel, and medicine for over two million people, half of whom are children. Bodies of shackled medical workers still in their scrubs recovered from mass graves on the grounds of Al-Shifa (https://news.un.org/en/story/2024/04/1148876) and Nasser (https://www.aljazeera.com/news/2024/4/21/nearly-200-bodies-found-in-mass-grave-at-hospital-in-gazas-khan-younis) hospitals have been among the over 34,000 murdered Palestinians in Gaza. More than 8,000 remain trapped under the rubble, with Israel's weaponisation (https://www.hrw.org/news/2024/04/09/gaza-israels-imposed-starvation-deadly-children) of famine already having taken the lives of dozens of children in the North, starvation and dehydration threatening thousands more.

What these crimes represent is but another chapter in 76 years of ethnic cleansing, dispossession, and brutality practised by the Israeli regime against the people of Palestine, with full backing from Western governments and institutions like Warwick University.

Founded in October 2023, WSWP is united first and foremost by the material needs of Gaza at this critical juncture, and we rise up to defend Palestinian life, land, and liberation struggle despite attempts to silence our voices. We will remain restless in our resolve until Warwick divests from Israeli genocide; and until Palestine is free, from the River to the Sea.

Our Values

We believe in liberation for all: from Kashmir to Palestine, from the Philippines to Mexico, from Grenfell to Eelam, from Yemen to Sudan and Congo, the liberation of all colonised people are interconnected.

We understand that the fight against Zionism and imperialism is bound up with the liberation of all oppressed people; none of us are free until we are all free. Violent histories of Western colonisation, imperialism, and white supremacy together produce the forms of Islamophobia, antisemitism, and racism with which live and struggle against today. We reject the conflation of Zionism with Judaism and its erasure of Jewish members within our bloc, long standing partners in the movement for Palestinian liberation.

We believe only collective liberation will keep us safe. The police, prisons, campus security, borders, imperialism and profit over people will not. Recent years have seen the University reorganised into a business that puts return on investment above the needs and desires of its students and staff. Students leave university more indebted and overworked than ever, whilst the erosion of pay and conditions amongst staff creates a casualised, precarious and overstretched workforce. As state-managed economic decline disciplines droves of young people into job precarity and debt, we understand that only by organising together for a better world will we truly create safety for all.

We are committed to creating a safe space to dismantle all interlinked structures of oppression by engaging in relationship building and solidarity. As members in the coalition, we rely on each other to carry the movement forward, for we are all embodiers of liberation, however varied our lived experiences and political positions.

Warwick University: Partner in Colonial Genocide

We attend a university situated at the beating heart of empire, a university deeply integrated into the war machine whose bombs and weapons we export to violent regimes all over the world. Over the last 6 months, we have witnessed the University yield before the interests of militarism, imperialism, and the Zionist lobby. But we recognise that Warwick's failure to condemn the genocidal Israeli regime and cut its ties reveals not a departure from the progressive "values" it preaches but the intended result of its placing of profit over people.

Warwick University cannot and will not liberate us as long as their material interests are rooted in the lucrative business that is the oppression of the global masses.

Student Resistance

That said, as a national and global bloc students have always been at the forefront of struggles against apartheid, police brutality, climate breakdown, and global imperialism. At "Red (https://theboar.org/2016/02/red-warwick-a-hidden-history/)" Warwick, students led charges for the institution to divest (https://blogs.warwick.ac.uk/dennisleech/entry/warwicks_sanctions_against/) from Apartheid South Africa's largest financier, Barclays Bank; whilst today, students at campuses all across the United States are rising up with "Gaza Solidarity Encampments (https://www.columbiaspectator.com/news/2024/04/17/dozens-of-protesters-occupy-south-lawn-call-for-divestment-from-israel-ahead-of-shafik-testimony/)," in spite of their brutalisation at the hands of the NYPD and University administrators

(https://www.columbiaspectator.com/news/2024/04/18/shafik-authorizes-nypd-to-sweep-gaza-solidarity-encampment-officers-in-riot-gear-arrest-over-100/).

Our Vision

We see Palestine as the vanguard for collective liberation, for students and staff alike. As we witness the genocide in Palestine unfold before our eyes, it is important for us to recognise that Zionism is not a problem "over there" but rather a global phenomenon that has very real consequences in our locale. So when we call for Warwick (https://theboar.org/2024/02/dangerous-liasons-warwicks-ties-to-the-arms-industry/) to divest from Israeli colonial genocide, we are too calling for a collective reimagination of campus life for when Palestine is free. Instead of spending hundreds of millions of pounds constructing a new STEM (https://www.constructionenquirer.com/2023/11/29/warwick-uni-plan-for-science-and-engineering-campus/) campus, only to cement Warwick's reputation as a research destination for militarised and imperialist interests, we should ask how that money might instead be reinvested into our communities. Instead of developing technology for Israeli bombs, jets, drones, or AI, how might that money be used to provide affordable on-campus accommodation, or food security for all? Instead of welcoming arms companies on campus for careers fairs, how might we end conditions of precarity for staff, and end the regimes of extortion and extraction manifest in our tuition fees.

By recognising the ways in which Warwick's ties with Zionism have implications across university life, we understand that our fight for a more just campus is bound up in our fight for a free Palestine, and vice versa.

Our Demands

We demand that Warwick University,

1. **Divest** from Israeli colonial genocide. Wawick must immediately **terminate all academic and teaching partnerships** with companies facilitating Israel's genocidal war on Gaza, including Rolls-Royce, Moog, BAE Systems, and all other defence contractors on campus.
2. **Condemn** Israeli war crimes in Palestine. Warwick must call for an immediate, permanent, and unconditional ceasefire, and for a just peace that realises the full rights of the Palestinian people to be free from colonial siege and occupation.
3. **Pledge** to assist the rebuilding of Gaza's destroyed education sector, establish links with Palestinian universities, and expand scholarships for Palestinian students.
4. **Protect** the freedom of speech for Palestinian students, staff, and their allies, in protests and expressions of solidarity with the Palestinian struggle for national liberation.

Injustice everywhere threatens to overwhelm us. Our oppressors want us to feel helpless in the face of the most heinous crimes and atrocities perpetrated against the Palestinian people with impunity. But we owe it to our martyrs of hope, our political prisoners, and the millions from Gaza to Tulkarem, to continue the struggle for Palestinian liberation, which is a struggle for the liberation of all.

Signed,

Warwick Action for Palestine

Warwick Anti-Racism Society

Warwick Anti-Sexism Society

Warwick Amnesty

Warwick Student-Staff Solidarity Network

Warwick Labour Society

Warwick Arab Society

Warwick Pakistani Society

Warwick UNICEF

Warwick Pride

Global South Initiative

Taylor Swift Society

North African Society

Warwick Bass

Warwick Snow

Qulture Warwick

Warwick Riot

Warwick Kehillah

BASE Law Society

Persian Society

Bengali Society

East African Society

ahlul bayt society

Ahmadiyya Muslim Students' Association

Dubai Society

Legal Technology Society

BAR Society

Filmmaking Society

Allotment Society

Argentine Tango Society

Bad Film Society

Vegan and Veg Society

Marxist Society

WMS Pride (LGBTQ+) Network

Unison Warwick Branch

Hindu Society

Student Socialist Workers Party

Liberal Arts Society

Indian Classical Dance Society

Islamic Society

Comments (1)

Norman Thomas (http://www.platformfilms.co.uk) 1 year ago (https://theboar.org/2024/04/opinion-warwick-stands-with-palestine-who-we-are/#comment-544472) · ➦ Reply (https://theboar.org/2024/04/opinion-warwick-stands-with-palestine-who-we-are/?replytocom=544472#respond)

I am trying to make contact with Warwick Stands With Palestine. Platform Films is a radical film maker. We are making a documentary film about the horrific events in Gaza and the global protests which they have triggered. We wish to interview someone from Warwick Stands With Palestine urgently. Our website is http://www.platformfilms.co.uk (http://www.platformfilms.co.uk) . My phone number is 07989070843

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MAPPED: The UK companies arming Israel, including producers for the F-35 combat aircraft

Say no to the genocide profiteers on YOUR doorstep!

Last updated 20 November 2024

Welcome to CAAT's interactive map of UK companies recently involved in arming Israel, including those manufacturing components for the F35 combat aircraft.

15% of every F35 that Israel is using to bombard Gaza is made by British industry. CAAT estimates the value of the components UK industry supplies for Israeli F35s to be worth at least £360m since 2016.

In addition, many other companies have received export licences to Israel in the past few years, for other types of military equipment.

The information shown on this map, about the companies arming Israel, has been obtained through Freedom of Information (FOI) requests submitted by CAAT and others. See also the FAQs about this map and the information on it, and our recent briefing on UK arms sales to Israel.

Search for your area, find your local arms dealer, and say NO to companies profiting from genocide on YOUR doorstep!

For more information on UK arms supplies to Israel, the Israeli arms industry, and Israel's ongoing occupation and repression of the Palestinians, see our main Israel country page.

Explore details of other export licences (apart from the F-35 components) issued by the current government for arms sales to Israel, since 2015, from our UK export licences browser. This includes information on the companies holding each licence for most licences since October 2021.

Find more information about some of the companies listed on the map on our Companies Browser.

Most exports for UK-made components for the F-35, whether to the US which makes the complete planes, or to other partner or customer countries (including Israel), are covered by an Open General Export Licence (OGEL), which allows companies registered for the licence to export unlimited quantities of equipment to the relevant countries, so long as it is for the F-35, without need for individual licences. Thus, most F-35 exports do not need an individual licence, and are not covered by the export licences browser. The map displays all companies in the UK that are registered for this OGEL. These companies are shown by **red** pins on the map.

The companies holding other export licences to Israel, which are also included in the export licences browser, are shown by **blue** pins on the map.

Companies which are registered for the F-35 OGEL and which have received other export licences to Israel, are shown by blue and red **striped** pins on the map.

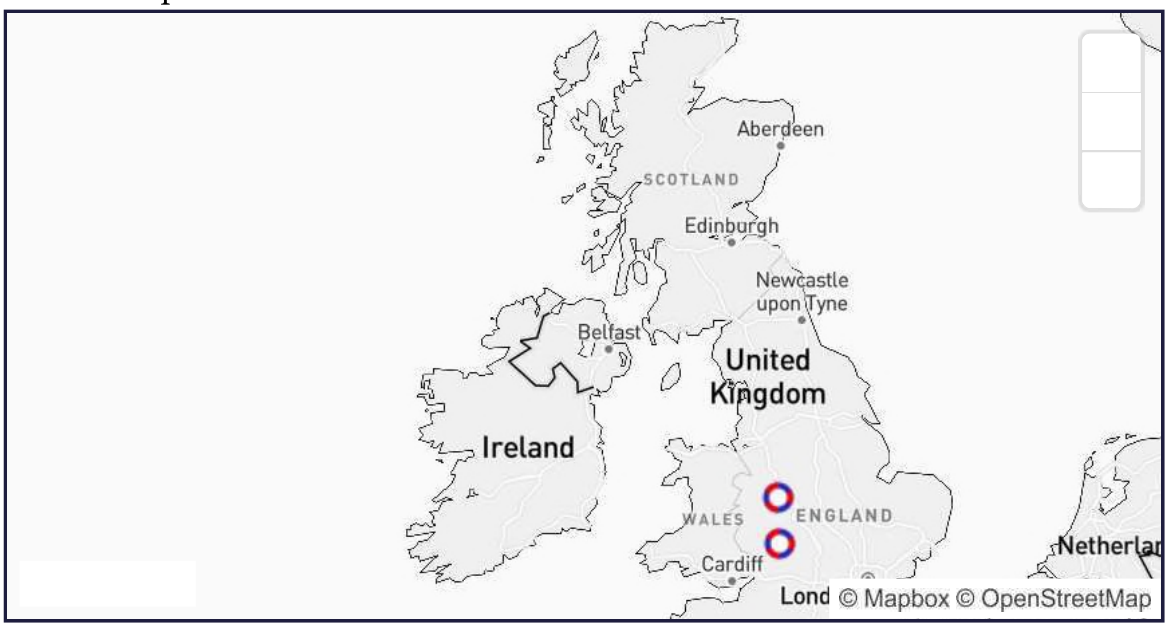
For more information read the FAQs about this map.

NB: While it is likely that the great majority of exports for the F-35 are conducted using this OGEL, there may be other companies that are involved but are not registered for the OGEL, instead applying for Single or Open Individual Export Licences (SIELs or OIELs) as needed. We know that there have been other export licences for F-35 components for which Israel was an authorised destination, though these may have been indirect licences via the United States or another country.

It is also not necessarily the case that all companies that are registered for the OGEL are *currently* producing and exporting components for the F-35, and at least one company, Strain Measurement Devices, claims to have stopped in 2021.

However, the fact that a company registered for the OGEL clearly implies that, at the time they had an expectation of conducting regular exports for the F-35.

Some of the other export licences to Israel held by the companies shown on this map are no longer extant. Others will have been suspended as part of the government's decision on 2 September to suspend certain export licences to Israel for use in Gaza. The companies shown on this map have nonetheless received export licences to Israel at least since October 2021.



Known F-35 production site

Head office

F-35 producer

Military Export Licence Holder

Moog

Reset map

F-35 producer

Israel military export licences

Supplier of various components and digital systems in motion control and electronic solutions, including weapon systems, ammunition handling and steering control for various major missile platforms. Customers include KMW, General Dynamics, Lockheed Martin, Patria, Rheinmetall, BAE Systems.

C/O Moog Controls Limited, Ashchurch, Tewkesbury, Gloucestershire, GL20 8NA

Registered address
Moog Wolverhampton Limited, Valiant Way, Wolverhampton, West Midlands, United Kingdom, WV9 5GB

CAAT would not exist without its supporters. Each new supporter helps us strengthen our call for an end to the international arms trade.

Keep in touch



Neutral Citation Number: [2025] EWHC 1708 (Admin)

Case No: AC-2025-LON-002122

IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION
ADMINISTRATIVE COURT

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 04/07/2025

Before :

MR JUSTICE CHAMBERLAIN

- -

Between :

THE KING
on the application of
HUDA AMMORI — **Claimant**

- and -

SECRETARY OF STATE FOR THE HOME DEPARTMENT — **Defendant**

- -

Raza Husain KC, Blinne Ní Ghrálaigh KC, Paul Luckhurst, Owen Greenhall, Audrey Cherryl Mogan, Mira Hammad and Grant Kynaston (instructed by **Birnberg Peirce Solicitors**) for the **Claimant**
Ben Watson KC, Stephen Kosmin, Andrew Deakin and Karl Laird (instructed by **the Government Legal Department**) for the **Defendant**

Hearing dates: 4 July 2025

- -

Approved Judgment
(Revised Version)

Mr Justice Chamberlain:

Introduction

1. The claimant is one of the founders of Palestine Action ("PA"), which she describes as "a national network created by a number of direct action groups and activists from across the UK". She says that PA aims:

> "(i) to prevent serious violations of international law by Israel… against the Palestinian people, including war crimes, crimes against humanity, apartheid and genocide, and the aiding, abetting and facilitation thereof by others, including corporate actors; and
>
> (ii) to expose and target property and premises connected to such crimes and violations".

2. On 20 June 2025, two protestors linked to PA entered RAF Brize Norton and sprayed red paint on two RAF aircraft. The claimant says that the base is a departure point for flights to RAF Akrotiri in Cyprus, which she describes as "a key site of British military support for Israel's genocide in Gaza". A defence source was quoted in an article on the BBC website as saying that they "did not expect the incident to affect operations".

3. On 23 June 2025, the Home Secretary made a written ministerial statement in the House of Commons. She explained that she proposed to make an order adding Palestine Action to the list of proscribed organisations under the Terrorism Act 2000 ("the 2000 Act"). In all but urgent situations, before making such an order, a draft must be laid before Parliament and approved by affirmative resolution of both Houses.

4. The proscription order was laid in draft on Monday 30 June. The draft order adds PA, together with two other organisations—the Maniacs Murder Cult and the Russian Imperial Movement—to the list of proscribed organisations. It has since been debated in and affirmed by each House (the House of Commons on 2 July and the House of Lords on 3 July). It is intended that the order will be made today (4 July) and will come into force tomorrow (5 July), subject to any interim relief the court may grant.

5. Judicial review claim documents were sent to the court late on the evening of Friday 27 June. They include an application for interim relief to restrain the Secretary of State from making the proscription order or, if made before the hearing, to suspend its effect.

6. After considering a response from the Home Secretary and a reply by the claimant over the weekend, I gave directions for a case management hearing on Monday 30 June. Following that hearing, I gave directions for an interim relief hearing today (4 July) and a separate permission hearing in the week commencing 21 July 2025.

7. The Secretary of State has indicated that she is likely to apply for a declaration under s. 6 of the Justice and Security Act 2013 ("the 2013 Act") so that the court can consider CLOSED material at the permission hearing. There has been no time for a closed material procedure before the interim relief hearing.

Evidence

The claimant's evidence

8. In her witness statement, the claimant says this:

> "3… In 2020, I co-founded Palestine Action, a direct-action protest group aimed at preventing military targets in the UK from facilitating gross abuses of international law. The aim of terrorists is to take lives and hurt people: that is the opposite of what Palestine Action is about.
>
> …
>
> 30. Palestine Action's aim is to take direct action against Israel's arms trade in Britain. Our aims have never included, and we have never encouraged, harm to any person at all. The goal is simple: to put our bodies in the way of military machine perpetrating genocide. The main target has been stopping Elbit Systems [a defence company which is said to supply the Israeli government].
>
> 31. I am not the leader. We are a horizontal movement and everyone is the same. We have different working groups for different things and all work together. I sometimes do more of the public speaking. We encourage people to have their own ideas and take their own actions. These do involve damage to property contributing to the arms industry, but also have involved demonstrations, talks, sit ins, posters/banners and sieges. For example, supporters of Palestine Action from the local community in Leicester hold a demonstration outside an Elbit factory there weekly."

9. The claimant predicts that, if the proscription takes effect, she will be labelled as the co-founder of a terrorist organisation and this will make her "incredibly unsafe". Those who have taken direct action with PA, including many who have not yet completed their university degrees, are likely to lose their jobs or be unable to get one. The claimant would have to avoid travelling to the Middle East for fear of assassination. Many Palestinian supporters would be unable to go home. Proscription may have a reputational impact on the claimant's immediate family.

10. People all over the country will have to discard their PA tee-shirts, banners and badges or risk committing a terrorist offence. Hundreds who are waiting to be charged or tried after taking direct action with PA, including the claimant herself, will be unable to receive a fair trial or to speak in favour of their own actions. When they stand trial, they will be unable to receive emotional or financial support.

11. The claimant predicts that, if PA is proscribed, she will never be given a platform to speak publicly, because PA will be "ranked alongside ISIS and National Action (both being groups I detest)". The claimant also fears that proscription may have an impact

on the release of a film called *To kill a war machine*, which was due to be screened in the UK and globally.

12. The claimant concludes:

> "45. At the time I write this statement, Palestinians in Gaza are trapped in a nightmare. A population has been pushed into a tiny space, starved, killed, maimed, tormented and is at the verge of destruction. Our movement seeks to end this suffering: not through hurting people or fighting but through direct action, like many protestors before us. We are not the terrorists."

13. The claim was filed with supporting witness statements from Anna Ost, Senior Legal Officer at the European Legal Support Centre; Sam Grant, Director of External Relations at the National Council for Civil Liberties ("Liberty"); and Sacha Deshmukh, Chief Executive Officer of Amnesty UK. This evidence shows that PA has widespread support among those supportive of Palestinian rights and claims and that the proposed proscription has given rise to serious concern on the part of some journalists, politicians and mainstream civil society groups and non-governmental organisations.

14. Further evidence was filed on 2 July from the claimant, Ms Ost and other individuals.

15. In her second witness statement, the claimant records her shock and frustration that PA is to be proscribed alongside the Maniacs Murder Cult and the Russian Imperial Movement. She points out that it has taken 5 years to build up the network that is PA and that it would be extremely difficult to rebuild it if it were de-proscribed after a period of proscription for several months. She gives details of requests under the Freedom of Information Act 2000 for documents recording contact between the Israeli government, Elbit Systems and others in the defence sector and ministers, officials and senior police officers. Details are given of public statements by a lobby group called We Believe in Israel, claiming credit for the proscription of PA, and of two letters sent by the Campaign Against Antisemitism to the Secretary of State calling for the proscription of PA, among other groups.

16. In her second witness statement, Ms Ost gives details of cases of which her organisation is aware, where those accused of association with terrorists have encountered problems at university, at work, with professional regulatory bodies and/or in relation to their immigration status.

17. The other individuals whose evidence is relied upon are Zoe Stormonth Darling (a pupil barrister), Selma Dabbagh (a British-Palestinian solicitor and novelist), Sally Rooney (a novelist), Alexei Sayle (a comedian, presenter and writer), Lydia Dagostino (a solicitor representing persons charged with offences arising out of direct action by PA), Kevin John McEvoy (a journalist), Joe Irving (a campaigner and freelance web developer), Ibrahim Takey (a protestor against Elbit UK in Leicester), Basma Ghalayini (a Palestinian Gazan office manager), Andrew Feinstein (writer, sometime politician and Executive Director of Shadow World Investigations) and Aimee Shalan (Chair of the British Palestinian Committee). It is not possible to summarise here the content of these statements, but each attests to the anticipated adverse impact of the order.

18. In her statement, Ms Dagostino outlines the potential consequences of the proscription of PA for individuals who continue to express support for it. These include arrest, deprivation of liberty, stigma and loss of employment. She also explains her concerns about the effects of proscription on persons awaiting trial for offences connected with PA direct action in the past. She points out that, if interim relief were granted, the criminal law would still supply a range of offences which would offer protection to the public until the judicial review claim were determined and that there does not seem to be a substantial case for urgency. Finally, she refers to and exhibits a statement from a panel of experts appointed by the UN Human Rights Council, which includes five UN special rapporteurs. The statement includes the following:

> "While there is no binding definition of terrorism in international law, best practice international standards limit terrorism to criminal acts intended to cause death, serious personal injury or hostage taking, in order to intimidate a population or compel a government or an international organisation to do or to abstain from doing any act."

19. Ms Dagostino also refers to a statement of intention by one prominent journalist and writer to continue to support PA even if it is proscribed. He refers to this as "our 'I am Spartacus' moment".

20. The following is an extract from Sally Rooney's witness statement:

> "9. Though I am based in Ireland, my work is published in the UK. My novels regularly appear in bestseller lists and I often travel to Britain to speak in public about my work. I am and will continue to be a committed supporter of Palestine Action. If it that support is criminalised, I will effectively be prevented from speaking at any future public events in the UK, since I could not in good conscience disguise or lie about my principles in public. If I continue to voice support for Palestine Action from my home in Ireland, what are the likely consequences? Will I be denounced publicly by the Prime Minister? Will bookshops go on stocking the work of an author the Home Secretary has branded a 'terrorist' simply for supporting a protest group?
>
> 10. The BBC has adapted two of my books for television; both series are presently promoted on the iPlayer service. Normal People, which I co-wrote and produced, was the BBC's most-streamed series in 2020, with over 62 million views. My beliefs have not changed since the making of that series, and I have done nothing but continue to express them. If the expression of those beliefs becomes a terror offence under UK law, would the BBC continue to screen and promote my work? Is it likely that I could ever again collaborate with British public institutions like the BBC as I have done in the past?
>
> 11. The cultural effects of proscription could not be easily mended, even if the Home Secretary later changed her mind. For

> any public figure to be labelled a 'supporter of terrorism' by the state would have serious consequences. It would likely end or severely restrict the careers of many emerging artists. 'Terrorism' is not a trivial word."

The application to intervene by the UN Special Rapporteur

21. On the afternoon of 3 July, Prof. Ben Saul, the UN Special Rapporteur on the Promotion and Protection of Human Rights and Fundamental Freedoms while Countering Terrorism, filed an application for permission to intervene in the proceedings pursuant to CPR 54.17. He explained in a "preliminary witness statement" that his mandate was created specifically to address concerns over the misuse of legislation and policies to combat terrorism and the growing adverse impact on human rights and fundamental freedoms. He explained that it is his view that "treating 'direct action' against property interests as 'terrorism' seriously over-classifies the nature of the conduct, and is fundamentally contrary to best practice international standards on the nature and scope of terrorist acts". He argues that the domestic legislation should be read consistently with this view.

22. Prof. Saul adds this:

> "27. Proscription of Palestine Action would set a precedent for the proscription of other robust protest and 'direct action' movements hitherto regarded as unruly but never as terrorist, such as certain climate change activism. It would also be out of step with comparable liberal democracies, including in Europe and various common law States, where mere property damage has seldom been a sufficient basis for designating groups as terrorist.
>
> 28. Most responsible States globally have limited terrorism designations to extremist actors engaged in grave large scale atrocities, such as Al Qaeda or ISIL and their associates, groups involved in intense armed conflict against State authorities (e.g. Hezbollah, Hamas, PKK, LTTE and so on), or other organized campaigns of intense violence by separatist, socialist, far-right, religious or other causes. Protest movements claiming to defend human rights, that are an irritant to property rights or affect certain national security interests, but which do not engage in sustained campaigns of murder, are not typically treated as 'terrorist', even where they could technically come within a national terrorism definition. Definitions are frequently over-inclusive, but good judgment and restraint also need to be exercised in a democracy committed to human rights and a substantive not merely procedural conception of the rule of law."

The Home Secretary's reasons for proscription

23. The Home Secretary's written ministerial statement to the House of Commons on 16 June 2025 includes the following:

"…The disgraceful attack on Brize Norton in the early hours of the morning on Friday 20 June is the latest in a long history of unacceptable criminal damage committed by Palestine Action. The UK's defence enterprise is vital to the nation's national security and this Government will not tolerate those who put that security at risk…

Since its inception in 2020, Palestine Action has orchestrated a nationwide campaign of direct criminal action against businesses and institutions, including key national infrastructure and defence firms that provide services and supplies to support Ukraine, NATO, Five Eyes allies and the UK defence enterprise. Its activity has increased in frequency and severity since the start of 2024 and its methods have become more aggressive, with its members demonstrating a willingness to use violence. Palestine Action has also broadened its targets from the defence industry to include financial firms, charities, universities and Government buildings. Its activities meet the threshold set out in the statutory tests established under the Terrorism Act 2000. This has been assessed through a robust, evidence-based process, by a wide range of experts from across Government, the police and the security services.

In several attacks, Palestine Action has committed acts of serious damage to property with the aim of progressing its political cause and influencing the Government. These include attacks at Thales in Glasgow in 2022; and last year at Instro Precision in Kent and Elbit Systems UK in Bristol. The seriousness of these attacks includes the extent and nature of damage caused, including to targets affecting UK national security, and the impact on innocent members of the public fleeing for safety and subjected to violence. The extent of damage across these three attacks alone, spreading the length and breadth of the UK, runs into the millions of pounds.

...

I have considered carefully the nature and scale of Palestine Action's activity. Proscription represents a legitimate response to the threat posed by Palestine Action. The first duty of Government is to keep our country safe, which is the foundation of our plan for change.

Given significant public concern over recent activities by this group, including the incident in Brize Norton last week, and balancing the relevant considerations, I have decided to confirm this decision to proscribe to the House in advance of laying the relevant order."

24. The draft proscription order laid on 30 June was accompanied by an Explanatory Memorandum. The part of the Memorandum which deals with PA says this:

> "5.2 Palestine Action is a pro-Palestinian group with the stated aim to support Palestinian sovereignty by using direct criminal action tactics to halt the sale and export of military equipment to Israel. Since its inception in 2020, Palestine Action has orchestrated a nationwide campaign of direct criminal action against businesses and institutions, including key national infrastructure and defence firms that provide services and supplies to support Ukraine, the North Atlantic Treaty Organisation (NATO), 'Five Eyes' allies and the UK defence enterprise. Palestine Action has also broadened its targets from the defence industry to include financial firms, charities, universities and government buildings. Its activity has increased in frequency and severity since the start of 2024 and its methods have become more aggressive, with its members demonstrating a willingness to use violence. Its activities meet the threshold of being concerned in terrorism as set out in the Terrorism Act 2000.
>
> 5.3 The UK Government assesses that Palestine Action commits and participates in acts of terrorism. In several attacks, Palestine Action has committed acts of serious damage to property with the aim of progressing its political cause and influencing the Government. These include attacks at Thales in Glasgow in 2022, and in 2024 at Instro Precision in Kent and Elbit Systems UK in Bristol. The seriousness of these attacks includes the extent and nature of damage caused, including to targets affecting UK national security, and the impact on innocent members of the public.
>
> 5.4 Palestine Action prepares for terrorism. The organisation has provided practical advice to assist its members with conducting attacks that have resulted in serious damage to property at targets across the UK to further its cause. In late 2023, Palestine Action released the 'The Underground Manual' which can be accessed via its website. The guide encourages the creation of cells and provides practical guidance about how to carry out activity against private companies and government buildings on behalf of Palestine Action, including how to evade arrest. The document provides a link to a website also created by Palestine Action which contains a map of specific targets across the UK. The manual encourages members to undertake a number of operational security measures to protect the covert nature of their activity.
>
> 5.5 Palestine Action promotes and encourages terrorism. Through its media output, Palestine Action publicises and promotes its attacks involving serious property damage, as well

> as celebrating the perpetrators. Palestine Action activists often record footage of their activity and Palestine Action publicises this imagery and other details on its media channels. Palestine Action encourages its followers to support the perpetrators of such attacks and to send messages of support to those who are imprisoned as a result of their activity, demonstrating a sympathetic and celebratory posture.
>
> 5.6 Since 2020, Palestine Action's campaign has resulted in hundreds of millions of pounds worth of criminal damage and lost revenue. Members of Palestine Action have been charged with serious offences for activity carried out during attacks, including offences involving violence and weapons. Attackers caused over a million pounds worth of damage at the Thales defence factory in Glasgow in 2022. The Sheriff, in passing custodial sentences for the attacker's violent crimes, spoke of the panic among staff who feared for their safety as pyrotechnics and smoke bombs were thrown.
>
> 5.7 Palestine Action has a considerable online presence that has enabled the organisation to galvanise popular support; recruit and train members across the UK; and raise considerable funds through online donations. Palestine Action has a footprint in all 45 policing regions in the UK.
>
> 5.8 Proscription will enable law enforcement to effectively disrupt Palestine Action. It will help undermine the convert [sic] methods that Palestine Action uses and help reduce the risk that Palestine Action radicalises people wishing to demonstrate legitimate support for the Palestinian cause into becoming members or supporters of the organisation."

25. As to why the proscription order is being brought into force on the day after it is made, the Memorandum says this:

> "11.1… any significant delay between the laying and coming into force of the Order would alert the organisation to its impending proscription and may result in pre-emptive action by the organisation's members designed to circumvent the provisions of the Act and/or the criminal law."

Liberty and Amnesty International

26. By a letter sent to the court on the evening of 3 July, Liberty and Amnesty International have given notice that they are also considering applying to intervene in the proceedings "if interim relief is granted". They argue that proscription of PA is not a proportionate interference with freedom of expression and association, but are concerned that, if interim relief is not granted, there is a real risk that advocacy for the de-proscription of PA could amount to one or more offences under the 2000 Act.

Legal framework

The Terrorism Act 2000

27. Section 1(1) defines "terrorism" as

> "the use or threat of action where—
>
> (a) the action falls within subsection (2),
>
> (b) the use or threat is designed to influence the government or an international governmental organisation or to intimidate the public or a section of the public, and
>
> (c) the use or threat is made for the purpose of advancing a political, religious, racial or ideological cause."

28. Section 1(2) provides that action falls within it if it:

> "(a) involves serious violence against a person,
>
> (b) involves serious damage to property,
>
> (c) endangers a person's life, other than that of the person committing the action,
>
> (d) creates a serious risk to the health or safety of the public or a section of the public, or
>
> (e) is designed seriously to interfere with or seriously to disrupt an electronic system."

29. It may be noted that action done for the purposes set out in s. 1(1)(b) and (c) can constitute terrorism if it involves serious damage to property even if it does not involve violence against any person or endanger life or create a risk to health or safety. In this respect it may fairly be observed that the statutory concept is wider than the colloquial meaning of the term.

30. Section 3(3) gives the Secretary of State the power by order to proscribe an organisation by adding it to Schedule 2 to the Act. By s. 3(4) and (5), the power may be exercised only if the Secretary of State believes that it is "concerned in terrorism", which means that the organisation "(a) commits or participates in acts of terrorism, (b) prepares for terrorism, (c) promotes or encourages terrorism, or (d) is otherwise concerned in terrorism".

31. By s. 123(1) orders under the 2000 Act must be made by statutory instrument. By s. 123(4) and (5), an order under s. 3(3) may not be made unless a draft has been laid before and approved by resolution of each House of Parliament, save where the Secretary of State is of the opinion that it is necessary to proceed urgently, in which

case the instrument ceases to have effect 40 days later, unless in the intervening period it has been approved by a resolution of each House.

32. There is no express statutory requirement to consult with anyone (including the organisation concerned) before making a proscription order. Once the order has been made, however, s. 4 provides for an application to be made to the Secretary of State for an order de-proscribing it. If this is refused, s. 5 confers a right of appeal to the Proscribed Organisations Appeal Commission ("POAC"), which must allow the appeal if it considers that the decision to refuse to de-proscribe was flawed when considered in the light of the principles applicable on an application for judicial review. In that case, POAC can order the Secretary of State to lay an order removing the organisation from Schedule 2 or, in an urgent case, make an order removing it. POAC is chaired by a High Court judge. It operates a closed material procedure, but has no power to grant interim relief.

33. If the proscription order comes into force, and for as long as it remains in force, it will be an offence:

    (a) to belong to or profess to belong to PA, subject to a defence established by the defendant proving that the organisation was not proscribed on the last (or only) occasion on which he became a member or began to profess to be a member and that he has not taken part in the activities of the organisation at any time while it was proscribed. (s. 11 of the 2000 Act);

    (b) to invite support for PA (if the support is not restricted to the provision of money or other property within the meaning of s. 15) (s. 12(1));

    (c) to express an opinion or belief that is supportive of PA, reckless as to whether a person to whom the expression is directed will be encouraged to support it (s. 12(1A));

    (d) to arrange, manage or assist in arranging or managing a meeting which one knows is to support PA, to further the activities of PA or to be addressed by a person who belongs or professes to belong to PA (s. 12(2)); or

    (e) to address a meeting with the purpose of encouraging support for PA or furthering its activities (s. 12(3)).

34. On conviction on indictment, these offences carry a maximum sentence of 14 years' imprisonment or a fine or both (ss. 11(3)(a) and 12(6)(a)).

35. In addition, it will be an offence:

    (a) in a public place to wear an item of clothing or wear, carry or display an article in such a way as to arouse reasonable suspicion of being a member or supporter of PA (s. 13(1)); or

    (b) to publish an image of an item of clothing or any other article in such a way as to arouse reasonable suspicion of being a member or supporter of PA (s. 13(1A)).

36. On summary conviction, these offences carry a maximum sentence of 6 months' imprisonment or a level 5 fine or both (s. 13(3)).

37. There are further offences, punishable by up to 14 years' imprisonment, under s. 15 in relation to fund-raising for the purposes of terrorism, under s. 16 in relation to the use or possession of money or other property for the purposes of terrorism, under s. 17 in relation to arrangements to make money or property available for the purposes of terrorism (funding arrangements) and under s.18 in relation to arrangements facilitating the retention or control of terrorist property by concealment, removal, transfer etc. (money laundering). Those offences are not limited to proscribed organisations, but s. 14 defines "terrorist property" as including any resources of a proscribed organisation and s. 1(5) provides that action "for the purposes of terrorism" includes action taken for the benefit of a proscribed organisation.

38. By s. 40, a person who has committed an offence under any of ss. 11, 23 or 15 to 18 is a "terrorist".

39. Under s. 19 it is an offence to fail to disclose any belief or suspicion that another person has committed an offence under any of ss. 15-18 if that belief or suspicion is based on information which comes to a person's attention in the course of a trade, profession, business or employment.

The availability of interim relief in principle

40. When the claim was initially sent to the court on 27 June, the claimant sought interim relief to prevent the Home Secretary from laying the draft proscription order in Parliament. This form of relief would have given rise to difficult constitutional issues, to which the Secretary of State drew attention in written submissions on 28 June and in her skeleton argument for today's hearing. I do not need to decide whether that relief would have been available, because the directions I gave on 30 June involve consideration of the application for interim relief after the order has been laid in and affirmed by a resolution of each House of Parliament.

41. At the hearing on 30 June, I raised another point. If the order were made by the Secretary of State before the end of the hearing today, would there be jurisdiction to grant interim relief suspending its legal effect? David Blundell KC for the Secretary of State submitted that there would. In their skeleton argument, the Secretary of State's counsel submitted: "The position is orthodox—if secondary legislation can be quashed by way of final relief by the court, it necessarily follows that its effect can be suspended pending the determination of an application for judicial review."

42. There is force in this reasoning. There is no doubt that the court has jurisdiction to grant final relief quashing an order made by a Minister under statutory powers, even where the order has been affirmed by each House of Parliament: see e.g. *R (Asif Javed) v Secretary of State for the Home Department* [2001] EWCA Civ 789, [2002] QB 129. Equally, if the order has not yet been made, there is no doubt that the court could grant an injunction restraining the Secretary of State from making it. It would be anomalous if the court were powerless to grant effective interim relief in circumstances where, for one reason or other, it has not been possible to get to court until after the order has been made. As a matter of principle, I agree with the Secretary of State that it should be

possible to make an order suspending the effect of the order until some future date (eg the permission hearing).

43. The most obvious way to do this would be to grant a stay. That remedy applies to decisions by Ministers as well as proceedings before courts and tribunals (*R v Secretary of State for Education, ex p. Avon County Council* [1991] 1 QB 558, 561F-562B) and can be granted even after the decision has been fully implemented (*R (H) v Ashworth Special Hospital Authority* [2002] EWCA Civ 923, [2003] 1 WLR 127, [42]-[46]). At [47] of his judgment in the *Ashworth* case, Dyson LJ said that CPR 54.10 makes the grant of permission a necessary condition for a stay. If that is the correct interpretation of CPR 54.10, it would be necessary to consider other forms of relief.

44. In a note filed on 3 July by the defendant's counsel, it was said that the Secretary of State still planned to make the order on the morning of 4 July but that, if the court were minded to grant interim relief, it could grant an interim declaration in the following form:

> "It is hereby declared that the following shall have no legal effect until further order of the Court insofar as it concerns 'Palestine Action': the Secretary of State's signature making the Order, specifically Articles 1(2), 2, and 3 of the Order".

45. The claimant submitted that it was not clear that this form of relief would be proper and therefore applied on the afternoon of 3 July for a very short-term injunction restraining the Secretary of State from making the order until after the conclusion of the hearing on 4 July.

46. I decided that it was not necessary to grant the short-term interim relief sought by the claimant. As I have said, as a matter of principle, it would be anomalous if there were no way of effecting the suspension of the order. Although an interim declaration is an unusual remedy, there is no good reason why it should not be made in this situation if the court were otherwise minded to grant relief.

The test for interim relief

47. Both parties agree that *American Cyanamid Co. v Ethicon Ltd* [1975] AC 396 provides the basic framework for consideration of interim relief. It has sometimes been suggested that the basic merits threshold ("serious question to be tried") is raised in the public law context. In *R (FTDI Holding Ltd) v Chancellor of the Duchy of Lancaster* [2025] EWHC 241 (Admin), Singh LJ and I said this:

> "15. We do not consider that the appellate authorities support the proposition that a uniform, higher merits threshold applies in every public law case. Even in *R v Secretary of State for Transport ex p. Factortame (No. 2)* [1991] 1 AC 603, a case about the potential disapplication of primary legislation, Lord Goff of Chieveley was careful to say, at 674A, that 'the discretion conferred upon the court cannot be fettered by a rule'. Rather, the importance of the public law context came in at the balance of convenience stage, when the court would accord great

> weight to the public interest in the enforcement of an apparently valid law and a claimant seeking to enjoin such enforcement would have to show that his challenge was 'prima facie so firmly based as to justify so exceptional a course being taken'.
>
> 16. This seems to us to be consistent with what was said by Lord Walker of Gestingthorpe in the Privy Council in *Belize Alliance v Department of the Environment of Belize* [2003] 1 WLR 2839, at [39]: '(because the range of public law cases is so wide) the court has a discretion to take the course which seems most likely to produce a just result'. Similarly, in *R (Governing Body of X) v Office of Standards in Education, Children's Services and Skills* [2020] EWCA Civ 594, [2020] EMLR 22, Lindblom LJ (with whom Sir Geoffrey Vos MR and Henderson LJ agreed) held at [66] that there was no separate 'threshold' or 'gateway' in public law cases. Rather, 'the underlying strength of the substantive challenge is likely to be a significant factor in the balance of considerations weighing for or against the granting of an injunction'.
>
> 17. In our judgment, this is an accurate and sufficient statement of the law as regards interim relief in public law cases. The special feature of such cases is that, other things being equal, it is likely to be in the public interest to allow a defendant public authority to enforce the law (as it understands it), or exercise powers in what it considers to be a lawful manner. The weight to be accorded to this public interest will vary from context to context, but may be considerable. In many cases, the claimant would need to point to something very compelling to outweigh it. In deciding whether a claimant has done so, the court will consider both the prima facie strength of the claim and the gravity of the consequences that would follow if interim relief were not granted. It is not possible, and would not be desirable, to lay down anything more prescriptive than that."

48. Applying these principles, the interim relief sought here would suspend the effect of an order which the Secretary of State considers is required in the public interest and which has been affirmed by both Houses of Parliament. In those circumstances, other things being equal, there is strong reason to allow the Secretary of State to make the order in what she considers to be a lawful manner.

49. The context here increases the weight to accorded to public interest in allowing the Secretary of State to make the order. For institutional and constitutional reasons, the courts accord a wide margin of discretion to the executive when taking decisions about how to protect the public from risks associated with terrorism: *Secretary of State for the Home Department v Rehman* [2001] UKHL 47, [2003] 1 AC 153, esp. at [50] (Lord Hoffmann); *R (Begum) v. Special Immigration Appeals Commission* [2021] UKSC 7, [2021] AC 765, esp. at [70] (Lord Reed); and, most recently, *U3 v. Secretary of State for the Home Department* [2025] UKSC 19, [2025] 2 WLR 1041, [66]-[67]. The application of these principles to decisions about interim relief was considered in

Attorney General v BBC [2022] EWHC 826 (QB), [2022] 4 WLR 74, [31]-[33] and *FTDI* at [40]. In the latter case, Singh LJ and I summarised the approach as follows:

> "It is the court, not the executive, which holds the scales, deciding where the balance falls between the competing public and private interests. However, where one of the interests is national security, the court must show great respect to the judgment of the executive about whether the relevant risk is made out and about the weight to be attached to it. This means that, subject to review on rationality or other public law grounds, both the existence of a risk to national security and the weight to be ascribed to it are matters for the executive. In many cases it may be difficult to find interests sufficiently weighty to outweigh the public interest in national security."

Submissions for the claimant

50. Raza Husain KC for the claimant submitted that interim relief should be granted restraining the Secretary of State from making the order or suspending its effect until the permission hearing fixed for the week of 21 July. He submits that the claimant's grounds raise serious issues to be tried.

51. The claimant and many others will suffer serious harm and in many cases irremediable prejudice between now and judgment if the claim is successful and relief is not granted. In particular:

    (a) PA, a grassroots direct action network built up over five years, will be destroyed overnight. All distribution lists, social media accounts, and literature will be deleted or destroyed. Any funds or property will be immediately deemed terrorist property.

    (b) The claimant will be unable to continue the political campaigning to which she has dedicated her life. People will not risk inviting her to meetings given the offence punishable by 14 years' imprisonment of arranging a meeting at which a member of a proscribed organisation speaks. Other individuals linked to Palestine Action will be similarly affected.

    (c) Insofar as individuals do breach the prohibitions to which proscription gives rise, the effects on them will be extremely severe. They face deprivation of liberty upon arrest and potentially on remand pending trial; the acute stigma of arrest and charge for a terrorism office; and potential loss of employment due to either of these things.

    (d) Overall, this unprecedented proposed proscription of a grassroots protest movement will have a profoundly chilling effect on freedom of speech at a time of acute public concern about the serious breaches of international law being perpetrated against Palestinians in Gaza.

52. By contrast, if interim relief is granted:

    (a) A range of legal powers are already in place to deal with unlawful direct action by persons associated with Palestine Action. These include: the ordinary criminal law;

terrorist offences which do not depend on proscription; and civil injunctions backed by criminal sanctions (as used against groups like Just Stop Oil or Insulate Britain).

(b) The Secretary of State has not proceeded with any urgency. Palestine Action was founded in 2020. The Home Secretary was advised as early as 13 March 2025 that the statutory tests for proscription were met, yet the decision to proscribe was announced over three months later, on 23 June 2025. Moreover, she did not use the urgent procedure under the 2000 Act, which meant a further delay of around two further weeks between the announcement of the decision to proscribe and the coming into force of any proscription order.

(c) Against that background, the Home Secretary has not put any reasoning or evidence before the Court which demonstrates that proscription needs to be brought into force before the permission hearing in under three weeks' time (or judgment on the substantive claim thereafter). Still less has she established that this asserted need outweighs the serious prejudice which would be caused to the claimant.

Discussion

Preliminary

53. The proscription order will undoubtedly have severe effects on the claimant and many others. The exercise of the power in respect of a group such as PA may also have wider consequences for the way the public understands the concept of "terrorism" and for public confidence in the regime of the 2000 Act. It is not, however, the court's function to comment on the wisdom of the use of the power in this case.

54. My task is a narrower and more focussed one. In the light of the authorities set out at [47]-[49] above, it has two parts. These are, first, to consider whether any of the claimant's grounds of challenge raises a serious question to be tried as to whether the proscription order is unlawful. If I find that any ground does raise such a question, I must assess the strength of the case under that ground. Secondly, and in the light of that assessment, I must balance the harm that will ensue if interim relief is granted and the claim later fails against the harm if interim relief is refused and the claim later succeeds.

55. In striking this balance, I bear in mind that the 2000 Act confers the function of deciding when proscription is necessary in the public interest on the Secretary of State, not the court; that the judgment the Secretary of State has reached is entitled to considerable respect especially where, as here, it is made in part at least for reasons of national security; and that the order whose effect the claimant asks me to suspend is secondary legislation which has been affirmed by both Houses of Parliament.

Serious issue to be tried/strength of the claim

Identification of the grounds of challenge

56. The grounds of challenge set out in the Statement of Facts and Grounds (which was filed at short notice on 27 June) are expanded upon considerably in the claimant's 38-page skeleton argument, filed on 2 July. Raza Husain KC made clear that the latter contains the grounds which the claimant wishes to advance. To the extent that

amendments are required to the Statement of Facts and Grounds to incorporate the points in the skeleton argument, I grant that permission.

Alternative remedy

57. Ben Watson KC for the defendant makes a general point which is potentially relevant to all the claimant's grounds of challenge. He submits that judicial review is inappropriate because an application for de-proscription and an appeal from any refusal together constitute an alternative remedy. In this respect he relies on the decision of Richards J in *R (Kurdistan Workers' Party) v Secretary of State for the Home Department* [2002] EWHC 644 (Admin).

58. In my judgment, while the reasoning *Kurdistan Workers' Party* case provides support for Mr Watson's submission, it does not on its own enable me to conclude that this claim raises no serious question to be tried. I have reached that conclusion for two reasons.

59. First, part at least of Richards J's reasoning was based on the unavailability in the High Court of a statutory closed material procedure, with the result that POAC was the more appropriate forum for a challenge which might involve sensitive intelligence material: see e.g. at [76]-[78]. Since the decision in that case, the 2013 Act has provided the option of a closed material procedure in judicial review proceedings. This is a potentially material change to the legal framework upon which Richards J's decision was based.

60. Secondly and in any event, Richards J's decision is not binding on this court (though I should follow it unless convinced that it is wrong). It is arguable, however, that his reasoning gives too little weight to the potentially far-reaching impact of proscription on the fundamental rights of the claimant and others in the immediate term, the requirement to seek de-proscription before appealing to POAC, the lack of any jurisdiction in POAC to grant interim relief and the practical reality that a substantive hearing before POAC would not be likely to be listed many months hence.

61. Mr Watson made a series of further points about the statutory regime, which he said pointed to the conclusion that Parliament intended POAC to be the exclusive remedy. These matters will have to be considered further at the permission hearing. For present purposes, I proceed on the basis that the existence of a right to apply for de-proscription and then to appeal to POAC is not, on its own, a sufficient basis for denying that there is a serious question to be tried, at this stage at least. When considering the strength of the claim, however, I bear the point in mind as one of the hurdles which the claimant will in due course have to surmount.

Ground 1

62. Ground 1 is that the order is ultra vires and/or was made for an improper purpose. The ultra vires case is that the legislation does not on its true construction authorise proscription of a "direct action civil disobedience network" such as PA. The improper purpose case is that the Secretary of State acted for an improper purpose by exercising the power conferred by s. 3(3) of the 2000 Act in relation to such a group.

63. In advancing this claim, the claimant faces five difficulties.

64. First, the starting point for the interpretation of a statute is the language Parliament used, in its statutory context: *R (O) v Secretary of State for the Home Department* [2022] UKSC 3, [2023] AC 255, [29]-[30]. On its face, the language used is clear and the context does not make it any less so. An action done for the purposes set out in s. 1(1)(b) and (c) constitutes terrorism if it involves serious damage to property even if it does not involve violence against any person or endanger life or create a risk to health or safety. As I have said, this definition of "terrorism" makes the statutory concept wider than the colloquial meaning of the word. If it is problematic that those who use or threaten action which involves serious damage to property but do not target or aim to endanger people are "terrorists", the problem lies with the statute and has existed for 25 years.

65. Secondly, it is sometimes legitimate to interpret a statute more narrowly than its express language suggests, for example in accordance with the principle of legality or consistently with unincorporated international law. But neither the principle of legality, nor the principle that legislation should be interpreted in accordance with unincorporated international law allows a domestic court to interpret legislation contrary to its express language, read in context. In the present case, it is not possible to read that language as incorporating a restriction on the use of the power against "civil society or dissent groups" if the groups concerned fall within the definition in the Act. If Parliament had intended such a restriction, it would have included it expressly. If it had done so, it would no doubt have defined "civil society or dissent group", a phrase whose meaning is far from clear. It is not the function of the court to rewrite statutory powers by introducing vague and undefined limitations such as these.

66. Thirdly, in 2000, Parliament would have been well aware that proscription decisions under s. 3(3) would be subject to control under s. 6 of the Human Rights Act 1998 ("HRA"). The effect of that provision is that any interference with ECHR rights (including those under Articles 10 and 11) must be proportionate to a legitimate aim. There is no reason to suppose that Parliament intended any other constraint on the scope of the power.

67. Fourthly, the clarity of the statutory language also presents a problem for any use of Hansard to inform the meaning of the 2000 Act. Even if the statement by the then Minister of State (Charles Clarke MP) qualified as the kind of "categorical assurance" referred to by Lord Bingham in *Spath Holme v Secretary of State for the Environment, Transport and the Regions* [2001] 2 AC 349, 392C-D, it would still have to satisfy the three conditions identified by Lord Browne-Wilkinson in *Pepper v Hart* [1993] AC 593, at 640. The first of these is that the legislation is ambiguous, obscure or leads to an absurdity. That condition is not satisfied here. If there is some separate principle that a "categorical assurance" can be relied upon as a kind of estoppel, even without satisfying the principles in *Pepper v Hart*, the meaning of Mr Clarke's statement seems to me to depend critically on the facts of the cases he was addressing. It does not seem to me to be sufficiently clear to count as an assurance that the power would not be used in a case where an organisation was involved in activity which, in fact, constitutes "serious damage to property".

68. Fifthly, in this context, the suggestion that exercising the power to proscribe a "civil society or dissent group" involves acting for an improper purpose adds little to the arguments on statutory interpretation. This is not a case where the Secretary of State is said to have acted for some extraneous purpose such as to quell political views with which she disagrees. That being so, if the group concerned is "concerned in terrorism" within the meaning of the Act, it is difficult to see how the fact that it may also be described as a "civil society or dissent group" can make the exercise of the power unlawful.

69. For these reasons, I do not consider that ground 1 raises a serious question to be tried.

Ground 2

70. Ground 2 is that the proscription order is contrary to s. 6 of the Human Rights Act 1998 because it is incompatible with the rights of the claimant and others under Article 10, 11 and 14 ECHR.

71. I can deal with this relatively shortly. At this early stage of the proceedings, it seems to me likely that the proscription order interferes with the rights of the claimant and many other supporters under Article 10 and 11 ECHR. I doubt that Article 14 adds much in this regard. It also seems likely that the order serves a legitimate aim, namely protection of the rights of others and maintaining national security. The key question is likely to be whether the order is proportionate.

72. I bear in mind that, if the Secretary of State has reached the stage of considering whether to exercise her discretion, she will ex hypothesi have concluded that PA is "concerned in terrorism". This is relevant to the degree of weight to be given to the Article 10 and 11 interests involved, even if those Articles continue in principle to be relevant. Furthermore, in this field, the court will be likely to accord considerable weight to the assessment of the Secretary of State and to the view of Parliament, reflected in its resolution affirming the order: see the cases cited at [49] above and in particular *U3*, at [107]. The views of the Secretary of State and Parliament will not, however, be determinative.

73. The strength of this ground of challenge is difficult to evaluate at this stage, because it is likely to depend on the evidence filed by the Secretary of State. If the intended application for a declaration under s. 6 of the JSA is successful, this will include both OPEN and CLOSED evidence. The latter, in particular, may put a different complexion on the arguments about proportionality.

74. At this stage, I consider that ground 2 raises a serious question to be tried. At present, it is not possible to say that this ground has a strong prospect of success.

Ground 3

75. Ground 3 is that PA is not "concerned in terrorism". As elucidated in the skeleton argument, it has two limbs. First, PA's acts are not designed to influence the UK government (as required by s. 1(1)(b) of the 2000 Act) because its actions are directed only at "corporate enablers of Israel's military industrial complex". Secondly, PA is not

a structured, hierarchical group and in those circumstances there is "no sufficient nexus" between its activities and the commission of acts of terrorism.

76. The first of these points seems ambitious in circumstances where the action which immediately preceded the announcement of the decision to lay a proscription order was against an RAF base. PA explains in para. 12 of its Statement of Facts and Grounds that "RAF Brize Norton is a base for flights to RAF Akrotiri, a key site of British military support for Israel's genocide in Gaza". At para. 15, it says:

> "The action resulted in the mainstream domestic and international media reporting on ongoing British military assistance being provided to Israel in its military assaults on Gaza and the West Bank, including the use of the RAF Akrotiri base in Cyprus, and the sending of almost daily spy flights over Gaza, gathering intelligence for the Israeli military. This is a matter of clear public interest which has been significantly underreported."

It is a reasonable—not to say irresistible—inference from PA's own statement of case that the attack was intended to influence the UK Government to cease providing this support for Israel (if, as PA alleges, it is in fact doing so). The argument that this was a one-off action does not seem to me to take the claimant very far.

77. The second point also faces serious difficulties, both on the law and on the facts. As to the law, "organisation" is defined broadly in s. 121 of the 2000 Act as including "any association or combination of persons". POAC held in *Arumugam v Secretary of State for the Home Department* (2024 PC/06/2022) at [12] that:

> "…The statutory definition contains no such requirements for such formal mechanisms of 'centralised command' and/or 'hierarchy'. Parliament has used deliberately loose language to ensure that the net is wide enough to catch entities where the links and interactions between the component individuals may be little more than the sharing of the common purpose to be 'concerned in terrorism', as defined in section 3(5), and some degree of interaction between them."

78. On the facts, the claimant's own first witness statement establishes that she, with others, "co-founded" PA (para. 29). She speaks of "Palestine Action's aim" (para. 30). Although she disclaims the role of "leader", she says "we have different working groups for different things and we all work together" (para. 31). This seems an inauspicious basis for an argument that there is no sufficient nexus between the group and the acts carried out in its name.

79. In the light of these difficulties, I do not consider that ground 3 raises a serious question to be tried.

Grounds 4 and 5

80. These grounds allege that the Secretary of State took into account irrelevant considerations, namely the views of the Israeli Government, Elbit Systems and pro-Israel lobby groups, while failing to take into account matters which told against proscription, namely that:

(a) PA seeks to disrupt conduct which it and large sections of the public reasonably consider to be in breach of international law;

(b) PA enjoys widespread and mainstream support among the British public, in circumstances where proscription would render such support a criminal offence under s. 12 of the 2000 Act;

(c) individuals associated with PA engage in a range of tactics and methods which do not pass the threshold for criminal liability (let alone proscription), such as low-level demonstrations and public campaigns;

(d) the existing measures under the criminal and civil law are adequate to address and regulate unlawful conduct by persons associated with PA;

(e) the proscription of PA would cause substantial prejudice to those who support PA and/or the use of direct action in the campaign for the Palestinian cause, and is likely to chill speech in support of that cause;

(f) the proscription of PA would be differential and unprecedented treatment directed exceptionally at one direct action protest group.

81. In addition, it is said that the Secretary of State failed to discharge her duty to gather information necessary for the decision as required by *Secretary of State for Education v Tameside Metropolitan Borough Council* [1977] AC 1014, as to:

(a) the scope of PA's activities;

(b) the impact of proscription on individuals associated with PA;

(c) the broader implications for other protest groups, such as environmental and trade union groups.

82. It is important to put these points in their proper legal context. Where a statute does not prescribe the factors that the decision-maker must take into account, it is for the decision-maker herself to decide what is relevant—and her decision is subject to review only on grounds of rationality: *R (Friends of the Earth) v Secretary of State for Transport* [2020] UKSC 52, [2021] PTSR 190, [116]-[121]. Similarly, the obligation on a decision-maker to take steps to gather information extends only to taking such steps as are reasonable; and the decision as to what steps are reasonable to take is for the decision-maker, again subject to review only on grounds of rationality: *R (Balajigari) v Secretary of State for the Home Department* [2019] EWCA Civ 673, [2019] 1 WLR 4647, [70].

83. Bearing these principles in mind, these grounds may face an uphill struggle if (as the Secretary of State asserts in her skeleton argument) "[t]he Secretary of State was provided a range of detailed reports and assessments, including a Community Impact Assessment". It is, however, difficult to gauge whether these grounds raise a serious question to be tried, and if so the strength of the claim in this respect, in advance of disclosure of the materials before the Secretary of State.

Ground 6

84. Ground 6 is that the Secretary of State failed to apply her published policy, which requires her to take into account the nature and scale of an organisation's activities, the specific threat that it poses to the UK, the specific threat that it poses to British national overseas, the extent of the organisation's presence in the UK and the need to support other members of the international community in the global fight against terrorism.

85. In her skeleton argument, the Secretary of State asserts that she took into account both statutory and non-statutory factors. If so, and assuming that the reference to "non-statutory factors" includes those set out in the policy document, this ground may face difficulties. As with grounds 4 and 5, however, there is an inherent difficulty in assessing the strength of this ground prior to disclosure of the materials before the Secretary of State.

Ground 7

86. Ground 7 is that the Secretary of State breached the public sector equality duty in s. 149 of the Equality Act 2010.

87. The Secretary of State asserts in her skeleton argument that the public sector equality duty was expressly addressed in the submission to the Secretary of State. Again, it is difficult accurately to assess the strength of this challenge at this stage, without knowing in more detail what was before the Secretary of State at the time the challenged decision was taken.

Ground 8

88. Ground 8 is that the decision was taken in breach of natural justice and/or in breach of Article 6 ECHR because PA was not consulted in advance.

89. Here, there are two answers available to the Secretary of State in principle. First, it may be said that the statutory scheme of the 2000 Act is such as to exclude any common law duty to consult before making the order. That argument has sometimes succeeded in other analogous contexts (e.g. deprivation of citizenship on national security grounds: see *Begum v Secretary of State for the Home Department (No. 2)* [2024] EWCA Civ 152, [2024] 1 WLR 4269, [112]) but not always (e.g. in relation to financial restrictions designed to counter nuclear proliferation: see *Bank Mellat v HM Treasury* [2013] UKSC 39, [2014] AC 700, [29]-[37] of the substantive judgment).

90. Secondly, it may be said that, even if there is in principle a duty to consult, it may be excluded if on the facts of the case there is a national security or public interest reason not to give notice. Paragraph 11.1 of the Explanatory Memorandum (set out at [24]

above) is directed to the separate question of when the proscription order should come into force once made. However, its contents are relevant here. If it is true that delay "would alert the organisation to its impending proscription and may result in pre-emptive action by the organisation's members", that delay would equally tell against consulting the organisation in advance of the decision to lay the order. On the face of it, therefore, even if the statutory scheme does not exclude the duty to consult in principle, the Secretary of State had a reason not to consult. Whether such a defence succeeds will depend on the evidence.

Conclusions on the strength of the claim

91. For the reasons I have given, I accept that the claimant's grounds contain at least one serious issue to be tried, namely that the order is a disproportionate interference with the rights of the claimant and others under Article 10 and 11 ECHR (ground 2). It is possible that grounds 4-8 may also raise serious issues to be tried, but these grounds are not obviously well-founded and their ultimate prospects are at this stage difficult to assess. Some of them may be affected by evidence from the Secretary of State, OPEN and/or CLOSED, to be filed between today and the date of the permission hearing. If the Secretary of State's alternative remedy point is a good one, it may provide an answer to all the claimant's grounds.

The balance of convenience

The harm that will ensue if interim relief is granted and the claim later fails

92. In assessing the harm to the public interest of delaying proscription by a few weeks or months while the claim is determined, the materials before the court are necessarily limited because of the urgency with which this hearing has been listed. The evidence of the Secretary of State's assessment consists at this stage of her written ministerial statement to Parliament and the Explanatory Memorandum which accompanied the draft order. In my judgment, these documents can properly be used as the starting point for the evaluation of the extent of any harm that would be caused by delay. At this stage, it may be assumed that the conclusions contained in them are based on the entirety of the material available to the Secretary of State, OPEN and CLOSED and the assessments of those with the relevant institutional expertise. This means that they are entitled to respect in any evaluation by the court: see the authorities set out at [47].

93. The Explanatory Memorandum makes plain that the proscription order has been made on the footing that:

    (a) PA has orchestrated a nationwide campaign of direct criminal action against businesses and institutions, including key national infrastructure and defence firms that provide services and supplies to support Ukraine, NATO, 'Five Eyes' allies and the UK defence enterprise and against financial firms, charities, universities and government buildings (para. 5.2);

    (b) this activity has increased in frequency and severity since the start of 2024 and its methods have become more aggressive, with its members demonstrating a willingness to use violence (para. 5.2);

(c) in 2023, PA released and published a guide called "The Underground Manual", which encourages the creation of cells and provides practical guidance about how to carry out activities against private companies and government buildings, including how to evade arrest and other advice on covert action (para. 5.4);

(d) through its media output, PA publicises and promotes its attacks involving serious property damage, as well as celebrating the perpetrators (para. 5.5);

(e) PA's campaign has resulted in hundreds of millions of pounds worth of criminal damage and lost revenue. Members of PA have been charged with serious offences for activity carried out during attacks, including offences involving violence and weapons (para. 5.6);

(f) PA has a considerable online presence that has enabled the organisation to galvanise popular support, recruit and train members across the UK and raise considerable funds through online donations (para. 5.7);

(g) proscription will enable law enforcement to effectively disrupt PA, help to undermine the covert methods it uses and reduce the risk that PA radicalises people wishing to demonstrate legitimate support for the Palestinian cause into becoming members or supporters of the organisation (para. 5.8).

94. Mr Husain questioned whether, on a proper reading of the written ministerial statement and Explanatory Memorandum, the Secretary of State is actually advancing a national security justification for proscription. In my judgment, there is no doubt that she is. As the Explanatory Memorandum makes clear, PA's targets include both "key national infrastructure" and firms which provide defence supplies to the UK and its allies. The attack which immediately preceded the announcement of the decision to proscribe was on a UK defence facility.

95. I have considered the claimant's submission that the grant of interim relief for a short period would cause little if any prejudice, given that PA has been active since 2000 and that the decision to proscribe was based on an assessment first made in March 2025. While these points have some weight, it may be noted that a similar argument was made in *FTDI*. As the decision in that case shows, in the national security context, where interim relief would expose the public to increased risk even for a short period, the applicant needs to point to something "very compelling" to outweigh the public interest in allowing the Secretary of State to make the order. On the facts of this case, if the written ministerial statement and Explanatory Memorandum are taken at face value, suspending the effect of the order even for a short period would deny the public important protections which the order is intended to confer.

<u>The harm that will ensue if interim relief is refused and the claim later succeeds</u>

96. In my judgment, some of the consequences feared by the claimant and others who have given evidence are overstated.

97. It will remain lawful for the claimant and other persons who were members of PA prior to proscription to continue to express their opposition to Israel's actions in Gaza and elsewhere, including by drawing attention to what they regard as Israel's genocide and

other serious violations of international law. They will remain legally entitled to do so in private conversations, in print, on social media and at protests. Even if their protests take the form of direct action which involves criminality, the fact that they were previously members of an organisation which is now proscribed would not as a matter of law aggravate their criminal conduct. It follows that it is hyperbole to talk of the claimant or others being "gagged" in this respect (as the claimant has alleged). They could not incur criminal liability based on their past association with a group which was not proscribed at the time.

98. That said, there is no doubt that there will be serious consequences if the order comes into effect immediately and interim relief is refused. If individuals choose to continue to express their support for PA, or do any of the other things set out in [33] or [35] above, they will incur criminal liability. It will be for them to decide whether to do so. This, however, is the intended effect of the order. It is how it achieves its aim of disrupting the activities of the proscribed organisation. It would be wrong to accord significant weight in the balance to the interests of those who plan deliberately to flout the law.

99. I bear in mind that there may be some who do not know of the existence of the proscription order. There is a danger that they may unwittingly commit one the strict liability offences, for example the offence in s. 13 of wearing an item of clothing in such a way as to arouse reasonable suspicion that they are members or supporters of PA. This is a risk which cannot be ignored, though it may be hoped that sensible charging decisions will be taken. More importantly, however, para. 11.1 of the Explanatory Memorandum makes clear that the Secretary of State has formed the view that it is necessary for the order to come into effect immediately to avoid the risk of pre-emptive action by PA. Parliament must be taken to have endorsed this position.

100. There are other possible effects, whose gravity should not be underestimated. Those who founded and assist in the administration of the organisation will have to consider carefully whether to retain contact lists or other information key to its organisational structure. It is possible that some who have been protesting legitimately under the banner of PA will be deterred from continuing to protest for fear of incurring criminal liability (for example on the basis that continuing their protest might be perceived as expressing support for PA or as organising on its behalf). The evidence I have seen establishes that the broad criminal prohibitions imposed by the 2000 Act, and the very long sentences potentially available for breach of them, can cast a long shadow over legitimate speech. This, however, is the inherent consequence of a regime which aims to disrupt and disable organisations which meet the threshold for proscription and which the Secretary of State and Parliament decide to proscribe.

101. It is also possible that those associated with PA will face social stigma and other more serious consequences at university or at work. The evidence contains numerous examples of cases where this has occurred, even though as a matter of logic a person's association with an organisation prior to its proscription should not (on its own, and distinct from any criminality committed under its aegis) be regarded as blameworthy. It can, moreover, be assumed that rational actors would alter their view of anyone associated with PA if the proscription order were later quashed in these judicial review proceedings. I am therefore not satisfied that the stigma which the claimant and others fear would be indelible in the event that the proceedings were ultimately to succeed.

Decision

102. Having read the claimant's evidence and that of the UN Special Rapporteur carefully, and taken note of the oral submission made, I have concluded that the harm which would ensue if interim relief is refused but the claim later succeeds is insufficient to outweigh the strong public interest in maintaining the order in force. In reaching this decision I have borne in mind my assessment of the merits of the claim at this early stage.

103. I have considered separately whether I should grant very short-term interim relief to protect the position in advance of any application to the Court of Appeal. I have decided, however, that any application for relief of that nature should be made to the Court of Appeal directly.

Conclusion

104. For these reasons, the application for interim relief is refused.

PALESTINE ACTION

THE UNDERGROUND MANUAL

STEP 1

CREATE A CELL

A CELL IS AN AUTONOMOUS GROUP TAKING ACTIONS WITHOUT DETECTION AS PART OF PALESTINE ACTION UNDERGROUND.

To build your cell, it is crucial that you only invite **TRUSTED** people to take part in it. You don't need loads of people either. Keeping the cell small, makes it more secure. **3-5 PEOPLE** is an ideal number. BUT, just one person taking action on their own is enough!

However, taking action with other trusted people, makes it safer and means you've always got back up with you.

Once you've got your cell together, come up with a name. This can be named after a Palestinian freedom fighter, a play on taking action against the war machine, or anything else that's appropriate.

Next, get a **protonmail address**. This will be key for sending in your actions, which we talk about later on in the guide. Once your cell has done its first action, and sent in the information to actions@palestineaction.org, we will then respond to you with further information, potential future targets and any other tips and tricks that we come across in the Palestine Action Underground.

Please refer to the technology page for more advice on protonmail and proton VPN



STEP 2

PICK A TARGET

BRITAIN

Now you've got your cell (or yourself), it's time to pick your target. Head to our website to find a list of secondary and primary targets who enable and profit from the Israeli weapons industry in Britain. Making your job to pick one a slightly easier process! Each is just as culpable as the other, and applying pressure to them is key to breaking the links which sustain Israel's arms trade.

It might be simpler to pick a target based on your locality, making it easier to plan, conduct the reccies and save some transport costs!

CHECK OUT THE TARGETS

If you are not based in Britain, then it might take a little bit of research to find your relevant target. As Israel's weapons industry isn't content with just the destruction of Palestine, they tend to try and expand their reach to every corner of the globe.

CHECK OUT THE NEXT PAGE TO FIND INTERNATIONAL TARGETS



STEP 2

PICK A TARGET

INTERNATIONAL

A starting point for research is to make sure your using a secure browser when looking into complicity companies. Here are some key search terms to use alongside the country/city you live in:

ELBIT SYSTEMS **RAFAEL** **TELEDYNE**

If that doesn't bring any fruitful results, then you can try searching the company names of all our targets included here and see if they have a presence in your country/area.



Some countries may have a Ministry of Defence which has made a deal to buy weapons from Elbit Systems or another Israeli weapons firm, without having a factory in the country. Targeting the Ministry of Defence offices, or any other relevant buildings associated with government making decisions, is always a possibility.

It's also definitely worth looking into your country's weapons firms, or as they might call it "security and defence". Many countries have their own public and private weapons firms, who deal with the apartheid state of Israel. For example, Thales is a french weapons firm with many links to Elbit Systems.

CHECK OUT THE TARGETS



STEP 3

PREPARE FOR ACTION

If picking your target didn't get you excited enough about your new venture to dismantle Israel's war machine, preparing for action definitely will.

WHEN PREPARING FOR ACTION, KNOWING YOUR TARGET AND DOING AN EFFECTIVE RECONNAISANCE (RECCE) IS VITAL. RECCES PROVIDE KEY INFORMATION TO MAKE YOUR ACTION AS SMOOTH AND DAMAGING AS POSSIBLE.

Before we get into what infromation you need to gather, let's talk about not being obvious as f*** when you do a recce. Depending on where your target is, changes how you need to act. For example, if it's in the middle of town centre, then going for a walk with a friend or by yourself and pulling out a camera to look at the site doesn't look suspicious at all. However, if you're going out in the sticks walking around an industrial estate with a selfie stick - you'll probably stand out a bit. On going for sites in more rural areas, try asking to borrow someone's dog to take them on a walk (or walk your own dog if you've got one). You can also do a drive by, but make sure you're getting the key information you need from this.

Now, before you go heading into town centre or to walk your dog, it's always worth having a look first on google earth. After searching on google earth using a secure browser (Tor for example), and using the little yellow man to walk down the street, you'll have more of an idea of what you could potentially do on your action, and what else you need to find out from your recce. Having a brief idea of what your action could be, will help you do a recce which takes into account your actual plan. Do not just leave it to google though, as company's make changes all the time, which is not updated on google. Nothing beats going in person for the best possible preparation.

KEY INFORMATION TO FIND OUT

- **PLACES TO PARK**
  Before, after and during
  It's important to find out a car parking space which isn't monitored by CCTV or needs a parking ticket .Of course you might have got your hands on fake plates, but even still it's good to keep the vehicle undetected. Make sure it is also easy to access from where your action will be.
- **SECURITY**
  How many? Are they stationary or moving around?
  If there is security present, think about how you could potentially avoid them. If that's not possible, consider how you could still do your action.
- **INSIDE OR OUTSIDE?**
  Where are they looking out onto? Which street?
  Times of shift change- its often better not to catch them at shift changes as there will be more staff around. Do security remain inside the compound or seek to cover entry points outside the facility?
- **CCTV**
  Location? How many? What is it pointing at/filming?
  It may be impossible to avoid doing your action whilst avoiding CCTV, that's why it is crucial to make sure you are unidentifiable as mentioned before
- **WHAT IS SURROUNDING THE TARGET SITE**
  Do they have neighbours/neighbouring buildings?
  Do the neighbouring buildings have security?
- **ESTIMATED TIME OF ARRIVAL FOR POLICE**
  How far away is the local police stations?
- **POLICE PATROLS**
  Do they patrol area? During specific times?
  Unmarked police cars in the area? Foot patrols?
- **FENCES?**
  How many? Where? What type of fences?
  How high a ladder would be needed to get over fences?
- **BARBED WIRE?**
  How much? Where?
- **ACCESS POINTS** to building (fire escapes etc)
- **ALARMS**
  Do you know what sets off the alarm?
  Whatever sets off the alarm should be done last.

STEP 4

PLAN YOUR ACTION

TYPES OF ACTION

Now you've done your recce, it's time to nail down your plan! Creativity is vital to keep our resistance effective. When planning for your action, an important starting point is to finalise what you want to achieve. Here are just a few examples of what actions have already been taken. If your inexperiecned it's best to start simple and build your way up. Dream up crazy ideas in your cell, remember that your action is to destrupt, damage or destroy your target. Here are some suggestions and different tatics to get you started...

EXTINGUISH YOUR TARGET

Fire extinguishers can be repurposed and refilled with blood-red paint, so when it's sprayed it makes a big splash and can cover a massive area within seconds - perfect for a get away action.

SPRAY PAINTSP

Spray painting can be quick as well, as long as you don't try and spray an essay onto the walls of your target! Some key slogans you can use are: Shut Elbit Down, Free Palestine, Evict Elbit, War criminals

SMASHING WINDOWS AND EXTERIOR EQUIPMENT

Smashing stuff can also be very quick to do. With an efficient sledgehammer in your hand, you can cause quite a bit of damage! Smashing windows often only takes one or two swings. But air conditioning units, cameras and other external equipment can sabotage the profits of your target even further.

BLOCK THEIR PIPES

If you've managed to locate the company's external pipes (water and/or sewage), then blocking them will create a lot of disruption for your target! Concrete can be used to fill up the pipes, and when it dries, your target will be in for a messy surprise.

BREAK IN

If you're feeling up for it, and know the site back to front, then breaking into your target and damaging the contents inside is obviously a very effective tactic.

THINK BIG

The tactics mentioned are examples of previous actions so by all means think big! Try not limit your action based on whats been done before. Remind yourself when brainstorming different ideas, what could I do to be creative?



PLAN YOUR ACTION

HOW TO GET TO THE SITE AND LEAVE UNDETECTED

Now once you've decided what tactics you're going to use for your action, you'll need to plan how to get to the site and leave undetected. Transportation is a key part of any plan, and can be the difference between getting away with it, and getting caught. Here are some examples of different transport methods, and how you can use them to your advantage:

FOOT

Walking to a site, or even running if you're feeling up for it, is probably one of the most covert ways of taking action. Key to this is keeping your face covered the whole time, and planning a place to go to where there are no cameras, which you can leave with normal clothing on, to head to your next destination. Remember to make sure it’s a busy area, so if you are later captured on CCTV, they won’t be able to tell it’s the same person who did the next action. .

BIKE

For covert actions, bikes are great. A similar principle applies though as using a car. Have the bike stored somewhere close to your target, but in a place without cameras. Then go on foot from that point to do the action, then head back to your bike.

CAR

Cars tend be the easiest way to get around. But, they do have license plates which can be picked up by cameras and traced to the owner. If you do plan on using a car, make sure you've sussed out where all the CCTV and road cameras are for the route you want to take - and find a route which avoids them completely. Do not park the car next to the site, have it at a location which isn't able to be picked up by cameras.

ROUTE

When you decide your mode of transport, you need to make sure you have your routes planned for a perfect getaway. Think about where the cameras are, and don't walk a few hundred metres down the road and take your mask off. If the police want to trace you, they'll follow the cameras to where you took your mask off and possibly get a picture of your face. Wearing a baseball cap does still help with avoiding your face being captured on camera as well, but it's no guarantee. The best thing to do is remain covered until you are at a safe spot without cameras, and that is relatively busy. From there you can plan your route home.

PUBLIC TRANSPORT

If you're using public transport, do not, we repeat DO NOT, use your own debit/credit card. This information is stored and can be accessed by the police very easily. It is always best to use cash. However, these days, many transport modes don't allow cash. If you're in London using an oyster card which is topped up with cash is the best way to go. Also be aware than public transport has CCTV, so keeping your face covered is ideal. Getting on the bus or train with a balaclava on might draw more suspicion though. So think of other ways to cover your face - half face coverings are very common since covid and you can wear sunglasses at night.

PLAN YOUR ACTION

CRUCIAL ELEMENTS

ROLES

If there is more than one of you in the action, which is ideal, you should split up roles between you. For example, if you want one person to just focus on getting pictures and a video, then they should focus on that and not on swinging hammers! The others could split up their roles from taking on hitting different parts of the site, or one can focus on paint and the other on smashing. Whatever your action is, make sure you've thought through who is doing what to make the action as efficient and quick as possible.

Make the action as quick as possible, whilst making your action effective! This is one of the key reasons its so crucial to plan your action well, so everyone knows what they're doing.

EQUIPMENT

Now you've got your plan down to a T, it's time to get equipped. On this point, it's a good idea to remember that **CASH IS KING.** When buying equipment, whether it's spray paints or sledgehammers, don't leave a paper (or digital) trail. Use cash and wear a baseball cap in the store and/or a face covering, just for extra measure. Obviously, you're going need the tools to conduct your action. These may include spray paints, making a fire extinguisher (check out our guide) and sledgehammers. It's important to remember when using sledgehammers, to get some cut safety gloves **(YOU DON'T WANT TO GET CUT AND YOU DON'T WANT TO LEAVE YOUR BLOOD ON THE SITE EITHER!).**

Now, those items are crucial for the action.
But here's how to remain undetected.

MAKE SURE:

A FACE COVERING IS KEY

Do not have your face on show at any point during the action. Balaclava is best for this. This might seem predantic, but cops are obsessed with trainers. Don't wear shoes that you've worn when arrested on an action or at a protest, or that are all over your social media. Best thing is to get the most plain boring black shoes and to only wear them when taking action.

YOUR CLOTHING IS DARK

(BLACK IS BEST)

YOUR TRAINERS ARE VERY PLAIN

(BLACK IDEALLY)

YOUR CLOTHING IS BAGGY!

(THIS MAKES IT HARDER TO SUSS OUT YOUR BODY TYPE)

YOUR WHOLE BODY IS COVERED

This is especially important if you have any 'identifying features such as tattoos or birthmarks on show. Therefore make sure you have gloves as mentioned above and everything is covered up.

WHEN TAKING ACTION, NEVER LEAVE ANYTHING BEHIND. ABSOLUTELY NOTHING APART FROM PAINT AND DESTRUCTION. THE POLICE MAY TRY TO FORENSICALLY ANALYSE ANY ITEMS WHICH ARE LEFT, SO DON'T LEAVE ANYTHING.

PLAN YOUR ACTION

DOCUMENTING YOUR ACTION

RECORD

Now you've got your underground fashion sorted. Let's move on to how you're going to capture your action. The most crucial aspect of taking action is to tarnish your target and apply pressure. However, do not underestimate the power of capturing your action on camera so it can reach beyond the target. This means every other target can see what's happened, and more imporantly the people of Palestine know we're active in our solidarity.

DO NOT

ever take your own personal phone on an action. But, if you're thinking about how to capture your action by video/ pictures, then it's **worth getting a burner smart phone**. You don't need to spend £100s on this. You can get some really cheap ones from second hand shops. Lycamobile sim cards tend to be best, as you can buy a top up from any shop (using cash), and then add credit to it without needing to register. **Remember** when using a lycamobile sim card, after you've added a top up, to add a plan to it immediately. You can search online how to do this. But this saves you a lot of money!

ONCE YOU'VE GOT YOUR BURNER SMART PHONE,

It's wise to have a dropbox account set up on the phone. You can set once up using a protonmail email address, which you can easily create for free on **Proton**

Make sure someone else who is in your cell but not on the action has access to this account, just incase. Also remember to check the dropbox account is working! Capturing your action on camera does not mean compromising yourself. If a video is taken, you can edit out any part which reveals identities. If you do not managed to do this successfully, Palestine Action will make sure to check videos for anything that can be used against you and remove it before posting it.

You can send in videos/images of your action to:

ACTIONS@PALESTINEACTION.ORG

For extra security measure, you can also remove the "exif data" from your pictures before sending them in. This is basically all the data that is stored in pictures which can have some identifiable information. It's really easy to remove this. **You can use the website** **https://www.verexif.com/en/**

If you forget to do this, Palestine Action will remove the exif data before posting.
See our technology page for more information

PLAN YOUR ACTION

SAFE MEETING PLACE AFTER ACTION

WHAT IF IT ALL GOES PEAR SHAPED?

Prepare a "safe" meeting place if you all have to split up and scarper! This should be far enough away from the site to be safe, but not too far away that it would take too long. You should agree a length of time you would wait there until those who've arrived at the meeting place leave.

LEGAL

Now even though you're planning to get away, you must be prepared and take into account the risk of getting caught. You can do everything possible to minimise this, but this is a very real possibility. Make sure that your cell is aware of the potential legal consequences. This will obviously be dependent on the action you take and that's why it's important you do your own research on this.

We recommend using Kelly's solicitors if you do end up hed.

- **Kelly Brighton**
- **Hodge Jone**
- **Allen London**

They'll ask for your authority to liase with Palestine Action's support team. If you do allow this, it means we can arrange police station support and keep you in touch with our dedicated support team throughout your legal process.



STEP 5

TAKE ACTION

Adrenaline and nerves will be pumping through you at the same time. This is normal. Make sure you run through your plans right before taking action another time, to make sure everyone is on the same page. Then go for it.

THE DAY HAS COME, YOUR ACTION IS PLANNED, YOU'RE ALL EQUIPPED AND READY TO GO.

GOOD LUCK!



STEP 6

POST-ACTION

You've just sabotaged a complicit company. At this point, you want to make sure to

DESTROY ALL EVIDENCE.

If you've got empty spray cans or any other items left, get them out as soon as possible. Don't put them in your recycling bins, find a communal or other place to throw them away. If you don't want to get rid of your underground attire, make sure they're not in your place or your car. Take them to a friend's place. This might seem over the top but the best peace of mind and finale to an action is knowing there is no evidence left behind at the site, or in your home. If the police ever get as far as searching your home (which is very unlikely if you follow all the above steps), they'll search for any items which connect you to that action.

REMEMBER TO:

- Get the pictures off the burner smart phone
- Remove the exif data from any pictures verexif
- Edit out any identifiable points in video footage (voices or faces)
- Send them into actions@palestineaction.org

Along with the footage, you can add your own communique, which Palestine Action will publish alongside your action.



STEP 7

TECHNOLOGY

CHECKLIST

KEY INFORMATION TO FIND OUT

- ☐ **WHERE POSSIBLE, DON'T USE PHONES OR COMPUTERS**
- ☐ **ARRANGING MEETINGS**
  Use Signal with disappearing messages on.
  Put phones in a Faraday cage or microwave in another room.
- ☐ **USE TOR FOR ONLINE RESEARCH**
- ☐ **STAY CLEAN**
  Delete everything you don't need like photos and research files.
- ☐ **USE A BURNER SMART PHONE FOR MEDIA**
- ☐ **USE A VPN**
  Although this is not necessary when you are using Tor, a VPN will obscure where you are connecting from so you are less identifiable by the websites you are using.
  Good VPNs to use are:
  - *ProtonVPN (free)*
  - *MullvadVPN (paid, can pay cash)*

HOW TO SET UP SIGNAL WITH A BURNER NUMBER:

1. INSTALL SIGNAL ON YOUR REGULAR PHONE
2. BUY OR USE ANOTHER PHONE (E.G. A CHEAP BRICK PHONE) WITH A SIM ALL BOUGHT IN CASH
3. WHEN REGISTERING FOR SIGNAL, SET UP AN ACCOUNT USING THE NUMBER ON THE BURNER PHONE
4. TAKE THE ACTIVATION CODE FROM THE BURNER PHONE AND ENTER IT IN THE FIRST ONE
5. YOU CAN NOW TURN OFF AND NOT USE THE BURNER PHONE
6. USE SESSION FOR MESSAGING IF YOU WOULD NOT LIKE A PHONE NUMBER ASSOCIATED
7. USE PROTONMAIL AND CREATE A COMPLEX PASSWORD: WWW.XKPASSWD.NET/S/

STEP 7

SECURITY

SECURITY GUIDE

We could write a whole book on this subject. But hey, firstly it would be out of date by the time we wrote it with the rapid change of specially digital security , and second plenty of other clever folks have so we provide some trusted sources here for you to check and re check. One thing about your underground cell is you don't need to worry or engage in recruitment once it's formed and therefore it is somewhat easier to put in place higher level security procedures that you need. Digital security is vital but it should not be at the detriment of basic security! Bragging, gossiping and loose words generally are often how things become undone and that sort of behaviour should be avoided and called out if you some across it in your cell. In addition to the advice contained in the guides below you should also adopt some simple and sensible precautions of your own. The most well known, as oftentimes forgotten is you should not have your phone with you in any meeting your cell has. Ideally you would arrange meetings via signal messenger (be sure to enable disappearing messages) and then not take your phone. Also all members of your cell should invest in a faraday cage for your phone (you can pick them up for £20-£30). These block all communications to your phone and in effect if used properly you "go dark" for the duration the phone is in the faraday cage (its called a cage but most look like oversized wallets!)

WHAT IS A VPN?

"A VPN, or virtual private network, is a technology that establishes a secure tunnel between two or more devices.An Internet VPN, such as **Mullvad** , offers a tunnel between you and the Internet, allowing you to browse the web securely and privately, even when using a public WiFi network at a cafe or hotel."

CRYPTPAD

Use CryptPad to store any collaborative research documents, if you have too. On cryptpad, add passwords to your files and set expiry (destruction) dates for after your action if you don't need it beyond then.

PROTONMAIL

Protonmail is an end to end encrypted email. This means that only you and the people who you email **(e.g. action@palestineaction.org)** are the ones that can see your email content.

However, if the Swiss courts request data from protonmail (which can be done via Europol) protonmail may provide them with IP address information (basically, where you logged in from). **If you use a VPN every time you log into the address, then this means protonmail never gets access to an IP address that is linked to you and you are much safer.** Although services like riseup.net are run by people more politically aligned, that doesn't necessarily mean they are better. Organisations like RiseUp and smaller and less well resourced than protonmail.

Just use protonmail and be careful.

"We know by the nature of technology and digital security this information will go out of date quickly. We welcome constructive suggestions about changes to this part of the guide just email info@palestineaction.org (or whatever)"

Cordon set up as police make terror-related arrest



Counter-terrorism police raided the home in the St Werburghs area of Bristol

Bea Swallow
BBC News, Bristol

17 July 2025

A sixth person has been arrested as part of an ongoing investigation in which 18 people have been charged with numerous terror-related offences.

Members of the **recently proscribed** group Palestine Action are accused of breaking into the Elbit Systems UK site near Bristol on 6 August last year.

A 20-year-old man from London has been taken into custody, alongside the arrests of **five other people** on Tuesday in connection with the investigation.

The BBC also understands a cordon set up by the Counter Terrorism Policing South East (CTPSE) in St Werburghs, Bristol, on Tuesday is connected to the latest arrests.



PALESTINE ACTION

Elbit employees and two police officers were "seriously assaulted" during the incident, police said

Counter Terrorism Policing South East (CTPSE) said the arrested people were detained on suspicion of the commission, preparation and instigation of acts of terrorism, contrary to Section 41 of the Terrorism Act 2000.

Palestine Action allege Elbit Systems UK is involved in the manufacture and supply of weapons to the Israeli military - a claim the company strongly denies.

The six arrested this week - a 66-year-old man from Bristol, a 20-year-old woman from Whitstable in Kent, a 19-year-old man from London, a 27-year-old man from London, a 33-year-old man from London, and a 20-year-old man from London - remain in custody.

Palestine Action was declared a proscribed organisation under the Terrorism Act 2000 on 5 July.

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Counter Terrorism Policing South East (CTPSE)

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Security

Statement made on 23 June 2025

Statement UIN HCWS729

Statement made by

Yvette Cooper

The Secretary of State for the Home Department

Labour

Pontefract, Castleford and Knottingley

Commons

Statement

I have decided to proscribe Palestine Action under section 3 of the Terrorism Act 2000. A draft proscription order will be laid in Parliament on Monday 30 June. If passed, it will make it illegal to be a member of, or invite support for, Palestine Action.

This decision is specific to Palestine Action and does not affect lawful protest groups and other organisations campaigning on issues around Palestine or the Middle East.

The disgraceful attack on Brize Norton in the early hours of the morning on Friday 20 June is the latest in a long history of unacceptable criminal damage committed by Palestine Action. The UK's defence enterprise is vital to the nation's national security and this Government will not tolerate those that put that security at risk. Counter Terrorism Policing are leading the criminal investigation into this attack. It is important that this process is free from interference and the police are allowed to carry out their important work gathering evidence and working to bring the perpetrators to justice.

Since its inception in 2020, Palestine Action has orchestrated a nationwide campaign of direct criminal action against businesses and institutions, including key national infrastructure and defence firms that provide services and supplies to support Ukraine, the North Atlantic Treaty Organisation (NATO), "Five Eyes" allies and the UK defence enterprise. Its activity has increased in frequency and severity since the start of 2024 and its methods have become more aggressive, with its members demonstrating a willingness to use violence. Palestine Action has also broadened its targets from the defence industry to include financial firms, charities,

universities and government buildings. Its activities meet the threshold set out in the statutory tests established under the Terrorism Act 2000. This has been assessed through a robust evidence-based process, by a wide range of experts from across government, the police and the Security Services.

In several attacks, Palestine Action has committed acts of serious damage to property with the aim of progressing its political cause and influencing the Government. These include attacks at Thales in Glasgow in 2022; and last year at Instro Precision in Kent and Elbit Systems UK in Bristol. The seriousness of these attacks includes the extent and nature of damage caused, including to targets affecting UK national security, and the impact on innocent members of the public fleeing for safety and subjected to violence. The extent of damage across these three attacks alone, spreading the length and breadth of the UK, runs into the millions of pounds.

During Palestine Action's attack against the Thales defence factory in Glasgow in 2022, the group caused over a million pounds of damage including to parts essential to submarines. The Sherif, in passing custodial sentences for the attackers' violent crimes, spoke of the panic among staff who feared for their safety as pyrotechnics and smoke bombs were thrown in the area where they were evacuating. He further recorded the extent of damage to legitimate business activities which included "matters of nationwide security" and disputed the group's claims its actions were non-violent. The attacks at Elbit Systems in Bristol and Instro Precision in Kent remain sub judice. To avoid prejudicing future criminal trials the Government will not comment on the specifics of these incidents.

Palestine Action has provided practical advice to assist its members with conducting attacks that have resulted in serious damage to property. In late 2023, Palestine Action released "The Underground Manual". The document encourages the creation of cells; provides practical guidance on how to carry out activity against private companies and government buildings on behalf of Palestine Action; and provides a link to a website which contains a map of specific targets across the UK. The manual encourages members to undertake operational security measures to protect the covert nature of their activity.

Through its media output, Palestine Action publicises and promotes its attacks involving serious property damage, as well as celebrating the perpetrators.

Palestine Action's online presence has enabled the organisation to galvanise support, recruit and train members across the UK to take part in criminal activity and raise considerable funds through online donations. The group has a footprint in all 45 policing regions in the UK and has pledged to escalate its campaign.

It is vitally important that those seeking to protest peacefully, including pro-Palestinian groups, those opposing the actions of the Israeli government, and those demanding changes in the UK's foreign policy, can continue to do so. The right to peaceful protest is a cornerstone of our democracy. Should Parliament vote to proscribe, that right will be unaffected.

What it will do is to enable law enforcement to effectively disrupt the escalating actions of this serious group. Only last month Palestine Action claimed responsibility for an attack against a Jewish-owned business in North London, where the glass-front of the building was smashed and the building and floor defaced with red-paint including the slogan "drop Elbit". Such incidents do not represent legitimate or peaceful protest. Regardless of whether this incident itself amounts to terrorism, such activity is clearly intimidatory and unacceptable. It is one that has been repeated many times by this organisation at sites the length and breadth of the UK.

I have considered carefully the nature and scale of Palestine Action's activity. Proscription represents a legitimate response to the threat posed by Palestine Action. The first duty of government is to keep our country safe, which is the foundation of our Plan for Change.

Given significant public concern over recent activities by this group, including the incident in Brize Norton last week, and balancing the relevant considerations, I have decided to confirm this decision to proscribe to the House in advance of laying the relevant order.

Statement from

Home Office

Linked statements

This statement has also been made in the House of Lords

Home Office

Security



Lord Hanson of Flint

The Minister of State, Home Office

Labour, Life peer

Statement made 23 June 2025

HLWS726

Lords

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FLAGSHIP BRITISH FIRMS SET TO PROFIT AMID ISRAEL'S WAR ON GAZA

Giant UK corporations that are backed by the government - BP and BAE Systems - are capitalising on lucrative contracts with Israel while it kills thousands of Palestinians.

JOHN MCEVOY

20 NOVEMBER 2023



Effects of destruction from Israeli bombing of the Al-Najjar family's home, east of Khan Younis in southern Gaza, on 12 November

British energy giant BP and arms firm BAE Systems are set to profit from Israel amid its ongoing destruction of Gaza, *Declassified* has found.

While Israel's military has killed over 11,000 Palestinians in Gaza, its government has announced the award to BP of a lucrative contract to explore for natural gas in the eastern Mediterranean.

Meanwhile, arms firm BAE Systems, which manufactures key parts of the F-35 jets being used to support strikes on Gaza, has seen its share price rise in recent weeks.

A number of British Conservative MPs who rejected last week's parliamentary motion calling for a ceasefire in Gaza have shares in BP and BAE, which are both strongly linked to the UK government.

BP's new licences

On 29 October, Israel's Ministry of Energy and Infrastructure announced that it had awarded new licences to six energy companies for offshore natural gas exploration in the eastern Mediterranean.

The announcement came a week after Israel bombed the Jabalia refugee camp in Gaza, killing dozens of people. The camp was bombed again two days later.

One of the bids was won by a joint consortium of British energy giant BP, Azeri national oil company SOCAR, and Israeli corporation NewMed Energy.

While the bids were made earlier this year, the timing of the announcement was designed to foster investor confidence in Israel amid its brutal war on Gaza.

"Even now, major natural gas exploration companies put their trust in Israel's robustness and want to invest here", Israel's

energy minister Israel Katz said.

“The winning companies have committed to unprecedented investment in natural gas exploration over the next three years, which would hopefully result in the discovery of new natural gas reservoirs”, he added.

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Israel’s goal is to achieve energy independence and become a net exporter of natural gas. The new exploration licences will also facilitate the West’s efforts to diversify away from Russian energy sources.

In June 2022, the European Union, Egypt and Israel signed a tripartite natural gas export deal in a bid to “ditch Russia”.

Ursula von der Leyen, the European Commission chief and a prominent defender of Israel over Gaza, described the deal as “an outstanding step bringing our energy cooperation to the next level”. She added: “What a special moment”.

‘Very optimistic’

BP’s interests have long been strongly supported by the UK government around the world and a former head of the secret intelligence service MI6, Sir John Sawers, has served on its board since 2015.

In March this year, BP launched a joint bid with UAE state oil company ADNOC to buy 50% of Israel's NewMed Energy company, in a deal valued at $2bn.

> **"BP has not been put off by Israel's ongoing destruction of Gaza"**

NewMed holds a 45% stake in the Leviathan offshore field, which is thought to contain some 22 trillion cubic feet of natural gas.

The field produced $2.5bn in revenue last year but is "one of just 425 projects worldwide designated as 'carbon bombs' that 'significantly threaten the Paris Agreement climate targets'".

BP has not been put off by Israel's ongoing destruction of Gaza, with its head of gas and low carbon energy, Anja-Isabel Dotzenrath, reportedly telling investors in October that the company still feels "very optimistic" about the deal.

Palestinian losses

The vast resources in the Levant Basin are disputed, with competing claims from Palestinians, Cypriots, Egyptians, Israelis, Lebanese, and Syrians.

Palestinians, however, have been excluded from benefitting from the region's energy reserves. In 2019, a United Nations report noted that Israel's "occupation continues to prevent Palestinians from developing their energy fields".

As a result, the report continued, "the Palestinian people have been denied the benefits of using this natural resource to finance socioeconomic development and meet their need for

energy", with accumulated losses expected to be "in the billions of dollars".

The Gaza Marine field, located around 30 kilometres off the Gaza coast, is thought to contain over 1 trillion cubic feet of natural gas but has remained undeveloped since 2000.

Israel's illegal occupation of Gaza also means that Palestinians rely on Israel for their supply of gas and electricity. This relationship of dependence has resulted in constant power outages in Gaza and, more recently, Israel's cutting off of power to the entire region.

'The most lethal fighter jet in the world'

Britain's leading arms manufacturer, BAE Systems, is also set to cash in amid Israel's war on Gaza.

The company has long had a revolving door with former government officials and one of its non-executive directors is Sir Mark Sedwill, who served as the UK's national security adviser from 2017-20. Former CIA chief, Gina Haspel, sits on the board of BAE's US subsidiary.

BAE Systems builds ships, submarines and fighter jets, and has reportedly booked £10bn in orders since the end of June, "taking its total for the year so far to more than £30bn".

The company manufactures key parts for Israel's F-35 fighter jets, described as a "stealth combat" aircraft and "the most lethal…fighter jet in the world". Israel is the only country in the Middle East to possess F-35 warplanes.

Around 15% of the F-35's components are made in the UK including the rear fuselage, tail parts, and electronics.

Over recent weeks, Israeli forces have been using F-35 jets to undertake strikes on Gaza.

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UK ARMS ISRAEL AS IT BOMBARDS GAZA

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In November, the Israeli military's Chief of Staff, Lieutenant General Herzi Halevi, visited its air force fleet of F-35 jets and declared that Israel "knows how to reach anywhere in the Middle East. We are already a month into the war, hitting Hamas very, very hard..., destroying Hamas' infrastructure in Gaza".

He added that the F-35s carry "very heavy munitions" and provide "a very good connection between what the [ground] force needs and what the plane knows to give".

The Israel Defence Forces boast that the F-35 can hold up to 8.16 tons of ammunition – the equivalent of 4.5 African elephants.

Share price

BAE Systems' share price rose in July 2023 following an Israeli order to expand its F-35 fleet to 75 jets – an increase of 50%. The total value of the F-35 contracts to BAE Systems since 2010 may be in excess of £1bn.

Amid the war on Gaza, BAE Systems' share price rose again, with investors anticipating a gold rush for arms firms supplying Israel with advanced military technology.

By 16 November 2023, the company's stock price was up by around 9% compared with 6 October – the day before Hamas militants attacked Israel.

The F-35 parts are sold to Israel through open licences, a system which allows Britain to transfer unlimited and

unspecified quantities of military items to buyers abroad. The UK government has granted 57 such licences to Israel over the past eight years, with ten of those issued in 2022.

The UK government justifies the continued sale of arms to Israel by claiming that Israel "has made it clear that it will abide by international humanitarian law", adding that Britain "has the toughest arms regulations anywhere in the world".

MPs' shares

A number of parliamentarians are also likely to reap the benefits of Britain's expanding commercial interests in Israel.

It has been reported that six Conservative MPs have shares or close family members with shares in BP – David Duguid, Victoria Prentis, Desmond Swayne, Harriett Baldwin, Bob Blackman, and Diana Johnson.

Five of those MPs voted against the parliamentary motion for a ceasefire in Gaza while Johnson abstained, raising questions regarding conflicts of interests.

Two MPs – Jesse Norman and Christopher Chope – reportedly have shares in BAE Systems. Both voted against a ceasefire in Gaza.

Other British companies may profit from Israel's war on Gaza.

As War on Want found in 2022, British financial institutions such as Barclays hold significant shares in "companies whose weapons, components, and military technology have been used in unlawful violence against Palestinians", such as BAE Systems and Boeing.

All seven Conservative MPs who reportedly have shares in Barclays – Chope, Robert Goodwill, Jonathan Djanogly, Heather Wheeler, Ian Levy, David Evennett, and Steve Double – also voted against a ceasefire.

TAGGED: BAE Systems | BP | Israel | Palestine

Article

7 Dec 2023 Aaliyah Harris, Sky News

UK: Hundreds protest outside BAE Systems factories demanding end to its arming of 'Israel's murderous war machine', as bombardment on Gaza continues

See all tags

Read more

"Hundreds protest outside defence factories against arms being sent to Israel", 7 December 2023

Hundreds of campaigners across the UK have gathered outside several defence factories to protest against arms being sent to Israel.

Workers for a Free Palestine...said it had blockaded sites in Bournemouth, Glasgow, Brighton and Lancashire, some of which are operated by defence giant **BAE Systems.**

Demonstrators want BAE systems and other companies to cut ties with **Israel** and stop supplying it with any weapons...

Many of the BAE factories targeted...are said to be involved in the supply of parts for F-35 fighter aircraft, which the group says is being used in Israel's bombardment of Gaza.

Jenny, a spokeswoman for the Workers for a Free Palestine group...said: "The fighter jets these factories help to produce are being used to imprison the people of Gaza in a death trap...

She added campaigners will not stop until factories stop supporting "Israel's murderous war machine".

They claim that BAE systems produces components for weapons sold to Israel, such as the F-35 and the Mk 38 Mod 2 machine gun system.

A spokesperson for BAE Systems said it was "horrified" by the situation in Israel and Gaza and it's "devastating impact" on civilians in the region.

"We operate under the tightest regulations and comply fully with all applicable defence export controls, which are subject to ongoing assessment", the spokesperson added.

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18 Oct 2024 Article

Dock workers in Piraeus stopped a truck from North Macedonia carrying ammunition bound for Israel from entering the port, saying they will not allow the port to become a transit point for weapons of war.

Israel/Palestine: German Chancellor pledges to send more weapons to Israel despite Spanish and French leaders calling for countries to stop selling arms →

11 Oct 2024 Article

British trade unions demand end of all arms sales to Israel →

11 Sep 2024 Article

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Israel/OPT: Union representing over 3000 workers at 11 Indian ports announces boycott of weapon shipments to Israel amid attack on Gaza →

19 Feb 2024 Article

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Timeline activity

Greece: Dock workers prevent ammunition being loaded for Israel

Article 18 Oct 2024

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U.K. IS TRAINING ISRAELI MILITARY IN BRITAIN

Amid the genocide in Gaza, the UK's Ministry of Defence is hosting six Israeli armed forces personnel and providing "defence-led training courses".

MARK CURTIS

12 FEBRUARY 2024



Israel's military operation is under investigation for genocide. (Photo: IDF)

Britain is providing training to Israeli military officers in the UK, the government has admitted.

“Israel is represented by Armed Forces personnel in its Embassy in the UK, and as participants in UK defence-led training courses”, defence minister James Heappey has told parliament.

“There are currently six Israeli Armed Forces officers posted in the UK”, he added, in response to a written question by Alba MP Kenny MacAskill.

The number of Palestinians killed by the Israeli military in Gaza is now believed to be over 28,000.

The UK government has admitted that nine Israeli military aircraft have landed in Britain since the Hamas attacks of 7 October. The Ministry of Defence (MoD) has refused to say what those planes are carrying or what they are doing.

The Royal Air Force has sent 48 military aircraft to Israel since it began bombing Gaza. *Declassified* has further found that Britain has conducted 65 spy missions over Gaza from its vast military and intelligence base on Cyprus.

Almost none of this extent of UK military support for Israel is being reported in the British national media.

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'Ongoing training'

The MoD's answer to parliament did not say which courses Israeli armed forces are currently attending in Britain.

Last year the MoD admitted its training of Israeli military personnel included defence medical training, "organisational design and concepts" and "defence education".

It has refused to publish the military agreement it signed with Israel in 2020. But it said the accord "enshrines ongoing joint training and exercises" contributing to "strengthening military ties".

Military training and joint exercises have been a key part of the deepening relationship between the two countries' armed forces in recent years.

In 2019, the Israel air force undertook its first-ever deployment of fighter jets to Britain. Israeli F-15 warplanes took part in a joint combat exercise with the RAF, as well as aircraft from the German and Italian air forces.

Such warplanes have been ruthlessly bombing Gaza for several months.

The UK is also believed to have military officers stationed in Israel, though details are unclear.

In 2022, the MoD said it had four military personnel in Israel based in the British embassy in Tel Aviv. They were said to "carry out key activities in Defence Engagement and Diplomacy" but not military training.

However, "periodically additional UK personnel visit Israel for training, exercises and engagement purposes", it added

TAGGED: Israel | Israeli Training

ABOUT THE AUTHOR

Mark Curtis is the co-director of Declassified UK, and the author of five books and many articles on UK foreign policy.

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Pro-Palestinian protesters spray red paint on Ministry of Defence

10 April 2024

Israel-Gaza war



PA MEDIA

By Chas Geiger
Political reporter

Five people have arrested after pro-Palestinian protesters sprayed red paint on the walls of the Ministry of Defence (MoD) in central London.

Youth Demand and Palestine Action, who staged a protest outside Labour leader Sir Keir Starmer's home on Tuesday, said they were behind the action.

They would no longer accept the UK helping to arm Israel, the groups said.

Defence Secretary Grant Shapps said the Armed Forces "can't and won't be intimidated".

In a post on X, formerly Twitter, he said those inside the MoD "stand up to dictators & terrorists every day - patriots, many of whom put their lives at risk to protect us all".

He described the protesters as "the opposite, cowardly criminals".

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The Metropolitan Police said it and British Transport Police made the arrests on suspicion of criminal damage.

Scotland Yard said it would "never tolerate people causing criminal damage to buildings under the guise of protest".

In a video posted on X, a number of demonstrators can be seen spraying the paint over the walls of the MoD in Whitehall before displaying a banner reading "Youth demand an end to genocide".

Youth Demand and Palestine Action said they were demanding that both the Conservative and Labour parties pledge to impose a ban on buying arms from, or selling arms to, Israel.

The groups have also called for an end to all future licensing for the exploration, development and production of fossil fuels in the UK, including a revoking of oil and gas licences issued since 2021.

Youth Demand said: "Young people will not accept the future those in charge have in store for us.

"We will not die quietly whilst our leaders commit us to a future of suffering and mass death. Young people are coming together to fight back."

In a protest involving the group on Monday, Labour's headquarters in London were sprayed with red paint.

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ISRAEL'S WAR MACHINE CAN BE STOPPED. HERE'S HOW

Profits have plummeted at an Israeli arms firm targeted by Palestine Action.

HUDA AMMORI

15 OCTOBER 2024



Activists on the roof of the UAV Engines factory in 2021. (Photo: Vladimir Morozov / Alamy)

Israel's largest arms firm Elbit Systems is finally losing money at its drone engine factory near Birmingham, England.

This follows years of campaigning by Palestine Action, a group I co-founded in 2020.

Back then, Elbit's subsidiary UAV Engines was making millions of pounds in profit with an £11m turnover.

That was until we showed up. Palestine Action has staged over 20 protests at the firm's factory in Shenstone, blockading the gates, occupying the roof and smashing up equipment.

We did this because Elbit makes 85% of Israel's drone fleet terrorising Gaza, including the Hermes armed drones from which even British aid workers are not safe.

And although UAV Engines claim that it produces components solely for the British army, trade licence data shows it exports drone parts to Israel.

For decades this business, which Elbit turned from a motorbike manufacturer to an arms firm in the mid-1990s, has been consistently profitable.

But its latest accounts show the company is now in the red. From a £2.5m operating profit in 2019 before we launched, UAV Engines had a £460,000 loss by the end of 2023.

Rising security costs

The drop in profits could be due to all the extra security hired by UAV Engines to protect its Shenstone site.

I was personally involved in Palestine Action's first occupation of the factory. At that time, there was one security guard on shift from 6am to 6pm.

Since then, the actions have multiplied at the site and so has the damage. In response, the factory steadily increased the amount of barbed wire, security cameras, barriers and guards.

All that costs money.

Not only did they change the number of guards, they also upgraded their calibre. By 2022, there were six full time security guards, most of whom were ex-military.

They wore balaclavas 24/7 and seemed to have little hesitation using disproportionate force against protestors.

Higher security costs could be reflected in the accounts under increased “administrative expenses” of approximately £1m.

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Sustained disruption

Turnover has also slumped by more than a third to £7m in the last year. This could signal fewer orders, the end of long-term contracts or difficulties fulfilling existing obligations.

The main element of our direct action strategy is to cause sustained disruption to the target, which can even cause factories to close while they are repaired.

As the date of any protest is known only to those taking part, it’s impossible for the company to plan around the disruption.

No doubt this leads to rescheduled deliveries, increased production time and ultimately delays in fulfilling contracts for their military customers.

You may be forgiven if you're an online boutique for sending an order out a couple of days late, but for the defence industry the repercussions can be very costly.

As Elbit's CEO Martin Fausset said in a podcast in 2023, "The culture in the UK is if you're one day late, you might as well be six months late. It's equally unacceptable. So that understanding is something we have to be very careful with."

Low morale

Our consistent direct action has been matched with regular pickets, blockades and disruptive marches by the local community.

Protestors often chant "your wages are covered in Palestinian blood", making it impossible for Elbit's workers to avoid the wider public's view of their deadly business.

This probably reduces staff morale, and in turn their productivity.

Our campaigning could also have distracted the company's leadership, forcing managers to spend time defending Elbit's image.

While previously they would offer no comment to the press, the firm now writes letters to the community, briefs against Palestine Action and has invited a local journalist to tour the factory.

This has made little difference to the public's perception, but will have taken up valuable time.

Elite KL

With its falling profits and turnover, UAV Engines is on the same trajectory as a former Elbit subsidiary, Elite KL, which they sold in March.

It made parts for Israeli military tanks, until Palestine Action intervened.

Regular roof top occupations at Elite KL's factory across 2021-22 led to significant disruption and damages.

One action saw the roof tiles ripped off one by one, and by the time the activists were taken down, rain began to destroy the contents inside the arms factory.

Due to the direct action against Elite KL, the company closed their production for a few months to rebuild the site with the highest security protocols.

Fencing was built across the premises, shutters were placed on the windows and the roof was rebuilt.

The security costs reflected an increase of administrative expenses by nearly £700,000 and a 77% reduction in profits.

Ultimately, the poor financial position led to Elbit Systems UK selling off the subsidiary.

The new owners of the firm stopped all production of parts for Israeli tanks and instead focused on making parts for public transport.

There's a reason for the phrase 'direct action gets the goods' and that's because it's true.

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Hitting Elbit where it hurts – in their balance sheet – requires sacrifice by the activists who embark on direct action.

Occupations are followed by arrests, court cases and sometimes, prison.

Currently, there are sixteen Palestine Action members in jail across England and Scotland.

Among them are six who rammed a van into an Elbit site near Bristol. Once inside, they dismantled weapons, including the same model of quadcopter drones used by the Israeli military.

The action allegedly cost Elbit over £1m in damages.

And despite what you may hear in the media from pro-Israel politicians – like former trade secretary Kemi Badenoch who recently met Elbit in Tel Aviv – the public often supports what we do.

Last month, a jury in Bradford refused to convict four of our group for causing hundreds of thousands of pounds worth of damage to an arms factory.

Many, including myself, choose to embrace the sacrifice we make towards Palestinian liberation.

After all, it pales in comparison to the consequences Elbit's weaponry has for the Palestinian people.

This content was published prior to the proscription of Palestine Action on 4th July 2025. It was not an expression of support, nor does it invite support, for a proscribed organisation.

TAGGED: Israel | Palestine

ABOUT THE AUTHOR

Huda Ammori is a co-founder of the direct-action network, Palestine Action, and has conducted extensive research and campaigns targeting British complicity with Israeli apartheid.

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Britain / 25 November 2024

Palestine Action activists blockade UAV Engines



Activists blockade the UAV Engines site [Martin Pope]

PALESTINE ACTION activists defied police repression today and continued their relentless campaign against a drone factory operated by Israel's largest arms firm.

Activists locked themselves onto the gates in front of UAV Engines in Shenstone, Staffordshire, to prevent the production of drone engines.

The firm is a subsidiary of Elbit Systems, a major supplier to the Israel Defence Forces.

Parts made by the firms have been linked to Israel's onslaught in Gaza, including the murder of seven aid workers in April.

Palestine Action said: "These activists have made clear in Staffordshire today: Elbit are the criminals. Those resisting Elbit's role in genocide will not relent."

UAV Engines reported its first-ever operating loss last year, with activists attributing it to the group's relentless campaign.

The protest follows counter-terrorism police raiding and arresting 10 more activists from the group last week.

Currently there are 22 Palestine Action political prisoners detained in Britain.



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HOW ONE BRITISH BUSINESS COULD STOP ISRAELI JETS BOMBING GAZA

UK-made ejection seats are in the cockpit of most Western fighter jets, including Israel's air force.

PHIL MILLER

14 DECEMBER 2023



Israel receives its first F-35 jet at Nevatim air base. (Photo: US Embassy)

Ten miles away from Heathrow airport, slotted between a golf club and the M25, lies a family business that's been running for almost a century. In many ways, Martin-Baker is a British engineering success story, making £72m profit last year.

Its speciality, ejection seats, can be found in the cockpits of most Western fighter jets, serviced by a thousand staff at sites across the world. "The sun never sets on Martin-Baker," its website muses, in a nod to the former British Empire.

Outside the company's HQ in Buckinghamshire, an electronic screen keeps a tally of how many pilots have safely ejected from its seats. "Lives saved to date: 7715", it boasts. Yet less well publicised is how many lives the company is likely to have endangered.

That question is particularly poignant now, because the company supplies seats to Israel's air force, which is pummeling Gaza with genocidal intensity. Israeli spokesman Eylon Levy, who studied at Oxford and Cambridge Universities, says the air force has hit more than 22,000 targets in the narrow coastal strip – exceeding the number America used in an entire year of operations in Afghanistan.

More than 10,000 children have died in Israel's bombardment, according to the Euro-Med Human Rights Monitor, a rate without precedent in modern warfare. The frequency of such sorties means the aircraft involved are guzzling through inventories of spare parts, as engineers race to service the jets that are more complex than F1 cars.

The jewel in the crown of Israel's air force are several dozen state-of-the-art F-35s, made by US arms giant Lockheed Martin and a myriad of subcontractors. Crucial to their continued operation will be the ejection seats with their explosive cartridges.

Martin-Baker's stand at an arms fair in London. (Photo: Phil Miller / DCUK)

The Pentagon, which hugely subsidises Israel's military, handed Martin-Baker a contract to provide these cartridges last September, of which around half a million dollars was to cover work with Israel.

Such a safety feature has proved surprisingly temperamental, and had war broken out last summer these planes might have missed out. Its squadron was grounded for a week in August 2022 due to a problem with the ejection cartridges.

The fault, which was first found in the US, centred on Martin-Baker's part of the plane. The firm said the error was "traced back to a gap in the manufacturing process, which was addressed and changed."

Although the incident was swiftly resolved, it highlighted the fragility of the plane's supply chain, which involves at least 79 companies in Britain, who between them ensure "15 percent of the value of every F-35 is made in the UK".

Martin-Baker has at least one engineer based around Nevatim air base, where Israel stations its F-35s and the UK military has

sent a cargo flight in recent weeks.

Other manufacturers are scattered across the US and Europe, providing activists and lawyers in different jurisdictions with potential avenues to halt supplies reaching Israel. The Dutch affiliate of Oxfam has filed a lawsuit in the Netherlands, where NATO has an F-35 regional supply hub, in a bid to stop spare parts bound for Tel Aviv.

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Success could hinge on whether Dutch officials can prove the arms exports will not fuel war crimes in Gaza. A similar dilemma faced British authorities two decades ago, when the UK implemented an embargo on key components for Israel's military. It included parts for ejection seats on Israel's 140 F-4 Phantom jets, which were only available from Martin Baker.

A repeat of such a principled stance seems unlikely from Rishi Sunak's government, which has pledged unequivocal support for Israel. Defence secretary Grant Shapps would probably want to be even more deeply involved.

He told parliament last week: "We have provided no offensive military weapons to Israel during this conflict, and in fact our exports to Israel on military grounds are actually quite low, I think a figure of something like £48 million last year, which is not a very significant amount of money."

Britain would, he said, “only be providing defensive materials, or materials which might help with the recovery of hostages,” during the conflict in Gaza. As Shapps views the airstrikes on Hamas as Israeli self-defence – however many civilians are hit – then components for the F-35 are likely to keep flowing.

Indeed, to halt the trade would be to snub one of Britain’s most privileged industries. Martin-Baker and Israeli arms firms all exhibited at the UK-government sponsored DSEI arms fair that was held in London a month before the latest war in Gaza began. Danny Gold, an Israeli general in charge of research and development, was a keynote speaker.

General Gold gushed about how Israel could send swarms of drones over an urban area which “sense the enemy, expose the enemy, connected to layers of other European fighter aircraft” and drew on “of course a lot of AI” for their target acquisition.

The Israeli military’s experimental use of artificial intelligence is key to its system of *Habsora*, (“The Gospel”), which automatically generates targets faster than was humanly possible. A former Israeli intelligence officer told the magazine +972 that this AI system has turned Gaza into a “mass assassination factory.”

Martin-Baker did not respond to a request for comment from *Declassified* as to whether it had any concerns about supplying

goods or services to Israel's air force, in light of the situation in Gaza.

However when *Declassified* met its representative Tony Gaunt at DSEI, he was relaxed about the company's ejector seats ending up in Saudi aircraft, which have also been blamed for killing children. "We sell to BAE Systems who provide it [to Saudi]. So they then determine the end user," he said cheerfully. The ejection seats, which cost upwards from £150,000 each, were "a very cool product".

A growing number of British people appear to differ. Last week, four factories in the UK were blocked by protesters, in most cases because they supplied parts for the F-35. Martin-Baker escaped their ire this time, but its sleepy site in Buckinghamshire may not always be ignored.

TAGGED: Arming Israel | Israel | Palestine

ABOUT THE AUTHOR

Phil Miller is the editor of Declassified UK. He is the author of Keenie Meenie: The British Mercenaries Who Got Away With War Crimes.

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1ST MARCH 2024 ISRAEL HAMAS WAR BUSINESS MILITARY BUCKINGHAMSHIRE





By Eleanor Burleigh

Digital reporter

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Protestors have staged a second demonstration outside the gates of a Buckinghamshire company that supplied explosive cartridges to the Israeli military.



Pro-Palestinian protestors gathered for the second time outside the Martin-Baker factory in Denham this morning, Friday, March 1.

They previously gathered outside the factory on January 24 following news that the family-run company supplied explosive ejector seat cartridges to the Israeli air force ahead of its ongoing bombardment of Gaza.

UK EXPORTED PARTS FOR ISRAELI AIR FORCE AFTER SUSPENDING ARMS SALES

Exclusive: Cargo documents show how British-made aircraft components were shipped to Israel last month.

JOHN MCEVOY

13 NOVEMBER 2024



Israeli air force pilots learn to fly in T-6 planes. (Photo: Nir Ben-Yosef / Alamy)

- **Arms firm says it sent equipment to Israel for military training aircraft**
- **Business department confirms loophole in arms trade law even allows F-35 fighter jet exports to Tel Aviv**

Reported in partnership with Irish news site The Ditch

Britain has continued exporting components for use by the Israeli air force (IAF) because of gaps in the government's restrictions on arms sales, it can be revealed.

At least two shipments of parts for IAF planes have been dispatched from Britain since September, when Labour suspended some arms export licences due to human rights concerns.

The information is contained within cargo documents reviewed by *The Ditch* and *Declassified*.

The documents show how items were dispatched by UK-based engineering firm Martin-Baker to an Elbit Systems factory in Karmiel, Israel, in October.

Martin-Baker specialises in ejection seats, which are found in military planes across the West, including in the cockpit of the IAF's T-6 training fleet.

These aircraft are maintained by Elbit – Israel's largest arms firm – under a $38m contract.

The revelation shows how British arms exports are continuing to support the IAF – a key player in Israel's genocidal campaign in Gaza – because Labour has not implemented a complete embargo.

Emily Apple, a spokesperson for Campaign Against Arms Trade, told *Declassified*: "The current arms suspension is a farce. This government is making up the rules as it goes, making a mockery of international law and prioritising the profits of arms dealers over Palestinian lives.

“There can be no excuses and no exceptions. The UK must impose an immediate, full, two-way arms embargo”.

Martin-Baker

The two shipments from Britain to Israel were both sent on 15 October 2024.

According to the cargo documents, the registered sender was the Martin-Baker Aircraft Co Ltd headquarters in Uxbridge, located just outside of London.

Cargo documents suggest that another shipment – an import – was made on 9 September to the Martin-Baker headquarters from Nevatim airbase, which hosts Israel’s squadrons of F-35 fighter jets.

Martin-Baker manufactures ejection seat components used in F-35s. These are Israel’s most advanced fighter jets and are linked to attacks on civilians in Gaza and Lebanon.

A Martin-Baker representative told *Declassified* that he did not recognise the shipment from Nevatim.

He said that the components delivered directly to Israel were for use in training aircraft and not for the F-35s.

This would be in line with UK foreign secretary David Lammy’s announcement of 2 September on arms restrictions to Israel.

Lammy told parliament that “trainer aircraft” were not included in arms suspensions since they were not “assessed… for military use in the current conflict”.

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‘Near-fatal’

The documents nonetheless demonstrate how Britain is continuing to assist the IAF, one of the key Israeli forces engaging in war crimes and crimes against humanity in Gaza.

The UN’s special rapporteur on adequate housing, Balakrishnan Rajagopal, said in March that “more than 70 per cent of all housing stock in Gaza, and more than 80 per cent in parts of [the] northern region have been damaged or destroyed”.

The IAF has also been responsible for attacks on British nationals.

On 18 January, Israeli jets bombed a residential compound in Gaza housing the Emergency Medical Team of Medical Aid for Palestinians (MAP), a British charity, as well as the US-based International Rescue Committee, which is run by former UK foreign secretary David Miliband.

Four British doctors were injured in the airstrike, alongside MAP staff members and a bodyguard. MAP described the attack as “near-fatal”, causing “significant damage to the building”, and requiring the “withdrawal of the six international members”.

Starmer’s arms suspensions

The Labour government suspended 30 out of 350 arms export licences to Israel in early September, citing concerns over violations of international humanitarian law.

British components for the multinational F-35 joint strike fighter programme were excluded from the decision, except when going directly to Israel. Over 15% of each plane is manufactured in the UK.

“The effects of suspending all licences for the F-35 programme would undermine the global F-35 supply chain that is vital for the security of the UK, our allies, and NATO”, Lammy said.

However, the Department for Business and Trade quietly caveated these restrictions by affirming that F-35 components could be exported to Israel as long as the “software or technology will be re-exported to” another country in the F-35 programme.

The UK government thus left open the possibility that F-35 components could be sent to a third country and exported onwards to Israel, or sent directly to Israel and exported onwards to a third country.

When asked by *Declassified* about the recent shipments, a spokesperson for Britain’s business department did not dispute that F-35 components could have been shipped directly to Israel.

They specifically pointed *Declassified* to the section of the new export regulations regarding onward export.

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F-35 COMPONENTS SENT TO ISRAEL FROM ROYAL AIR FORCE BASE

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‘Massive loopholes’

However, it is unclear if the UK government has any mechanism in place to monitor whether items are actually being exported onwards, and not being used by the Israeli armed forces.

This indicates that there is a loophole in Britain’s arms exports guidelines, largely unnoticed by the UK press, which could be open to manipulation by the Israeli armed forces.

Emily Apple from Campaign Against Arms Trade commented: “These revelations show clearly that the Labour government is still complicit in Israel’s genocide in Gaza.

“Despite the government admitting that Israel has used F-35s to commit war crimes, it has provided massive loopholes, with zero accountability, to allow companies to continue exporting components.

“Due to the lack of transparency in UK arms exports, there is no accountability in this system, and therefore no guarantees that this equipment won’t be used by the Israeli military to commit atrocities in Gaza”.

The government’s carve-out for F-35 exports is set to be challenged at the High Court on Monday by Palestinian human rights group Al-Haq and the Global Legal Action Network.

TAGGED: Israel Palestine

ABOUT THE AUTHOR

John McEvoy is Chief Reporter for Declassified UK. John is an historian and filmmaker whose work focuses on British foreign policy and Latin America. His PhD was on Britain's Secret Wars in Colombia between 1948 and 2009, and he is currently working on a documentary about Britain's role in the rise of Augusto Pinochet.

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Ejection seat firm targeted by pro-Palestine group



GOOGLE

Police said criminal damage was carried out on Wednesday morning and are appealing for witnesses

Louise Parry
BBC News, Buckinghamshire

31 January 2025

Pro-Palestine activists have admitted breaking into and damaging the headquarters of a company that makes aircraft ejection seats.

Palestine Action claimed Buckinghamshire-based aircraft firm Martin-Baker was "known to supply ejection seats for Israel's F-35 fighter jets".

Thames Valley Police said two people wearing dark clothing and face coverings used a hammer, crowbar and spray paint to damage a building in the early hours of Wednesday.

Martin-Baker, which is in Denham, has been contacted for comment.

Israel and the Palestinians: History of the conflict explained

What is Hamas and why is it fighting with Israel in Gaza?

Palestine Action said it smashed office windows with hammers and painted the building red.

Thames Valley Police has appealed for witnesses and information about the incident at Martin-Baker.

Det Con Ben Flaherty said: "We take incidents of criminal damage seriously."

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12 November 2024

INSTRO PRECISION: THE UK ARMS FIRM SENDING TARGETING GEAR TO ISRAEL

Exclusive: Shipping documents expose how Instro Precision has been sending military items to Israel amid the Gaza genocide.

JOHN MCEVOY

8 MAY 2025



Palestine Action break into an Instro Precision factory. (Screengrab: Palestine Action)

Published in partnership with Irish investigative news site The Ditch

Last June, activists from Palestine Action stormed a weapons factory in Kent, breaking through the security perimeter and allegedly causing over £1 million worth of damage.

Instro Precision, a subsidiary of Israel's largest arms firm Elbit Systems, had been hit hard.

The company produces equipment which helps troops and vehicles to select targets. It has received scores of export licences to Israel, leading activists to believe its products have been used in ground operations in Gaza.

Ten activists were charged for ordinary criminal offences following the action. Yet they appeared to be vindicated when, two days after the action in Kent, an Instro Precision arms export licences to Israel was stopped by the government.

Palestine Action's Huda Ammori told *Declassified*: "The Instro10 managed to stop an export of arms to Israel, potentially saving lives in Palestine."

But last week, the Crown Prosecution Service (CPS) took a very different view, and suddenly alleged there was also a "terrorism connection" under Section 69 of the Sentencing Act.

Ammori reacted defiantly: "The public know full well that the real crimes being perpetrated are occupation, apartheid, and genocide".

New evidence reviewed exclusively by *Declassified* and *The Ditch* appears to vindicate her position, as cargo documents now confirm Instro Precision has been shipping targeting equipment to Israel amid the Gaza genocide.

The data shows how the company sent military tripods, tripod support systems, radar kits, and aerial reflectors to Elbit factories in Israel between November 2023 and May 2025.

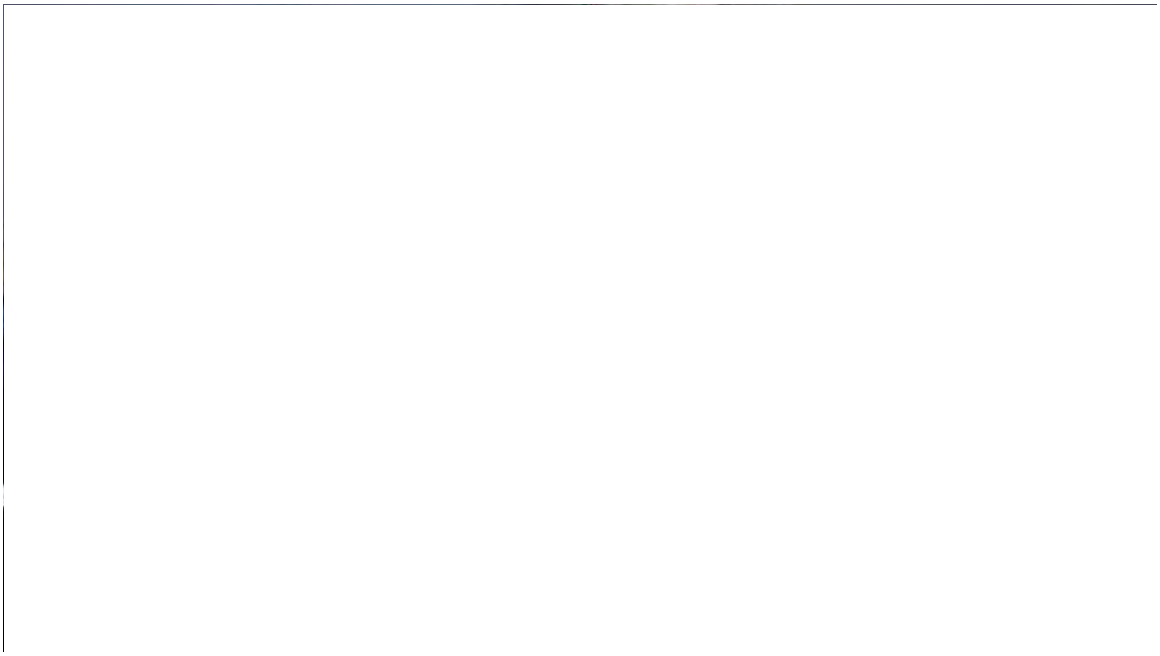
These items can be used by soldiers to select and eliminate targets.

All of the goods were transported via Heathrow Airport to Tel Aviv on flights operated by El Al, Israel's main airline.

Four of the shipments occurred last month, showing how targeting equipment is being shipped to Israel even after the Labour government's arms restrictions last September.

Ammori told *Declassified*: "This appears to be direct proof that Israel's biggest weapons firm is using its British sites to fuel the genocide in Gaza. When our government fails to act, it's a moral imperative for citizens to take direct action to stop Israel's military supply chain themselves".

Instro Precision was approached for comment.



Instro Precision

Eight of the shipments from Instro Precision were sent to Elbit's Elisra site in Holon, while the ninth was transported to another Elbit site in Karmiel, Israel.

Elisra manufactures "comprehensive solutions in the electromagnetic spectrum domain" for "electronic warfare (EW), spectrum control, communications, and Signal Intelligence".

The first shipment, dispatched on 30 November 2023, contained two groundmaster tripods with a combined weight of 145kg.

The applications of this tripod, according to Instro Precision, include "multifunction motorised surveillance platform support", "dismounted radar support", "thermal camera/night vision systems", and "long-range observation posts".

The next three shipments, sent in December 2023, were for "tripod support and parts" and "spare parts", with a massive combined weight of at least 1.8 tonnes.

Tripods manufactured by Instro Precision are designed to "minimise burden on the soldier" and are "easily deployable even on rough terrain". They can carry payloads of over 250kg and mount radar systems for "precision targeting".

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'Radar kits'

Four other shipments were sent from Instro Precision to Israel last month.

Three of those were for "tripod support systems" while the fourth was for "radar kits", likely meaning portable radar

systems used by military forces to detect and track targets for elimination.

Another shipment of "aerial reflectors and parts" was sent from Instro Precision to Elbit's Elisra site this week, weighing 55kg. Aerial reflectors are components of radar systems, and have been listed by the UK government as "goods of strategic concern".

It is difficult to see how these shipments square with Britain's arms restrictions on Israel, which were announced by the Labour government in September 2024.

That month, UK foreign secretary David Lammy told parliament that "around 30" arms export licences had been revoked for "components which go into military aircraft, including fighter aircraft, helicopters and drones".

The restrictions also covered "items which facilitate ground targeting", with Britain's strategic export guidance specifically listing "target acquisition, weapon control and countermeasure systems" as controlled items.

Remarkably, however, the shipping documents indicate that Instro Precision did not require an export licence to ship targeting equipment to Israel over recent weeks. They are marked with the acronym "NLR", meaning No Licence Required.

A spokesperson for Britain's department for business and trade told *Declassified*: "In September we suspended certain export licences to Israel for military items that could be used by Israel in military operations in Gaza…

"The need for an export licence for military goods is set out in the Export Control Order 2008, and all licence applications are rigorously assessed on a case-by-case basis against our strict Strategic Export Licencing Criteria".

To this end, Instro Precision's shipments to Israel raise further questions about how strict Britain's export controls really are.

Last month, *Declassified* revealed how UK firm RCV Engines is supplying engines for Israel's new killer quadcopters without apparently needing any export licence.

And earlier this week, a major report by the Palestinian Youth Movement, Progressive International, and Workers for a Free Palestine exposed how thousands of military goods have been sent from Britain to Israel since Labour's arms suspensions.

This content was published prior to the proscription of Palestine Action on 4th July 2025. It was not an expression of support, nor does it invite support, for a proscribed organisation.

TAGGED: Israel | Palestine

ABOUT THE AUTHOR

John McEvoy is Chief Reporter for Declassified UK. John is an historian and filmmaker whose work focuses on British foreign policy and Latin America. His PhD was on Britain's Secret Wars in Colombia between 1948 and 2009, and he is currently working on a documentary about Britain's role in the rise of Augusto Pinochet.

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FREEDOM



Palestine activists target arms company landlords

News, May 29th

Discovery Park Ltd "profit from mass murder" in Gaza by leasing to Instro Precision, say protesters

~ *Scott Harris* ~

Palestine Action says its activists early this morning (May 29) targeted the registered London address of Discovery Park Ltd, landlords of the Instro Precision weapons factory in Kent. The front windows were smashed and the premises were covered in red paint "to demonstrate against the company's involvement in arming the Gaza genocide", said the group in a press release.

Instro Precision is owned by Elbit Systems, Israel's largest weapons company against which the group has repeatedly taken direct action. It produces targeting gear including SpectroXR imaging systems for Israel's *Skylark* drones. Thousands of the 'XACT' weapons sights systems manufactured by Instro have been delivered to the Israeli military.



According to recent FOI disclosures, Instro Precision was granted over a dozen weapons export licenses for the shipment of arms to Israel in 2024.

"We will not allow companies on our doorstep to profit from mass murder. Discovery Park must evict Elbit, or expect Palestine Action", said the group.

Photos: Direct Action Images

TAGS:

direct action | elbit kent | gaza | london | palestine action | protest

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BRITISH FIRM SENT OVER 1,000 AMMO BOXES TO ISRAEL

Exclusive: UK-made munitions containers have been shipped to Israel's largest arms firm amid the Gaza genocide, it can be revealed.

JOHN MCEVOY

9 JUNE 2025



Israeli soldiers prepare ammunition at a staging area near Gaza. (Photo: Leo Correa / Alamy)

Published in partnership with Irish investigative news site The Ditch

A British company has sent over 1,000 munitions containers to Israel amid the Gaza genocide, raising concerns about UK arms export controls.

The information is contained within shipping documents reviewed exclusively by *Declassified* and *The Ditch*.

The documents show how Permoid Industries, an engineering firm in Durham, has sent 16 shipments of "storage containers" weighing over 100 tonnes to Elbit Systems in Israel since October 2023.

Permoid declined to comment but did not deny that the cases were designed to carry weapons. Its website says the firm produces "a wide range of ammunition containers", which are suited for "belted ammunition, cartridge, mortar and shell munitions" including 155mm artillery shells.

Most of the shipments were sent to Elbit Systems Land in Ramat Hasharon near Tel Aviv, which produces a range of armaments for the IDF such as 155mm and 122mm mortar shells.

Elbit Systems supplies up to 85 percent of the Israel Defence Forces' (IDF) land-based military equipment and drones.

The revelation raises the prospect that Permoid's containers are being used to facilitate war crimes and crimes against humanity in Gaza, pointing to more serious loopholes in Britain's arms export regulations.

Declassified has previously revealed that drone engines and tripods for mounting weapons have been exempted from UK trade sanctions on Israel.

Former British soldier Joe Glenton, who works for campaign group ForcesWatch, told *Declassified*: "In recent weeks we've seen a major turn in the language used by the Labour government over Israel's assault on Gaza. The hard fact, however, remains that British firms are still provisioning a genocide.

“Ultimately the rhetorical shift means absolutely nothing unless it is matched with an immediate and total ban on arms sales to Israel accompanied by a withering regime of sanctions”.

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INSTRO PRECISION: THE UK ARMS FIRM SENDING TARGETING GEAR TO...

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Elbit

Elbit’s factory in Ramat Hasharon is involved in the “design and manufacture of land-based systems and products for armored and other military vehicles, artillery and mortar systems”.

The company has been one of the key suppliers of mortars for Israeli forces engaged in ground operations in Gaza over the past 20 months.

Last year, Elbit’s Ramat Hasharon site was granted an exemption from heavy fines by the Israel Lands Authority so that it could continue to produce artillery shells for the IDF.

“The defence establishment views the continuation of Elbit’s production activity in Ramat Hasharon… as a means to accelerate the IDF’s armament process” in light of “the ongoing war and the need to replenish its stocks”, the Israeli media reported.

The IDF has tested and deployed several mortar systems in Gaza since October 2023 including the Elbit-made Iron Sting

system, which boasts a range of 1-12km.

Permoid's 1,080 containers

The shipping documents show how Permoid Industries has supplied at least 920 ammunition containers to Elbit's Ramat Hasharon factory between October 2023 and April 2025.

360 of those items were sent in April 2025, as Israel escalated its siege, war of starvation, and military offensive in Gaza.

A further 160 cases were sent to Elbit's Advanced Technology Centre in Haifa in December 2023, two months after the Gaza bombing began.

They were transported on cargo ships to the port of Ashdod, Israel, often using controversial Israeli shipping company Zim.

Declassified has estimated that the combined weight of these shipments is over 135 tonnes, which is the equivalent of 67 cars.

Britain's department for business and trade told *Declassified*: "We have a robust licensing regime in place for exports of controlled goods and have suspended all licences for items to the IDF that might be used in military operations in Gaza.

"This is based on our assessment that these could be used to commit or facilitate serious violations of International Humanitarian Law, subject to the specific measures taken for the global F-35 programme".

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Hellfire missiles

Permoid makes no mention of its relationship with the Israeli arms industry on its website.

However, the company says it has worked alongside Lockheed Martin and Engineered Plastic Designs "in support of the Hellfire and Longbow missile containers".

Hellfire and Longbow are US-manufactured air-to-ground missiles which can be deployed from Apache helicopters used by the Israeli Air Force.

Last year, Israeli troops reportedly dropped Hellfire missiles on a school in Nuseirat, Gaza, killing 22 civilians.

"We are pulling a hand here and a leg there from under the rubble. Civilians who did nothing wrong", said a witness.Earlier this year, the US government announced that it would donate a further US$660m in Hellfire missiles to Israel, amounting to some 3,000 projectiles.

TAGGED: Israel Palestine

ABOUT THE AUTHOR

John McEvoy is Chief Reporter for Declassified UK. John is an historian and filmmaker whose work focuses on British foreign policy and Latin America. His PhD was on Britain's Secret Wars in Colombia between 1948 and 2009, and he is currently working on a documentary about Britain's role in the rise of Augusto Pinochet.

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Arrests after defence firm's factory roof occupied



GOOGLE

Protesters got on to the roof of the Permoid Industries plant on Monday morning

Tom Burgess
BBC News, North East and Cumbria

16 June 2025

Four people have been arrested on suspicion of criminal damage to a defence firm's factory building.

Shortly before 05:00 BST, officers were called to reports that a small group of people had accessed the roof of a two-storey factory on Horndale Avenue in Newton Aycliffe, County Durham.

Three women and a man were "safely brought down from the roof without any injuries" at about 17:30 BST, Durham Police said.

The Palestine Action group has claimed responsibility for targeting the Permoid Industries Ltd building, which they say provides military equipment to Israel. Permoid Industries has been approached for a comment.

A police spokesman said: "This incident has led to significant disruption to the public and criminal damage to the building.

"While we will always uphold the right to lawful protest, we will take necessary action against anyone who deliberately chooses to act outside the law.

A cordon had been placed around the premises and a section of road through the industrial estate was closed while police negotiators engaged with those on the roof, officers added.

Palestine Action accused Permoid Industries of supplying munitions containers to the Israeli armed forces.

"Free Gaza" was sprayed inside the plant and footage shared online by the group showed a repurposed fire extinguisher spraying what appeared to be more paint into the factory through a hole in the roof.

A group of protesters initially broke into the factory during the early hours of Saturday morning, before a second break-in on Monday morning saw people occupy the roof.

Police previously said damage had been caused during the break-in on Saturday but nothing was thought to have been taken.

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Three women charged under Terrorism Act over defence factory crash



The van was driven into the perimeter fence surrounding Leonardo UK's Edinburgh facility on Tuesday

7 hours ago

Three women have been charged under the Terrorism Act after a van was driven into the fence of a defence factory in Edinburgh.

The women, aged 31, 34 and 42, **were arrested in connection with the incident at Leonardo UK's facility on Crewe Road North** on Tuesday.

Police Scotland said its counter terror unit was leading the investigation.

Separately, counter terror officers are investigating reports that people on a pro-Palestinian march in Edinburgh were wearing T-shirts and holding banners expressing support for a banned organisation.

Palestine Action was outlawed earlier this month under anti-terror legislation.

Thousands of people marched through Edinburgh on Saturday demanding an end to the bloodshed in Gaza, but no arrests were made on the day.

Police Scotland said extensive inquiries into the clothing and banners displayed on the march are ongoing.

They said local officers were being supported by colleagues from counter terrorism as part of the investigation.

Three arrested in terror probe over defence factory protest

5 days ago

Thousands take to streets in Edinburgh pro-Palestine protest

1 day ago

Officers investigating the defence factory incident earlier in the week are **appealing for information** to trace the movements of a blue Ford Transit van in the Gorgie Road area on Monday and Tuesday.

Officers were also keen to trace the movements of a white Honda CR-Z, which was recovered from a car park in Gorgie Road following the incident, on those dates.

They asked any drivers in the area with dashcam footage to come forward and share footage with officers.

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Womble Bond Dickinson office vandalised in pro-Palestine action (/news-content/womble-bond-dickinson-office-vandalised-pro-palestine-action)

By Jamie Hamilton (/readcontent/710489)
25 July 2025

Add new comment (/news-content/womble-bond-dickinson-office-vandalised-pro-palestine-action#comment-form)



Anyone know some experts in tidying up?

Womble Bond Dickinson (https://www.rollonfriday.com/firm/womble-bond-dickinson)'s flagship Newcastle office building has been vandalised by pro-Palestinian activists.

The firm moved into The Spark, situated on the 24-acre Helix business campus, in 2023. Its premises boast soundproof booths, sustainable kitchens and, erm, a weapons manufacturer as a fellow tenant.

Leonardo, an Italian aerospace, defence and security company, has become a focal point for pro-Palestinian activists who accuse it of supplying Israel.

Earlier this week three women were arrested and charged under the Terrorism Act after they rammed a van into the company's Edinburgh facility and got caught in the fence.

On Wednesday night, another group broke into The Spark to attack Leonardo's office.

A Northumbria Police spokesperson told RollOnFriday that around 3am on Thursday, they received a report that three offenders had forced entry into the building by smashing the windows.

A source said doors had also been "smashed in".

Once inside, the intruders sprayed red paint throughout the building, said the police. The activists then sprayed red paint at a security guard "before fleeing the area on foot".



The office address appears on a list of activist target sites.

A photo of the building shows the area cordoned off by police, while a message daubed in red paint demands, "Leonardo off campus".

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MORE INFORMATION

Womble Bond Dickinson isn't the first firm caught up in the direct action movement. In March, pro-Palestinian activists defaced (https://www.rollonfriday.com/news-content/pro-palestinian-group-wrecks-keystone-office) Keystone Law's offices with red paint in protest at its work for a client connected to Israel.

A WBD spokesperson downplayed the spectacle of nocturnal assailants running through the building spraying staff, telling ROF, "Womble Bond Dickinson is one of a number of tenants at the office premises in Newcastle which was subject to vandalism. We were not the target of this incident which took place in the shared entrance and did not affect our offices or business operations".

Tags
Palestine (/taxonomy/term/1679)
WBD (/taxonomy/term/1202)

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Survey
RollOnFriday's In-House Lawyer Survey 2025. Do you work in-house? If so, please spare 5 mins to take part in ROF's poll. We use the results to write stories and reports, and we don't take your name so your answers will be kept anonymous.

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PALESTINE ACTION

STATEMENT

DESPITE OUR COLLECTIVE EFFORTS TO STOP THE PROSCRIPTION OF PALESTINE ACTION, THE BAN WILL COME IN AT MIDNIGHT

In five years, we have managed to build a direct action movement which successfully disrupted and challenged the Israeli weapons industry. Through relentless actions and the willingness to sacrifice our liberty, we've forced shut three Israeli weapons factories, pressured over a dozen companies to cut ties with Elbit Systems and cost the Israeli weapons maker £billions in lost contracts. The most important victory is building an effective global movement in service of the Palestinian people.

It's clear, we were too effective and the government had to impose the most draconian attack on civil liberties to please the pro-Israel lobby. They may be able to proscribe **'Palestine Action'**, but they can not stop direct action happening across the country in different forms. We are more than just a name, or a network, we are an idea that can never be stopped. To be clear, **they can not proscribe the TACTIC of direct action for Palestine.**

We are extremely grateful for all of the support we have received over the past few years, and the outpouring of solidarity since the intention to proscribe us was announced. This proscription CAN NOT go unchallenged, and we are pleased to see many who are adamant on resisting the ban through a campaign of civil disobedience.

CONTINUED ▷

PALESTINE ACTION STATEMENT

CONTINUED ▷

Breaking unjust laws is a moral duty. Unaffiliated campaign groups, **Defend Our Juries** and **'we do not comply'** (wedonotcomply.org), will lead on defiance of the ban and resist the extreme counter-terror laws imposed on all of us. It is a given that there will be resistance.

However, we are also aware that anyone, knowingly or mistakenly, could be committing a terrorist offence just by liking or sharing our social media posts, if they are a British national or are in the 'United Kingdom'. This could lead to vulnerable communities being harassed and targeted by the state. Whilst we encourage and support a campaign of civil disobedience, all who take part must do so on an informed basis. That's why our social media will be taken down. For clarity, **Palestine Action** is ONLY proscribed in Britain.

Many will be rightfully angry at the imposed proscription of **Palestine Action**. However, with repression always comes more resistance. This is a moment that the British state will likely come to regret. It's a signal to all of us who are willing to resist, to make the ban unenforceable.

We must resist for our own rights and most importantly, for the Palestinian people facing a genocide. We are all **Palestine Action** isn't just a slogan, it's a state of resistance.

COLLECTIVELY, WE WILL RESIST AND ULTIMATELY, WE WILL WIN

Two protesters arrested for blocking defence firm



PA

The site has been targeted by a number of protests by the group

1 July 2025

Two protesters from Palestine Action, a group the government wants to reclassify as a terrorist organisation, have been arrested after blocking the entrance of a defence company.

Police said a 30-year-old woman and a 36-year-old man were being held in custody following protests at Elbit Systems in north Bristol on Tuesday.

The company had said two activists were "disrupting" its operations, covering the entrance to its site in red paint.

Palestine Action allege that Elbit Systems UK is involved in the manufacture and supply of weapons to the Israeli military - a claim that the company strongly denies. The BBC has contacted Elbit Systems for comment.

The facility has been the focus of a **number** of **previous protests**, including paint being thrown over the building and a ram raid.

Avon and Somerset Police said officers were called to the Bristol site at around 06:30 BST and arrested the man and woman.

They remain in custody on suspicion of criminal damage, unauthorised entry to a prohibited place and locking on to a person, object or land to cause serious disruption.

"We're committed to facilitating people's right to peaceful protest, but will not tolerate any criminal behaviour," the force said.

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The action comes as a draft order was laid before Parliament on Monday to amend the Terrorism Act 2000 to include Palestine Action as a proscribed organisation.

If approved, it would become a criminal offence punishable by up to 14 years in prison to be a member of the direct action group or to support it.

MPs and peers are expected to debate the legislation on Wednesday and Thursday and, if approved, the ban could come into force by Friday.

Protesters on Tuesday morning also occupied the rooftop of subcontractor Guardtech Group in Suffolk.

Palestine Action is seeking a legal challenge against the government's bid to proscribe it, with a hearing expected on Friday to decide whether the ban can be temporarily blocked, pending further proceedings to decide whether a legal challenge can be brought.

A Suffolk Police spokesperson also said officers and specialist negotiators were on the scene in Brandon "to bring this to a conclusion" and ensure the safety of those in the area.

Israel launched its military campaign in Gaza in response to Hamas's 7 October 2023 attack, in which about 1,200 people were killed and 251 others were taken hostage.

Since then, **56,500 people have been killed in Gaza**, according to the territory's Hamas-run health ministry.

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360

Palestine Action protestors lock themselves to UAV Engines factory entrance

Protests have been taking place at the Staffordshire site for years

BLACK COUNTRY ByJamie Brassington Senior reporter and Isabelle Bates

10:43, 27 Feb 2024Updated 11:46, 28 Feb 2024



PALESTINE ACTION PROTEST OUTSIDE THE UAV ENGINES SITE

Activists have locked themselves to the entrance gates of a factory in Staffordshire in a protest over the conflict in Palestine. The group want to shut down the factory which makes drone engines.

It is the latest in a long list of protests at the UAV Engines site in Shenstone, near Lichfield. Activists have been staging protests in the area for more than three years - but they have gained even more traction since violence broke out in Gaza last year.

The factory is owned by Israeli-based defence contractor Elbit Systems. It makes repurposed Norton motorbike engines used in surveillance drones around the world.

READ MORE: I visited once-leafy village where Gaza conflict has turned streets into a 'warzone'

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And Palestine Action, which leads the protests, claims UAV Engines exports its products to Israel for use by its military. A spokesperson for the group said: "For the last 140 days, Elbit's drones, munitions, arms and military technologies have been used to slaughter Palestinians in their thousands - but the company has a far longer history of facilitating atrocities.

"It is abhorrent that they are still allowed to operate in Britain. Today activists have taken the matter into their own hands to halt the corrupt, bloodthirsty industry fuelling death from Britain's towns."

One local woman in the area previously spoke to BirminghamLive about the impact the protests have had on the community. She said: "The worst was when they were living in

the trees, opposite the factory. My daughter goes to the local primary school and she sees them dressed in suits.
Article continues below
"When they are doing ridiculous things, it's not things I want my children to see. They say it's peaceful, but it's not, it's really loud. We shouldn't have to deal with that. They are just a real nuisance for us."

A spokesperson for UAV Engines Limited said: "The accusation that drone engines made by UAV Engines Limited are being used by the Israeli military is categorically false. This is misinformation propagated by a group attempting to illegally prevent our business from operating.“UAV Engines Limited proudly offers engineering excellence, with locally designed and produced engines built by experienced and long serving staff delivered to the UK armed forces and to customers around the world.“We condemn this campaign of violence and intimidation. Local residents have also made clear they have had enough of the anti-social behaviour this group brings to the area and we will continue to work with the appropriate authorities and police to prevent this illegal disruption."

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Elwira Kelly
Claimant
Second Statement
5 September 2025
Exhibit "EK2"

IN THE HIGH COURT OF JUSTICE **CLAIM NO.**

CHANCERY DIVISION

BETWEEN

(1) MOOG WOLVERHAMPTON LIMITED

(2) MOOG FERNAU LIMITED

(3) MOOG READING LIMITED

(4) MOOG CONTROLS LIMITED

Claimants

- and -

(1) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 1 BEING MOOG AIRCRAFT GROUP WOLVERHAMPTON, VALIANT WAY, PENDEFORD, WOLVERHAMPTON WV9 5GB, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(2) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED YELLOW ON PLAN 2 BEING MOOG CONTROLS LTD LUTON, UNITS C AND J AIRPORT EXECUTIVE PARK, PRESIDENT WAY, LUTON LU2 9NY, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(3) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED YELLOW ON PLAN 3 BEING MOOG READING LIMITED, 30 SUTTONS BUSINESS PARK, READING, BERKSHIRE RG6 1AW, OR WHO OBSTRUCT AND/OR INTERFERE

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Defendants

SECOND WITNESS STATEMENT OF ELWIRA KELLY

INTRODUCTION

1. I am Senior Vice President, General Counsel, and Corporate Secretary at Moog, Inc ("**Moog**"). I am authorised to make this witness statement on behalf of the Claimants. I have previously given a witness statement in these proceedings dated 4 September 2025 (**"Kelly 1"**). For the avoidance of doubt, capitalised terms in this statement adopt the definitions in Kelly 1.

THE LUTON SITE

2. At paragraph 53 of Kelly 1, I stated: "*Access to the building entrance on the Luton Site is gained through the car park, shown hatched blue to the south of the two units on Plan 2 (p. 3), which is also used by Moog but not demised to Moog*."

3. Since preparing Kelly 1, I have been informed by an employee at the Luton Site that Moog also uses:

   (a) a loading bay to the north of Unit J;

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(b) car parking spaces to the west of Unit J;

(c) a loading bay to the east of Unit C; and

(d) car parking spaces to the east of Unit C, these being in a larger car parking and circulation area which are also often used by the occupiers of the adjacent unit.

4. Moog therefore wishes to extend the geographical area of the injunction sought at the Luton Site to include those areas (the **"Additional Area"**).

5. With regards to Unit J, the Additional Area comprises the parking areas which are used in practice by Moog, being:

(a) some (but not all) of the car parking spaces specifically identified on the lease plan for Unit J as being spaces in which it has a right to park (pp.1-10);

(b) some additional parking spaces to the west of Unit J which are not identified on the lease plan for Unit J but which Moog has, in practice, had exclusive use of; and

(c) a loading area to the north of Unit J that Moog has, in practice, had exclusive use of.

6. With regards to Unit C, the Additional Area comprises:

(a) the car parking areas to the east of Unit C specifically identified on the lease plan for Unit C as being spaces in which it has a right to park (pp.11-20); and

(b) a loading area on that side of the Unit that Moog has, in practice, had exclusive use of.

7. For completeness, I also exhibit to this statement a plan showing the entirety of the geographical area (including the Additional Area), over which Moog seeks an injunction at the Luton Site, edged in yellow (p.21).

STATEMENT OF TRUTH

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed …… Signed by: Elwira Kelly 92C7F87347624E7... ……

Elwira Kelly

DATED this 5 day of September 2025.

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On behalf of Claimant
E Kelly: 2nd
Date: 5 September 2025
Exhibit "EK2"

Claim no: _____

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION

EXHIBIT EK2

Signed: Signed by: Elwira Kelly 92C7F87347624E7...

Name: Elwira Kelly
Position: Senior Vice President, General Counsel and Corporate Secretary
Date: 05 September 2025

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Certified a true copy XO

32136/60-71

DATED 16th February 1990

BRITEL FUND TRUSTEES LIMITED

- to -

FERNAU AVIONICS LIMITED

LEASE

of

UNIT J AIRPORT EXECUTIVE PARK

LUTON BEDFORDSHIRE

Term Commences	25 December 1989
For Years	25
Term Expiring	24 December 2014
Annual Rent (subject to review)	£34,125.00

MAXWELL BATLEY
27 CHANCERY LANE
LONDON WC2A 1PA

Ref: 93/32

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THIS LEASE is ma[illegible] day [illegible] 90

INLAND REVENUE
16 MAR 1990
FINANCE ACT 1931

BETWEEN:

(1) BRITEL FUND TRUSTEES LIMITED whose registered office is situate at Standon House 21 Mansell Street [illegible]1 8AA (hereinafter called "the Landlord")

(2) FERNAU AVIONICS LIMITED whose registered office is at Holywell Hill St Albans Hertfordshire AL1 1HS (hereinafter called "the Tenant")

DEFINITIONS:

1. IN this Deed unless the context otherwise requires:

A. the following expressions shall have the following meanings respectively:-

(1) "the Landlord" shall include the person for the time being entitled to the reversion immediately expectant upon the determination of the term hereby created

(2) "the Tenant" shall (but without prejudice to the application and operation of section 79 of the Law of Property Act 1925) include the person in

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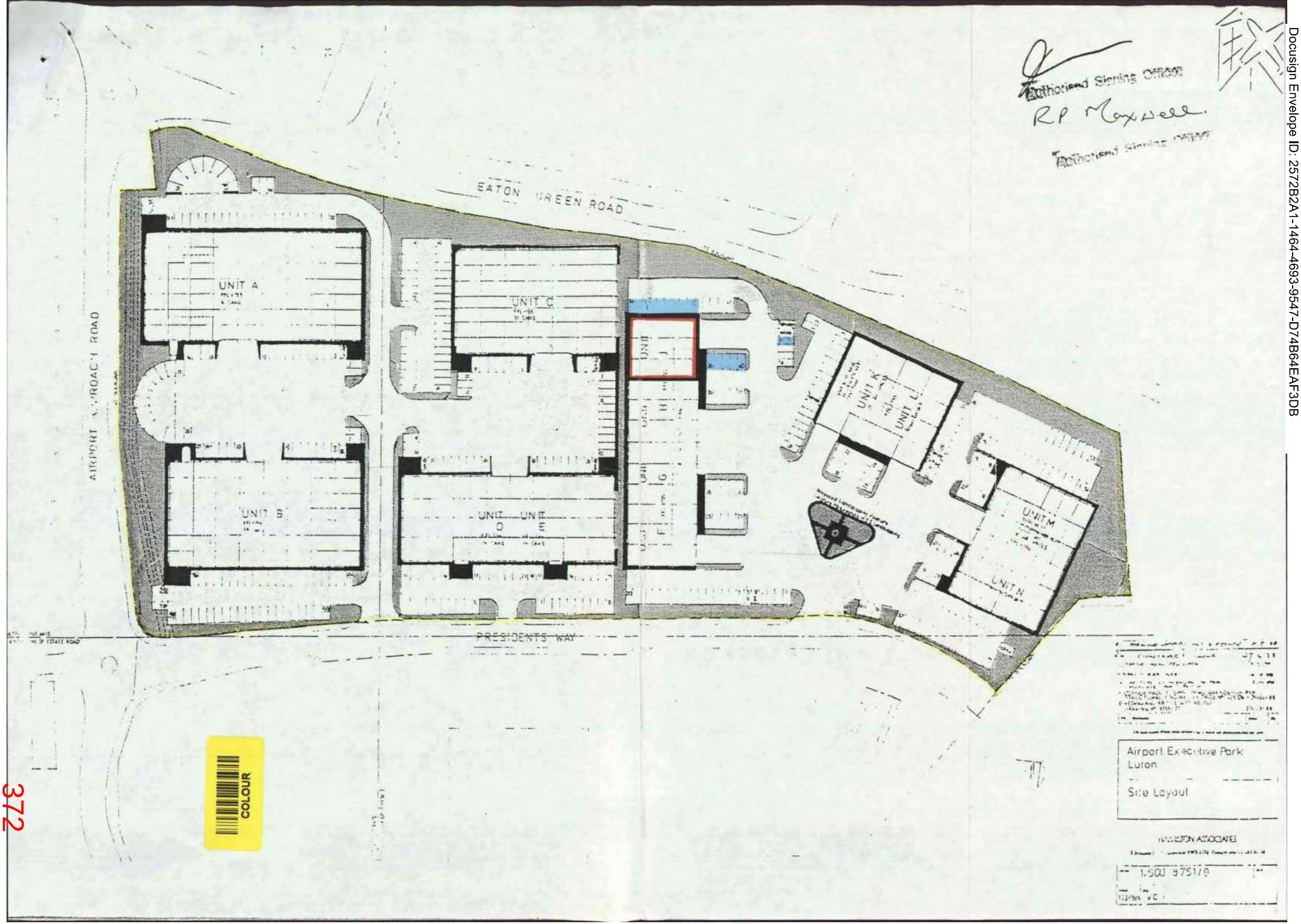
whom the term hereby created is from time to time vested whether by assignment devolution in law or otherwise

(3) "the Plan" shall mean the plan annexed hereto

(4) "the Unit" shall mean the property described in the First Schedule together with all permitted additions and alterations at any time and from time to time made to it and all fixtures and fittings of every kind which shall from time to time be in or upon the property (whether originally affixed or fastened to or upon the same or otherwise) except such tenant's fixtures and fittings and works as can be removed from the Unit without defacing it

(5) "the Park" shall mean the Airport Executive Park Luton shown for the purpose of identification only edged yellow on the Plan and such other land as may from time to time form part thereof by way of extension or addition

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Authorised Signing Officer

RP Maxwell

Authorised Signing Officer

372

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(6)	"Other Lettable Units"	shall mean other Units in the Park which are let or designed or intended to be let to tenants such Units at the date hereof being those lettered A B C D E F G H K L M and N on the Plan or in the event of all or any of such Units at any time ceasing to exist such other Unit or Units as are from time to time let or designed or intended to be let to tenants
(7)	"the insured risks"	shall mean such of the following risks as may from time to time be included in any policies of insurance effected under the provisions of this deed namely risks in respect of loss of a reasonable period (of not less than three years) of rent and professional fees loss or damage by fire lightning explosion aircraft (other than hostile aircraft) and other aerial devices or articles dropped therefrom earthquake riot civil commotion and malicious damage storm or tempest flood bursting or overflowing of water

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tanks apparatus or pipes impact by road vehicles and all such other reasonable risks and contingencies (including insurance of the installations equipment and machinery in the Park against breakdown explosion and/or other risks and insurance of legal liability to any person for loss damage personal injury or death) as the Landlord may deem desirable

(8) "determination of the term" shall mean the cessation of the term by effluxion of time or by forfeiture pursuant to the right of re-entry in this deed or by judgment of a court or by surrender of this lease offered by the Tenant during the term and accepted by the Landlord or by frustration or otherwise

(9) "the Basic Rate" shall mean four per cent per annum above National Westminster Bank plc Base Rate from time to time

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B. (1) Any reference to an enactment (whether generally or specifically) shall be construed as a reference to that enactment as amended extended re-enacted or applied by or under any other enactment and shall include all instruments orders plans regulations permissions and directions made or issued thereunder or deriving validity therefrom

(2) Whenever the expressions "the Tenant" or "the Surety" shall include more than one person whether or not original parties to this deed then the covenants in this deed expressed to be made by "the Tenant" or "the Surety" (as the case may be) shall be deemed to be made by such persons jointly and severally

(3) All rights powers and other matters excepted and reserved out of this demise or otherwise granted or permitted to the Landlord by the provisions of this deed shall be deemed to be so excepted and reserved in favour of or granted or permitted to the Landlord and any superior landlord and any tenants of the Park

(4) In any case where the consent or approval of the Landlord is required under the provisions of this deed the giving of such consent shall be conditional upon the consent of any superior

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landlord also being obtained so far as may be required by the provisions of any superior lease

DEMISE

2. THE Landlord DEMISES to the Tenant the Unit for a term of 25 years from and including the Twenty-fifth day of December 1989

RIGHTS INCLUDED AND EXCEPTED

3. (a) THE rights and privileges set out in the Second Schedule are included in the demise (so far as the Landlord has power to grant them) and are exercisable in common with the Landlord and all other persons entitled to similar rights

(b) The rights privileges and other matters set out in Part 1 of the Third Schedule are excepted and reserved from the demise

(c) This demise is subject to the rights privileges covenants and other matters set out in Part 2 of the Third Schedule

(d) Nothing in this deed shall confer on the Tenant any liberty privilege easement right or advantage whatsoever mentioned or referred to in section 62 of the Law of Property Act 1925 save those expressly set out in this deed

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such amount at four per cent per annum below the Basic Rate from time to time but in respect of both the said excess and the said interest on it duly apportioned on a daily basis in respect of the interval or (in relation to any part of such amount) in respect of such shorter period as such part shall have been due and payable

(8) The revised rent agreed or determined pursuant to the terms of this clause shall be endorsed by way of memorandum on this deed and the counterpart and signed by or on behalf of the Landlord and the Tenant

(9) In this clause time shall not be of the essence

IN WITNESS whereof this deed was duly executed on the date stated above

THE FIRST SCHEDULE

The Unit

ALL THAT the building known as Unit J on the Park and shown for identification purposes only edged red on the Plan including the eaves overhanging the Park but excluding the airspace above and below the eaves and the soil and pathways below the eaves

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THE SECOND SCHEDULE

Rights and privileges granted

1. The use (in common with all persons having the like right) of the footways shown on the Plan or otherwise within the Park for the purpose only of passing and re-passing on foot thereover to and from the Unit

2. The use with vehicles (in common with all persons having the like right) of the common estate roads within the Park for the purposes only of access to and egress from the Unit and the parking spaces referred to in paragraph 3 hereof

3. The right to use for the parking of private motorcars only the 15 parking spaces shown for identification purposes only coloured blue on the Plan

4. The right to place and maintain one palladin bin in the area of the Park from time to time alloted by the Landlord for that purpose

5. The free and uninterrupted passage and running of gas water soil electricity telephone and other services serving the Unit through the gas water and drainage pipes and electric wires and cables and other conduits and conducting media now laid in or under other parts of the Park

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Certified a true copy XO

9347/60-71

DATED 16th February 1990

BRITEL FUND TRUSTEES LIMITED

- to -

FERNAU AVIONICS LIMITED

LEASE

of

UNIT C AIRPORT EXECUTIVE PARK

LUTON BEDFORDSHIRE

Term Commences	25 December 1989
For Years	25
Term Expiring	24 December 2014
Annual Rent	£130,000
(subject to review)	

MAXWELL BATLEY
27 CHANCERY LANE
LONDON WC2A 1PA

Ref: 93/32

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£2600
Lease 1463

THIS LEASE is made the 16th day of February

BETWEEN:

INLAND REVENUE
16 MAR

(1) BRITEL FUND TRUSTEES LIMITED whose registered office is situate at Standon House 21 Mansell Street London E1 8AA (hereinafter called "the Landlord")

(2) FERNAU AVIONICS LIMITED whose registered office is at Holywell Hill St Albans Hertfordshire AL1 1 (hereinafter called "the Tenant")

DEFINITIONS:

1. IN this Deed unless the context otherwise requires:

A. the following expressions shall have the following meanings respectively:-

(1) "the Landlord" shall include the person for the time being entitled to the reversion immediately expectant upon the determination of the term hereby created

(2) "the Tenant" shall (but without prejudice to the application and operation of section 79 of the Law of Property Act 1925) include the person in

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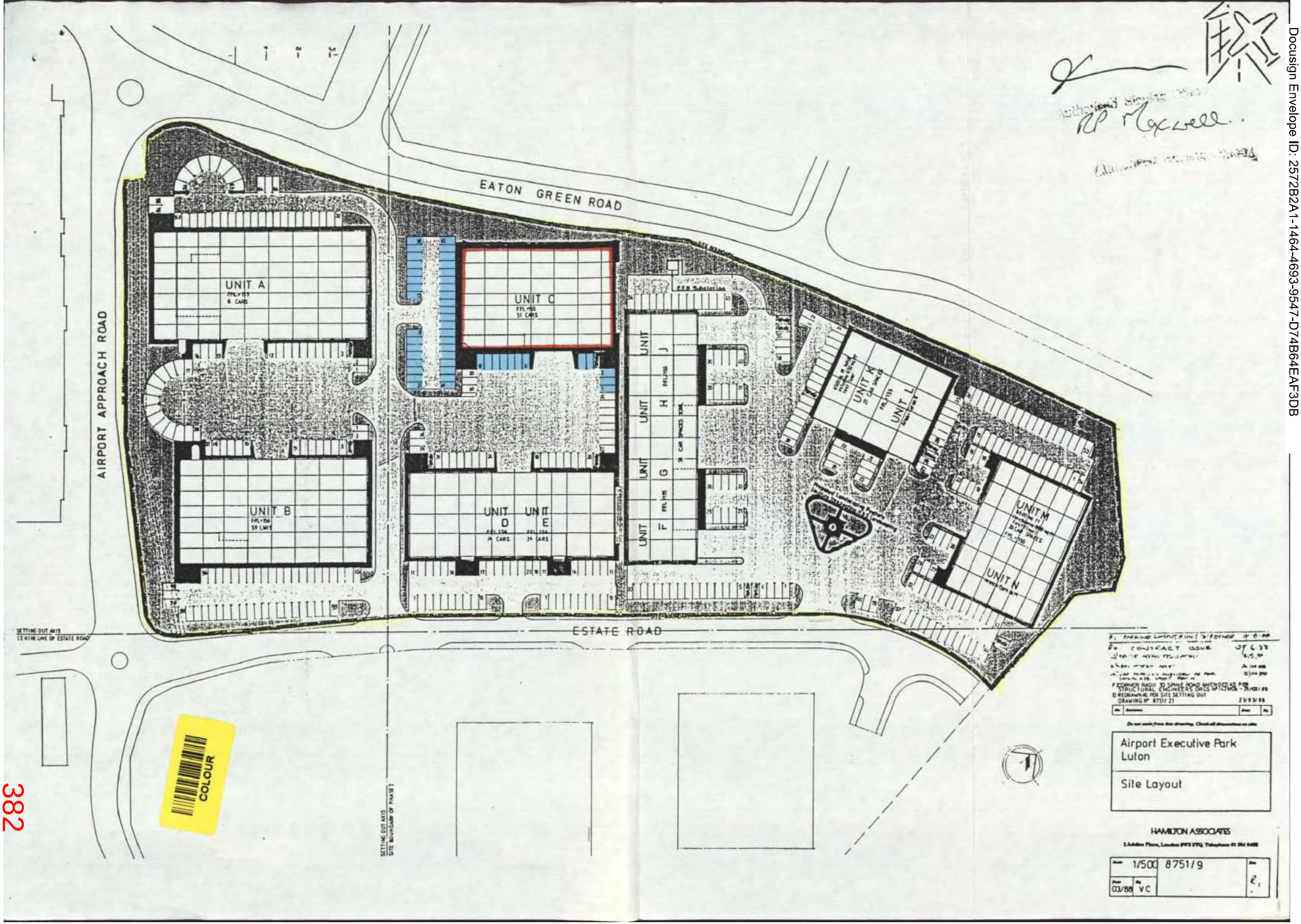
whom the term hereby created is from time to time vested whether by assignment devolution in law or otherwise

(3) "the Plan" shall mean the plan annexed hereto

(4) "the Unit" shall mean the property described in the First Schedule together with all permitted additions and alterations at any time and from time to time made to it and all fixtures and fittings of every kind which shall from time to time be in or upon the property (whether originally affixed or fastened to or upon the same or otherwise) except such tenant's fixtures and fittings and works as can be removed from the Unit without defacing it

(5) "the Park" shall mean the Airport Executive Park Luton shown for the purpose of identification only edged yellow on the Plan and such other land as may from time to time form part thereof by way of extension or addition

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(6)	"Other Lettable Units"	shall mean other Units in the Park which are let or designed or intended to be let to tenants such Units at the date hereof being those lettered A B D E F G H J K L M and N on the Plan or in the event of all or any of such Units at any time ceasing to exist such other Unit or Units as are from time to time let or designed or intended to be let to tenants
(7)	"the insured risks"	shall mean such of the following risks as may from time to time be included in any policies of insurance effected under the provisions of this deed namely risks in respect of loss of a reasonable period (of not less than three years) of rent and professional fees loss or damage by fire lightning explosion aircraft (other than hostile aircraft) and other aerial devices or articles dropped therefrom earthquake riot civil commotion and malicious damage storm or tempest flood bursting or overflowing of water

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tanks apparatus or pipes impact by road vehicles and all such other reasonable risks and contingencies (including insurance of the installations equipment and machinery in the Park against breakdown explosion and/or other risks and insurance of legal liability to any person for loss damage personal injury or death) as the Landlord may deem desirable

(8) "determination of the term" shall mean the cessation of the term by effluxion of time or by forfeiture pursuant to the right of re-entry in this deed or by judgment of a court or by surrender of this lease offered by the Tenant during the term and accepted by the Landlord or by frustration or otherwise

(9) "the Basic Rate" shall mean four per cent per annum above National Westminster Bank plc Base Rate from time to time

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B. (1) Any reference to an enactment (whether generally or specifically) shall be construed as a reference to that enactment as amended extended re-enacted or applied by or under any other enactment and shall include all instruments orders plans regulations permissions and directions made or issued thereunder or deriving validity therefrom

(2) Whenever the expressions "the Tenant" or "the Surety" shall include more than one person whether or not original parties to this deed then the covenants in this deed expressed to be made by "the Tenant" or "the Surety" (as the case may be) shall be deemed to be made by such persons jointly and severally

(3) All rights powers and other matters excepted and reserved out of this demise or otherwise granted or permitted to the Landlord by the provisions of this deed shall be deemed to be so excepted and reserved in favour of or granted or permitted to the Landlord and any superior landlord and any tenants of the Park

(4) In any case where the consent or approval of the Landlord is required under the provisions of this deed the giving of such consent shall be conditional upon the consent of any superior

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landlord also being obtained so far as may be required by the provisions of any superior lease

DEMISE

2. THE Landlord DEMISES to the Tenant the Unit for a term of 25 years from and including the Twenty-fifth day of December 1989

RIGHTS INCLUDED AND EXCEPTED

3. (a) THE rights and privileges set out in the Second Schedule are included in the demise (so far as the Landlord has power to grant them) and are exercisable in common with the Landlord and all other persons entitled to similar rights

(b) The rights privileges and other matters set out in Part 1 of the Third Schedule are excepted and reserved from the demise

(c) This demise is subject to the rights privileges covenants and other matters set out in Part 2 of the Third Schedule

(d) Nothing in this deed shall confer on the Tenant any liberty privilege easement right or advantage whatsoever mentioned or referred to in section 62 of the Law of Property Act 1925 save those expressly set out in this deed

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and there also being disregarded (so far as may be permitted by law) all restrictions whatsoever relating to rent or its recoverability and all provisions relating to any method of determination of rent contained in any enactment and there further being disregarded any rent free period or other concession or allowance or discount as to rent granted or allowed to the Tenant at the commencement of the term granted by this deed or which such willing landlord and willing tenant might reasonably be expected to agree and such lease shall in all other respects contain the same terms and conditions mutatis mutandis (other than as to the amount of rent first hereinbefore reserved) as this present deed without the payment of any fine or premium

(4) The Market Rent shall be determined by agreement between the Landlord and the Tenant but if by two months before any review date they shall not have agreed the same the Market Rent may be determined by an independent chartered surveyor of recognised standing being a member of a leading firm of surveyors having been in practice continuously for at least ten years in England and having substantial recent experience in valuing premises of a kind and character similar to those of the Unit to be agreed upon in writing by the Landlord

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and the Tenant or in default of such agreement to be nominated by the President or other officer duly authorised for that purpose of the Royal Institution of Chartered Surveyors on the application of either the Landlord or the Tenant such surveyor to act at as an arbitrator in accordance with the Arbitration Acts 1950 to 1979 and the costs of such determination shall be in the award of such surveyor

(5) The Tenant shall supply to the Landlord such information as it may reasonably require and shall allow the Landlord and its valuers and such surveyor access to the Unit for the purposes of assessing the Market Rent or otherwise giving effect to this clause

(6) If the said surveyor shall fail to determine the Market Rent in the manner hereinbefore provided or if he shall relinquish his appointment or die or if it shall become apparent that for any reason he will be unable to complete his duties hereunder either the Landlord or the Tenant may apply to the said President or other officer for a substitute to be appointed in his place which procedure may be repeated as many times as necessary

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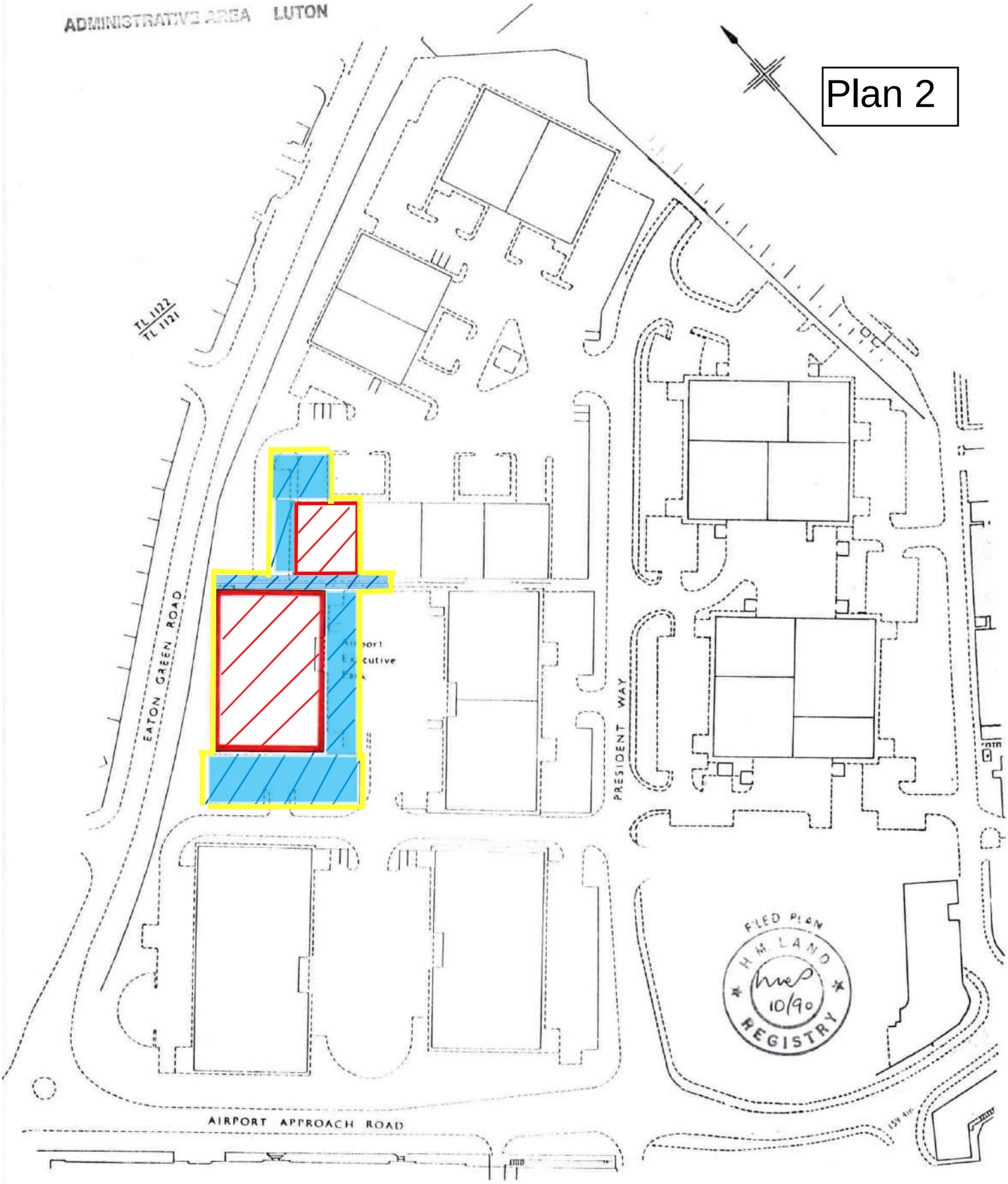
H.M. LAND REGISTRY

TITLE NUMBER	
BD154447	

ORDNANCE SURVEY PLAN REFERENCE	TL 1121	SECTION C	Scale 1/1250
~~COUNTY BEDFORDSHIRE~~	~~DISTRICT LUTON~~		© Crown copyright

ADMINISTRATIVE AREA LUTON

Plan 2



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Elwira Kelly
Claimant
Third Statement
1 October 2025
Exhibit "EK3”

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IN THE HIGH COURT OF JUSTICE **CLAIM NO. PT-2025-000910**

CHANCERY DIVISION

BETWEEN

(1) MOOG WOLVERHAMPTON LIMITED

(2) MOOG FERNAU LIMITED

(3) MOOG READING LIMITED

(4) MOOG CONTROLS LIMITED

Claimants

- and -

(1) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 1 BEING MOOG AIRCRAFT GROUP WOLVERHAMPTON, VALIANT WAY, PENDEFORD, WOLVERHAMPTON WV9 5GB, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(2) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED YELLOW ON PLAN 2 BEING MOOG CONTROLS LTD LUTON, UNITS C AND J AIRPORT EXECUTIVE PARK, PRESIDENT WAY, LUTON LU2 9NY, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(3) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED YELLOW ON PLAN 3 BEING MOOG READING LIMITED, 30 SUTTONS BUSINESS PARK, READING, BERKSHIRE RG6 1AW, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

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(4) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 4 BEING MOOG AIRCRAFT GROUP TEWKSBURY, ASHCHURCH, TEWKESBURY, GLOUCESTERSHIRE GL20 8NA, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(5) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 5 BEING MOOG INDUSTRIAL GROUP, ASHCHURCH PARKWAY, TEWKESBURY, GLOUCESTERSHIRE GL20 8TU, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

Defendants

THIRD WITNESS STATEMENT OF ELWIRA KELLY

INTRODUCTION

1. I am Senior Vice President, General Counsel, and Corporate Secretary at Moog, Inc ("**Moog**"). I am authorised to make this witness statement on behalf of the Claimants. I have previously given two witness statements in these proceedings, the first dated 4 September 2025 (**"Kelly 1"**) and the second dated 5 September 2025 (**"Kelly 2"**). For the avoidance of doubt, capitalised terms in this statement continue to adopt the definitions in Kelly 1.

2. I make this witness statement following the hearing before the Honourable Mr Justice Meade on 5 September 2025, at which, following Moog's application of 4 September 2025 (the **"Application"**), Moog was awarded an interim injunction (the **"Interim Injunction"**) over the Sites on the terms set out in the order of Mr Justice Meade dated 5 September 2025 (pp. 2-27) (the **"Order"**). The Order provided that the Application would be listed for a return date on 6 October 2025 (the **"Return Date Hearing"**), having been made *ex parte* without notice to the Defendants.

3. In advance of the Return Date Hearing, I wish to update the court on relevant matters that have occurred since the Order was made. As before, I avoid in this statement mentioning my colleagues at Moog and others by name in the interests of protecting their personal

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safety, given the nature of the Defendants and previous reprisals against other individuals as outlined in Kelly 1.

NOTIFICATION

4. Pursuant to paragraphs 10 and 11 of the Order:

(a) The Application documents and the Order were uploaded to www.moog.co.uk/injunction on 5 September 2025 (the **"Website"**). I exhibit at (p.28) a screenshot of the documents listed on the Website.

(b) On or shortly after 5 September 2025, the Order and the warning notices set out in the Order (together, the **"Notices"**) were displayed at prominent locations at the Sites, as set out in the table below. I have seen photographs of the relevant Notices, and I also exhibit maps showing the location of each of the Notices at the Sites (pp. 29-33). As some of the Notices are attached to parts of the Sites that are potentially vulnerable to direct action from protestors, I have not exhibited the photographs to this statement due to the security risk.

Site	Location	Date and/or Time the Notices were displayed
Wolverhampton Site (p. 29).	Either side of all access gates to and from the Wolverhampton Site, including along Innovation Drive and Valiant Way. On employee access gates to the main building. On access gates leading to roof and car park.	5 September 2025 22:22
	Additional Notice displayed to the fence line at rear of building.	26 September 2025
Luton Site (p. 30).	South-west side of Unit C, adjacent to car parking area. Along the south-east side of Unit C, close to the loading bay. Two Notices appended next to the walkway between Unit C and Unit J.	5 September 2025 22:32

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	On the North-East side of Unit J.	
Tewkesbury (Aircraft) Site (p. 31).	Along the east of the building: Reception Canteen Near the sheds and turning circle area, at the extension door and both sides of the dispatch area Along the south of the building adjacent to the staff parking area: South Canteen South Canteen Corridor Gym Entrance Along the west side of the building: West office exit Roof stairs Either side of Pump Room West Compressed air room Extension West Room Along the north side of the building: At both Extension Fire Doors	5 September 2025 22:46
Tewkesbury (Industrial) Site (p. 32).	At the dispatch door and goods door in yard to the north of the site. At the side door along the west side of the site adjacent to Northway Lane.	5 September 2025 22:46

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	At the south side of the site by the car parking area and entrance, at the front doors. Along the east side of the side adjacent to the access road, at the side fire door and canteen window.	
Reading Site (p. 33).	At all access doors around the site, including the locker room and stores entrances.	6 September 2025 09:09

(c) Since there is no perimeter fencing in place at the Luton Site and the Reading Site, the Notices have been appended to the buildings on those sites. As a result, any potential protestors would technically need to be trespassing onto those sites in order to read some of the Notices clearly. At the Reading Site, the Notices are approximately 10-25 metres away from the site boundary. At the Luton Site, the Notices are approximately 6 metres away from the site boundary, save for the Notices displayed on Unit J and the south-west side of Unit C, at which point they are approximately 18-20 metres from the site boundary.

(d) At the Luton Site, my colleagues have arranged for PIR motion sensor lights to be installed around the site so that the perimeter lights up should any potential protestors approach in the dark.

(e) In order to ensure that we have done as much as possible to bring the Notices to the attention of any potential protestors, Moog is also arranging for:

(i) The Notices to be displayed on boards at three locations around the perimeter of the Reading Site (circled black on the plan at p. 33); and

(ii) The Notices to be displayed on the brick wall located between the two entrances to the Luton Site and car parks used by the Luton Site (shown circled blue on the map at p. 30).

(f) As the Sites did not have immediate access to A2 printers (the Order having been granted late in the afternoon of 5 September 2025), the warning notices were initially affixed in A3 size and replaced with A2 size on 8 September 2025 (all in accordance with paragraph 11(iii) of the Order).

5. On 11 September 2025, my colleagues arranged for the Notices at the Wolverhampton Site to be illuminated with electric lighting so they could more easily be seen at night.

6. Moog also made a further application on 15 September 2025 for the Return Date Hearing (pp. 34-40). In accordance with paragraph 12 of the Order, this further application was

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uploaded to the Website on 16 September 2025, and placed at the same prominent locations at the Sites as the Notices (set out in the above table) on 16 September 2025.

7. I understand from my colleagues at Moog responsible for dealing with such matters that, as at 30 September 2025, there have been 127 hits on the Website. It is not possible for Moog to trace the location of the relevant servers.

8. Notwithstanding the steps we have taken to notify Defendants of the Application documents, the Order and the Return Date Hearing, as at the time of making this statement, Moog has not received any evidence in response to the Application pursuant to paragraph 8 of the Order, either to the email or postal address set out in paragraph 20 of the Order.

CRIMINAL PROCEEDINGS

9. As I explained in Kelly 1, the Perpetrators of the Incident were remanded in custody after being charged with conspiracy to commit criminal damage and criminal damage (the **"Offences"**).

10. The Police have informed me that, having reviewed the evidence against the Perpetrators, the Crown Prosecution Service (CPS) intends to link the Offences to terrorism, to which the court must have regard as an 'aggravating factor' under s.69(2) Sentencing Act 2020. As a result of the severity of the Offences, the Police have also informed me that the criminal proceedings have been transferred to the Old Bailey in London. The bail hearing for the Perpetrators is scheduled to take place on 3 October 2025. I am reassured that the criminal proceedings are progressing and the Police and CPS are treating the proceedings extremely seriously. However, I am concerned that the transfer of the case to the Old Bailey may attract further publicity, in addition to the recent press attention that Moog has received (which I explain further below), and so the Sites remain at risk of further unlawful protest activity.

11. Following discussions with Moog's solicitors, who were made aware by the Police, I also wish to inform the court that I am aware of the names and ages of the Perpetrators. However, since that information is not yet in the public domain, I have not named the Perpetrators in this statement.

FURTHER ACTIVITY

12. In the interests of full and frank disclosure, I confirm that Moog has not encountered further protest activity like the Incident since the Interim Injunction was granted.

13. However, Moog has experienced some vandalism by potential Pro-Palestinian protestors. There has also been some activity that, following discussions between my colleagues at the relevant sites and the Police, I have reason to believe indicates that direct action on or

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close to the Sites continues to be a real threat. Moog continues to engage with the Police about these. The further activity is as follows:

(a) On 9 September 2025, security staff at the Wolverhampton Site observed two individuals walking around the perimeter of the site past the main entrance towards the building occupied by Jaguar Land Rover (close to the main building on the Wolverhampton Site) at approximately 3am. The individuals concerned were a male and a female pushing a pram. They walked along Innovation Drive, past the perimeter of the Wolverhampton Site, for approximately five minutes. Security staff at the Wolverhampton Site observed that the pram was empty. This is concerning because the Police previously informed my colleagues that PA, and other affiliated groups, have advised their members to use 'props' such as prams, pushchairs, or animals when patrolling sites that they intend to target as a means of avoiding detection. This is consistent with PA's "Underground Manual", exhibited to Kelly 1, which states "*if you're going out in the sticks walking around an industrial estate with a selfie stick - you'll probably stand out a bit. On going for sites in more rural areas, try asking to borrow someone's dog to take them on a walk (or walk your own dog if you've got one)*". The Police attended the Wolverhampton Site at approximately 4am to investigate.

(b) On 15 September 2025, my colleagues at the Tewkesbury (Aircraft) Site identified the words "*Moog kill Palestinians*" written on the entrance walkway opposite the Tewkesbury (Aircraft) Site (p. 41).

(c) On multiple occasions, including on 1, 7, 12, 13, 20 and 25 September 2025, security staff at the Wolverhampton Site have seen drones fly over the site. The drones hovered over the Wolverhampton Site for several minutes each time.

(d) On 25 September 2025, at approximately 3am, staff at the Wolverhampton Site observed a car approach and park directly in front of the entrance to the site. The Police were onsite at the time and confirmed they would look into the matter further.

(e) Between 26 – 28 September 2025, staff at the Wolverhampton Site noticed broken fencing adjacent to the rear of the Wolverhampton Site (pp. 42-43). An additional guard dog was deployed to protect this area.

PRESS ATTENTION

14. On 9 September 2025, I was informed by my colleagues at the Wolverhampton Site that Mr John McEvoy, a journalist at Declassified referenced in Kelly 1, had made an email request to reception at 11:28am. As before, Moog did not answer Mr McEvoy's request for comment.

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15. On 22 September 2025, I was alerted by a colleague to an article published on Declassified with the headline: "*UK Aerospace Firm Supplying Israel's Defence Ministry"* (the **"Second Article"**) (pp. 44-49). Similar to the Declassified article of 10 July 2025 that I describe in Kelly 1 (the **"First Article"**), the Second Article alleged that Moog was responsible for supplying equipment from the Wolverhampton Site used to train Israeli pilots to fly advanced fighter jets. It also alleged that Moog was "directly" supplying Israel's Ministry of Defence, and assessed the value of the relevant shipments to be £200,000. I do not know where this assessment of value came from.

16. Since the Incident occurred approximately six weeks after publication of the First Article, I remain concerned that Moog Wolverhampton, and the other Sites, will be the target of further direct action as a result of the Second Article as well as the progress of the criminal proceedings I describe above. This is particularly the case because the Second Article referred directly to the Incident: it contained a description of the Incident, including detail of the Perpetrators' incursion onto the roof of the main building at Moog Wolverhampton. I am worried that the reference to the Incident, together with inflammatory descriptions such as the Perpetrators' clothing containing "*faces of Palestinians killed by Israel,"* will inspire other individuals to commit similar violent acts. Indeed, one incident of drones flying over the Wolverhampton Site on 25 September 2025, coupled with the incidents of 25 September 2025 and 26-28 September 2025 that I describe above, all post-dated the Second Article.

17. Since the Interim Injunction was granted, I have also been made aware that Moog is, and has been since at least 5 September 2025, named on a website that targets companies alleged to be contributing to supplying the Israeli military: Target Map | Dismantling Complicity in Israeli Apartheid. The website links directly to the First Article (p. 50), and also contains a link to PA's "Underground Manual" of PA (containing guidance for those wishing to take part in violent protest activities), mentioned above and referred to in paragraph 82 of Kelly 1 (p. 51).

STATEMENT OF TRUTH

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed Signed by: Elwira Kelly 02C7F97347624E7... .....

Elwira Kelly

DATED this 1 day of October 2025.

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On behalf of Claimant

E Kelly: 3rd

01 October 2025

Exhibit "EK3"

HIGH COURT OF JUSTICE
CHANCERY DIVISION

CLAIM NO: PT-2025-000910

EXHIBIT EK3

This is the exhibit DW3 referred to in the Witness Statement of Elwira Kelly.

Signed by:
Elwira Kelly
92C7F87347624E7...

Signed ……..……..

Name: Elwira Kelly

Position: Senior Vice President, General Counsel and Corporate Secretary

Dated: 01 October 2025

Docusign Envelope ID: A240AF6C-0EDA-4E2C-AC42-640D889C353D

HIGH COURT OF JUSTICE
08 Sep 2025
BUSINESS & PROPERTY COURTS OF ENGLAND & WALES
PT-2025-000910

IN THE HIGH COURT OF JUSTICE **Claim No: PT-2025-000910**

CHANCERY DIVISION

Before: Mr Justice Meade

Date: 5 September 2025

"This order, though it does not bear the court seal, shall take effect as if it had been sealed. A sealed copy will be provided to the serving party on Monday, 8th September."

BETWEEN:

(1) MOOG WOLVERHAMPTON LIMITED
(Company number 07008386)

(2) MOOG FERNAU LIMITED
(Company number 989895)

(3) MOOG READING LIMITED
(Company number 00586505)

(4) MOOG CONTROLS LIMITED
(Company number 01171948)

Claimants

and

(1) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 1 BEING MOOG AIRCRAFT GROUP WOLVERHAMPTON, VALIANT WAY, PENDEFORD, WOLVERHAMPTON WV9 5GB, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(2) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES

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SHOWN EDGED YELLOW ON PLAN 2 BEING MOOG CONTROLS LTD LUTON, UNITS C AND J AIRPORT EXECUTIVE PARK, PRESIDENT WAY, LUTON LU2 9NY, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(3) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED YELLOW ON PLAN 3 BEING MOOG READING LIMITED, 30 SUTTONS BUSINESS PARK, READING, BERKSHIRE RG6 1AW, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(4) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 4 BEING MOOG AIRCRAFT GROUP TEWKSBURY, ASHCHURCH, TEWKESBURY, GLOUCESTERSHIRE GL20 8NA, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(5) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 5 BEING MOOG INDUSTRIAL GROUP, ASHCHURCH PARKWAY, TEWKESBURY, GLOUCESTERSHIRE GL20 8TU, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

Defendants

ORDER

PENAL NOTICE

IF YOU THE WITHIN DEFENDANTS OR PERSONS UNKNOWN OR ANY OF YOU DISOBEY THIS ORDER OR INSTRUCT OR ENCOURAGE OTHERS TO

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BREACH THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED.

ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS THE DEFENDANTS OR PERSONS UNKNOWN TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED.

IMPORTANT NOTICE TO THE DEFENDANTS AND PERSONS UNKNOWN

This Order prohibits you from doing the acts set out in this Order. You should read it carefully. You are advised to consult a solicitor as soon as possible. You have the right to ask the Court to vary or discharge this Order.

BEFORE the Honourable Mr Justice Meade on 5 September 2025

UPON the Claimants having issued this Claim by a Claim Form dated 4 September 2025

AND UPON hearing the Claimants' application for an ex parte interim injunction by Application Notice dated 4 September 2025

AND UPON READING the Witness Statement of Elwira Kelly dated 4 September 2025

AND UPON HEARING Timothy Morshead KC for the Claimants

AND UPON the Claimants giving and the Court accepting the undertakings set out in Schedule 1 to this Order

IT IS ORDERED THAT:

INJUNCTION

Until the return date or further order of the court:

1. The First Defendants must not:

   (i) without the consent of the First Claimant, enter, occupy or remain on any part of the land and premises shown edged red on the first plan annexed to this Order at Schedule 2 ("Plan 1") being Moog Aircraft Group Wolverhampton, Valiant Way, Pendeford, Wolverhampton, WV9 5GB,

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which for the avoidance of doubt includes the perimeter gates and fencing, including by climbing, breaking windows or external equipment, spray-painting, pouring, depositing, throwing or affixing anything, or 'locking on' to any part thereof by whatever means;

;

(ii) interfere or attempt to interfere with any of the services serving the land and premises shown edged red on Plan 1, including but not limited to water and/or sewerage pipes.

2. The Second Defendants must not:

(i) without the consent of the Second Claimant, enter, occupy or remain on any part of the land and premises shown edged yellow on the second plan annexed to this Order at Schedule 2 ("Plan 2") being Moog Controls Ltd, Units C and J Airport Executive Park, President Way, Luton, LU2 9NY, including by climbing, breaking windows or external equipment, spray-painting, pouring, depositing, throwing or affixing anything, or 'locking on' to any part thereof by whatever means;

(ii) interfere or attempt to interfere with any of the services serving the land and premises shown edged yellow on Plan 2, including but not limited to water and/or sewerage pipes.

3. The Third Defendants must not:

(i) without the consent of the Third Claimant, enter, occupy or remain on any part of the land and premises shown edged yellow on the third plan annexed to this Order at Schedule 2 ("Plan 3") being Moog Reading Limited, 30 Suttons Business Park, Reading, Berkshire, RG6 1AW, including by climbing,

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breaking windows or external equipment, spray-painting, pouring, depositing, throwing or affixing anything, or 'locking on' to any part thereof by whatever means);

(ii) interfere or attempt to interfere with any of the services serving the land and premises shown edged yellow on Plan 3, including but not limited to water and/or sewerage pipes.

4. The Fourth Defendants must not:

(i) without the consent of the Fourth Claimant, enter, occupy or remain on any part of the land and premises shown edged red on the fourth plan annexed to this Order at Schedule 2 ("Plan 4") being Moog Aircraft Group Tewkesbury, Ashchurch, Tewkesbury, Gloucestershire, GL20 8NA, which for the avoidance of doubt includes the perimeter gates and fencing, including by climbing, breaking windows or external equipment, spray-painting, pouring, depositing, throwing or affixing anything, or 'locking on' to any part thereof by whatever means;

(ii) interfere or attempt to interfere with any of the services serving the land and premises shown edged red on Plan 4, including but not limited to water and/or sewerage pipes.

5. The Fifth Defendants must not:

(i) without the consent of the Fourth Claimant, enter, occupy or remain on any part of the land and premises shown edged red on the fifth plan annexed to this Order at Schedule 2 ("Plan 5") being Moog Industrial Group, Ashchurch Parkway, Tewkesbury, Gloucestershire, GL20 8TU, including by climbing, breaking windows or external equipment, spray-painting, pouring, depositing, throwing or affixing anything, or 'locking on' to any part thereof by whatever means;

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(ii) interfere or attempt to interfere with any of the services serving the land and premises shown edged red on Plan 5, including but not limited to water and/or sewerage pipes

6. In respect of paragraphs 1 to 5, the Defendants must not (a) do it himself/herself/themselves in any other way or (b) do it by means of another person acting on his/her/their behalf, or acting on his/her/their instructions.

THE RETURN DATE

7. The application for an interim injunction having been made without notice to the Defendants, the application be listed for a return date of 6 October 2025 when the Court will also consider the outstanding parts of the application for injunctive relief.

8. The Defendants may file and serve any evidence in response by 29 September 2025. Skeleton Arguments shall be filed at Court, with a bundle of authorities, not less than 2 days before the hearing.

SERVICE AND NOTIFICATION

9. Service of the Claim Form, the Application for interim injunction and this Order is dispensed with, pursuant to CPR 6.16, 6.28 and 81.4(2)(c).

10. The Claim Form, Amended Particulars of Claim, Application Notice, evidence in support and a Note of the Hearing on 5 September 2025 will be notified to the Defendants by the Claimants carrying out each of the following steps:

(i) Uploading a copy on to the following website: www.moog.co.uk/injunction

(ii) Affixing notices at prominent locations at each of the sites shown edged red on Plans 1, 4, and 5 and edged yellow on Plans 2 and 3 setting out where these

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documents can be found and obtained in hard copy or including this information in the warning notices referred to at paragraph 11(iii) below.

11. This Order shall be notified to the Defendants by the Claimants carrying out each of the following steps:

(i) Uploading a copy of the Order on to the following website: www.moog.co.uk/injunction.

(ii) Affixing a copy of the Order in A4 size in a clear plastic envelope at prominent locations at each of the Sites shown edged red on Plans 1, 4 and 5 and edged yellow on Plans 2 and 3.

(iii) Affixing warning notices of A3 or A2 size at those locations at each of the Sites shown edged red on Plans 1, 4 and 5, and edged yellow on Plans 2 and 3, substantially in the form of the notice at Schedule 3. Any such notices which may initially be affixed in A3 size (which will, for the avoidance of doubt, be effective notification for the purposes of paragraph 14 below) shall be replaced with notices in A2 size as soon as reasonably practicable.

(iv) The warning notices shall include that on the return date the Claimants will be seeking a further order preventing the obstruction of or interference with access to the Sites shown edged red on Plans 1, 4 and 4 and edged yellow on Plans 2 and 3.

12. Notification to the Defendants of any further applications shall be effected by the Claimants carrying out each of the following steps:

(i) Uploading a copy of the application on to the following website: www.moog.co.uk/injunction

(ii) Affixing a notice at a prominent location at the relevant Site/s shown edged red on Plans 1, 4 and 5 and edged yellow on Plans 2 and 3 stating that the application has been made and where it can be accessed in hard copy and online.

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13. Notification of any further documents to the Defendants may be effected by carrying out the steps set out in paragraphs 12(i) and 12(ii) only.

14. In respect of paragraphs 10 to 13 above, effective notification will be deemed to have taken place on the date for each of the Defendants on which all the relevant steps have been carried out.

15. For the avoidance of doubt, in respect of the steps referred to at paragraphs 10(ii), 11(ii), 11(iii), and 12(ii), effective notification will be deemed to have taken place when the documents have all been first affixed regardless of whether they are subsequently removed.

VARIATION

16. Anyone served with or notified of this Order may apply to the Court at any time to vary or discharge this Order or so much of it as affects that person but they must first give the Claimants 72 hours' notice of such application. If any evidence is to be relied upon in support of the application the substance of it must be communicated in writing to the Claimants at least 48 hours in advance of any hearing.

17. Any person applying to vary or discharge this Order must provide their full name, address and address for service.

18. The Claimants have liberty to apply to vary this Order.

COSTS

19. Costs reserved.

COMMUNICATIONS WITH THE CLAIMANTS

20. The Claimants' contact details are:

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(1) Moog Aircraft Group Wolverhampton, Valiant Way, Wolverhampton, West Midlands WV9 5GB.

(2) mooglegal@moog.com.

Dated: 5 September 2025

Docusign Envelope ID: A240AF6C-0EDA-4E2C-AC42-640D889C353D

SCHEDULE 1 – UNDERTAKINGS

1. The Claimants will take steps to notify Defendants of the Claim Form, Application Notice, evidence in support, the Order and a Note of the Hearing on 5 September 2025 as soon as practicable and no later than 5pm on 8 September 2025.

2. The Claimants will comply with any order for compensation which the Court might make in the event that the Court later finds that the injunction in paragraphs 1 to 6 of this Order has caused loss to a future Defendant and the Court finds that the future Defendant ought to be compensated for that loss.

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SCHEDULE 2 – PLANS

Docusign Envelope ID: A240AF6C-0EDA-4E2C-AC42-640D889C353D

Plan 1



Case Reference: 1H5451.000327 updated plan

M O O G
Valiant Way
Wolverhampton
WV9 5GB

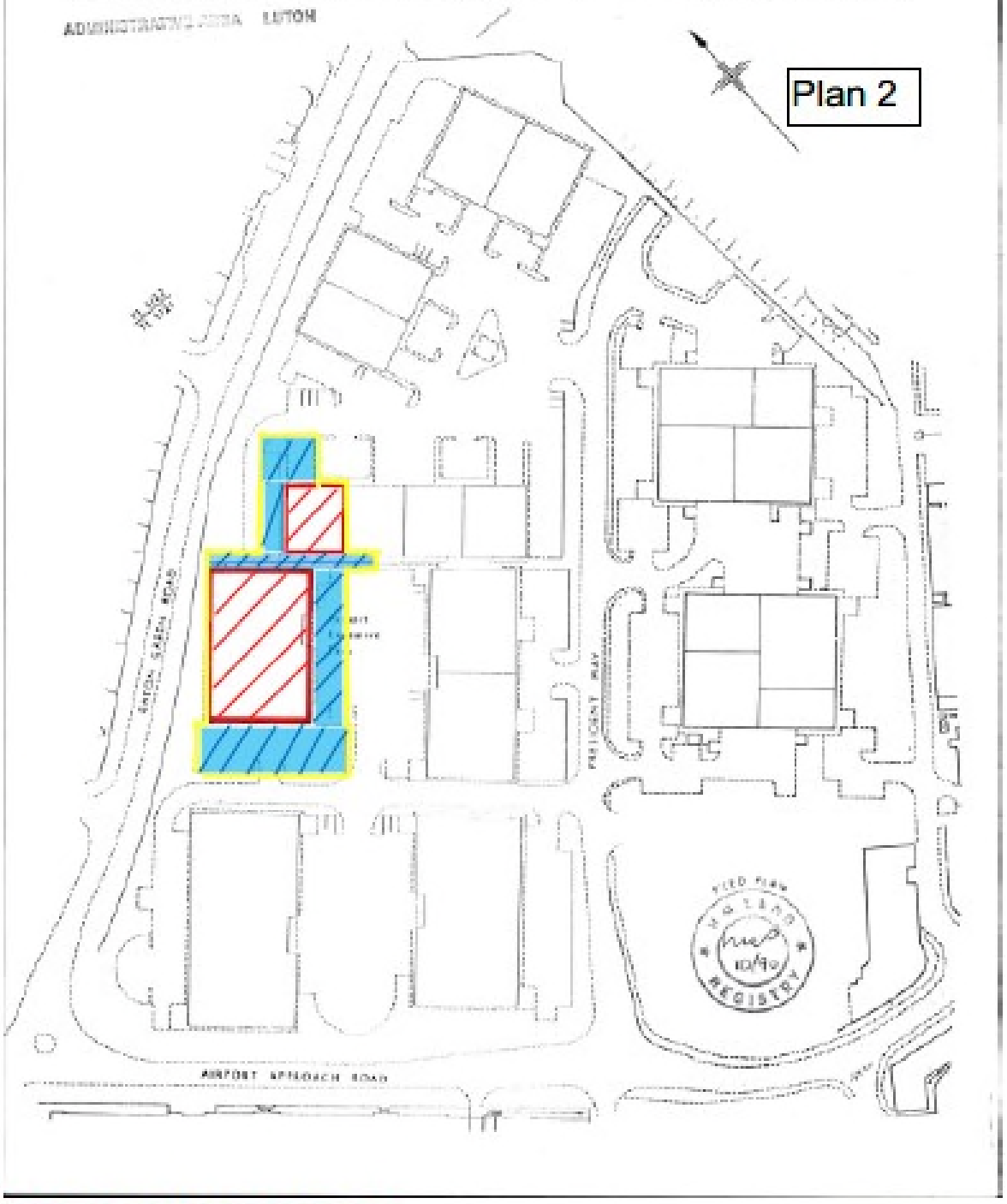
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Ordnance Survey
Licensed Data

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ORDNANCE SURVEY PLAN REFERENCE	TL 1121	SECTION C	Scale 1/1250
[illegible]	[illegible]		© Crown copyright

ADMINISTRATIVE AREA LUTON

Plan 2



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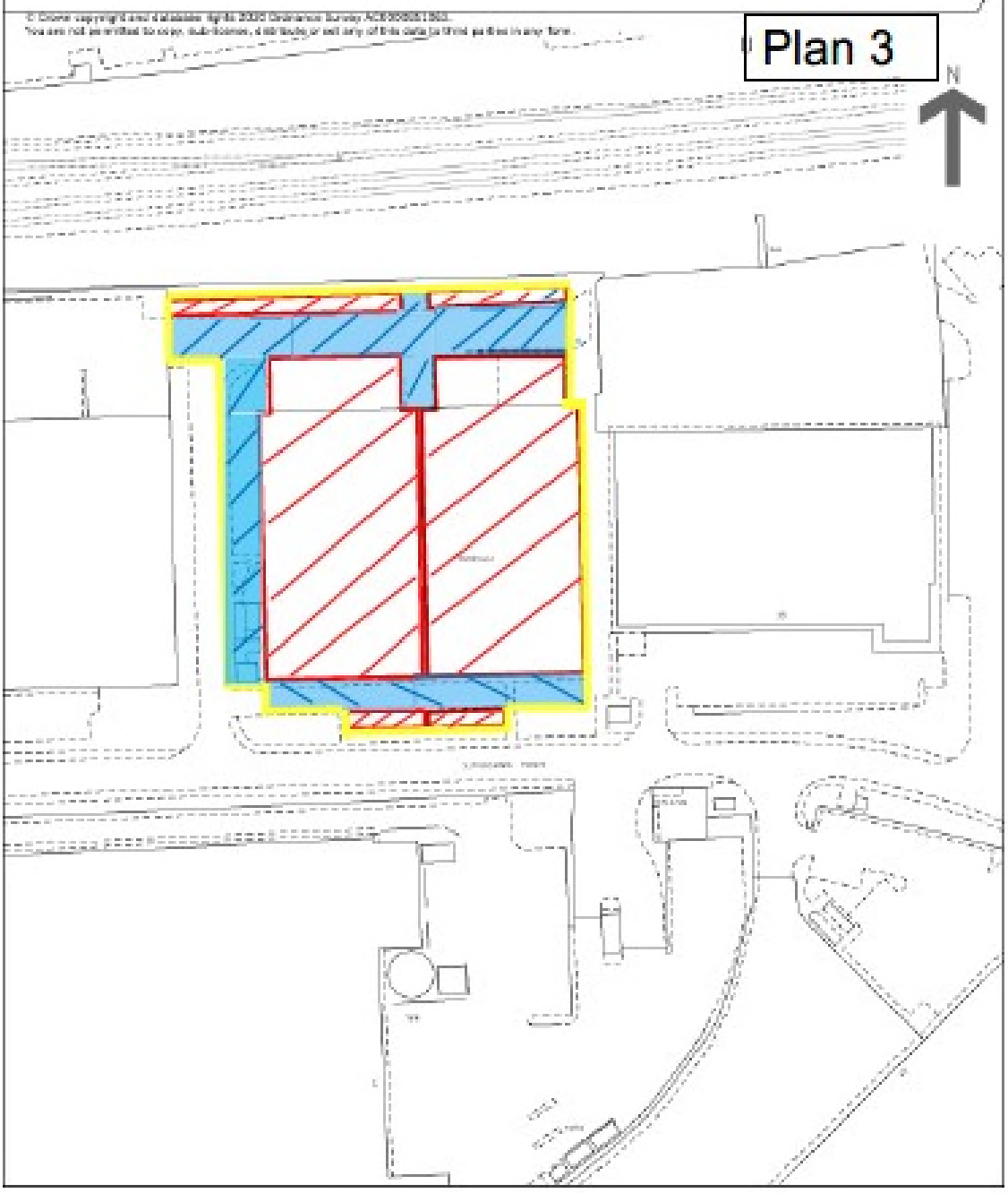
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HM Land Registry
Official copy of title plan

Title number **BK501808**
Ordnance Survey map reference **SU7473NW**
Scale **1:1250**
Administrative area **Wokingham**

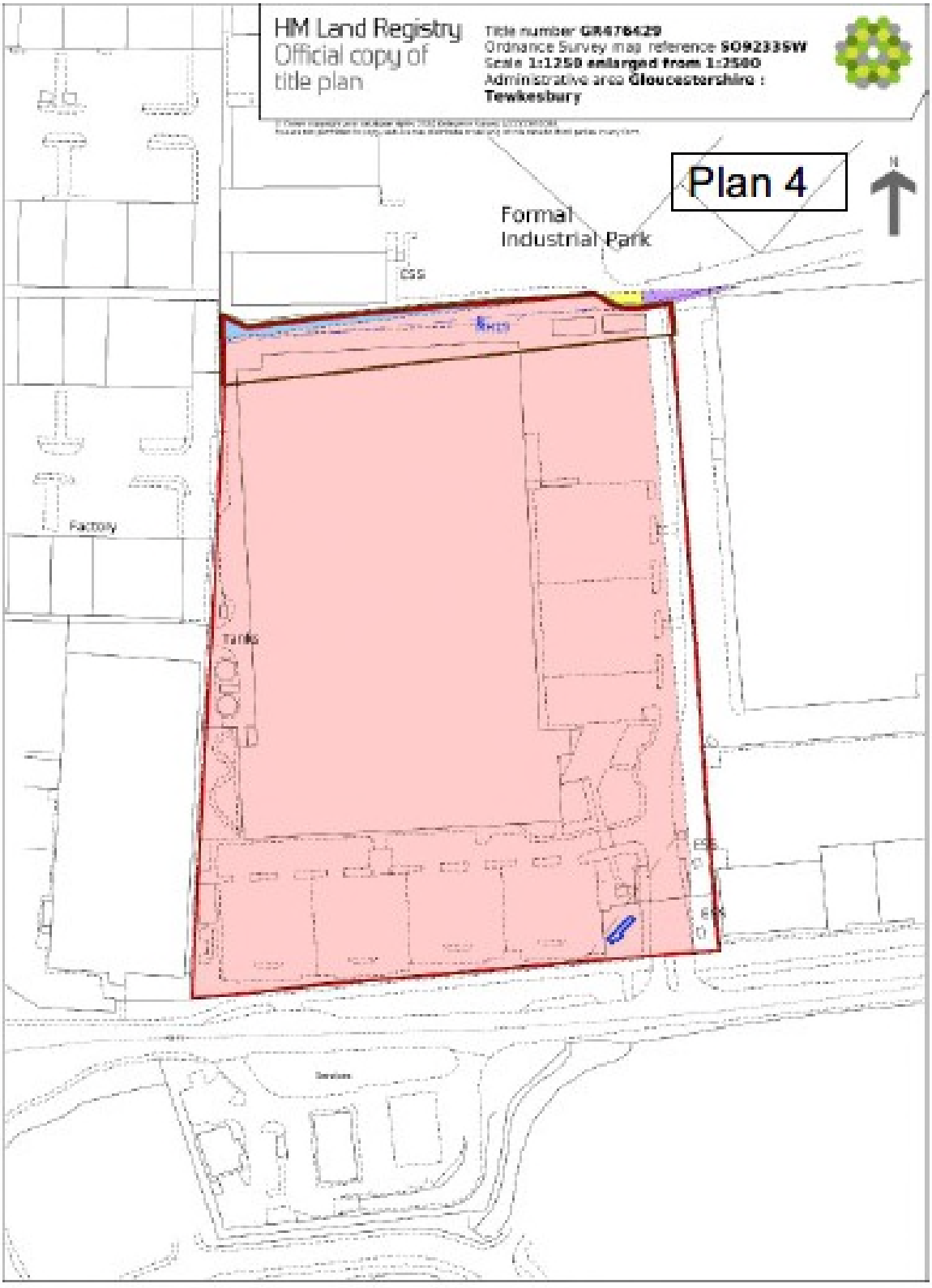
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Plan 3



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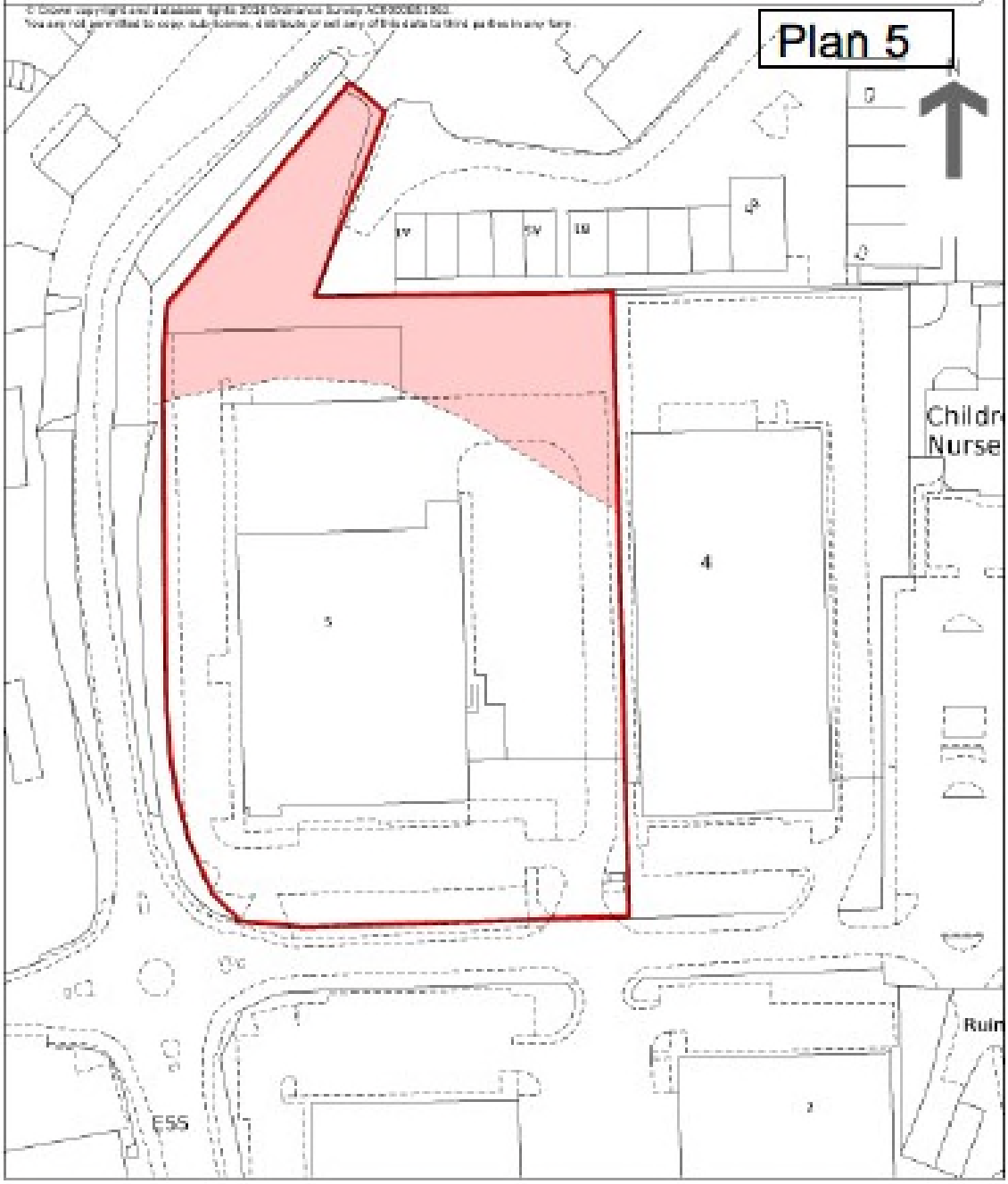


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HM Land Registry
Official copy of title plan

Title number **GR395822**
Ordnance Survey map reference **SO92335W**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Gloucestershire : Tewkesbury**



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SCHEDULE 3– WARNING NOTICE

WARNING NOTICE OF COURT INJUNCTION

A HIGH COURT INJUNCTION granted by the High Court in Claim No PT-2025-000910 on 5 September 2025 exists relating to the land and premises known as Moog Aircraft Group Wolverhampton, Valiant Way, Pendeford, Wolverhampton, WV9 5GB.

The injunction means you may not:

1. **FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 1, INCLUDING THE PERIMETER GATES AND FENCING, BEING MOOG AIRCRAFT GROUP WOLVERHAMPTON, VALIANT WAY, WOLVERHAMPTON, WV9 5GB**
2. **INTERFERE OR ATTEMPT TO INTERFERE WITH ANY OF THE SERVICES SERVING THE LAND AND PREMISES SHOWN EGDED RED ON PLAN 1**

ANYONE BREACHING THE TERMS OF THIS COURT ORDER OR ASSISTING ANY OTHER PERSON IN BREACHING THE TERMS OF THIS ORDER MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE SENT TO PRISON, FINED OR HAVE THEIR ASSETS SEIZED

A copy of the Order and the legal proceedings to which it relates can be viewed at www.moog.co.uk/injunction or obtained by e-mailing mooglegal@moog.com

A further hearing in relation to the Order will take place at the Rolls Building, 7 Rolls Building, Fetter Lane, London, EC4A 1NL on 6 October 2025 at which the Claimants will seek an order for a further injunction preventing anyone from obstructing access to or egress from the land and premises shown edged red on Plan 1.

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Plan 1



Case Reference: 1H5451.000327 updated plan

M O O G
Valiant Way
Wolverhampton
WV9 5GB

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WARNING NOTICE OF COURT INJUNCTION

A HIGH COURT INJUNCTION granted by the High Court in Claim No on 5 September 2025 exists relating to the land and premises known as Moog Controls Ltd, Units C and J Airport Executive Park, President Way, Luton, LU2 9NY

The injunction means you may not:

1. **FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON THE LAND AND PREMISES SHOWN EDGED YELLOW ON PLAN 2 BEING MOOG CONTROLS LTD, UNITS C AND J AIRPORT EXECUTIVE PARK, PRESIDENT WAY, LUTON, LU2 9NY**
2. **INTERFERE OR ATTEMPT TO INTERFERE WITH ANY OF THE SERVICES SERVING THE LAND AND PREMISES SHOWN EGDED YELLOW ON PLAN 2**

ANYONE BREACHING THE TERMS OF THIS COURT ORDER OR ASSISTING ANY OTHER PERSON IN BREACHING THE TERMS OF THIS ORDER MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE SENT TO PRISON, FINED OR HAVE THEIR ASSETS SEIZED

A copy of the Order and the legal proceedings to which it relates can be viewed at www.moog.co.uk/injunction or obtained by e-mailing mooglegal@moog.com

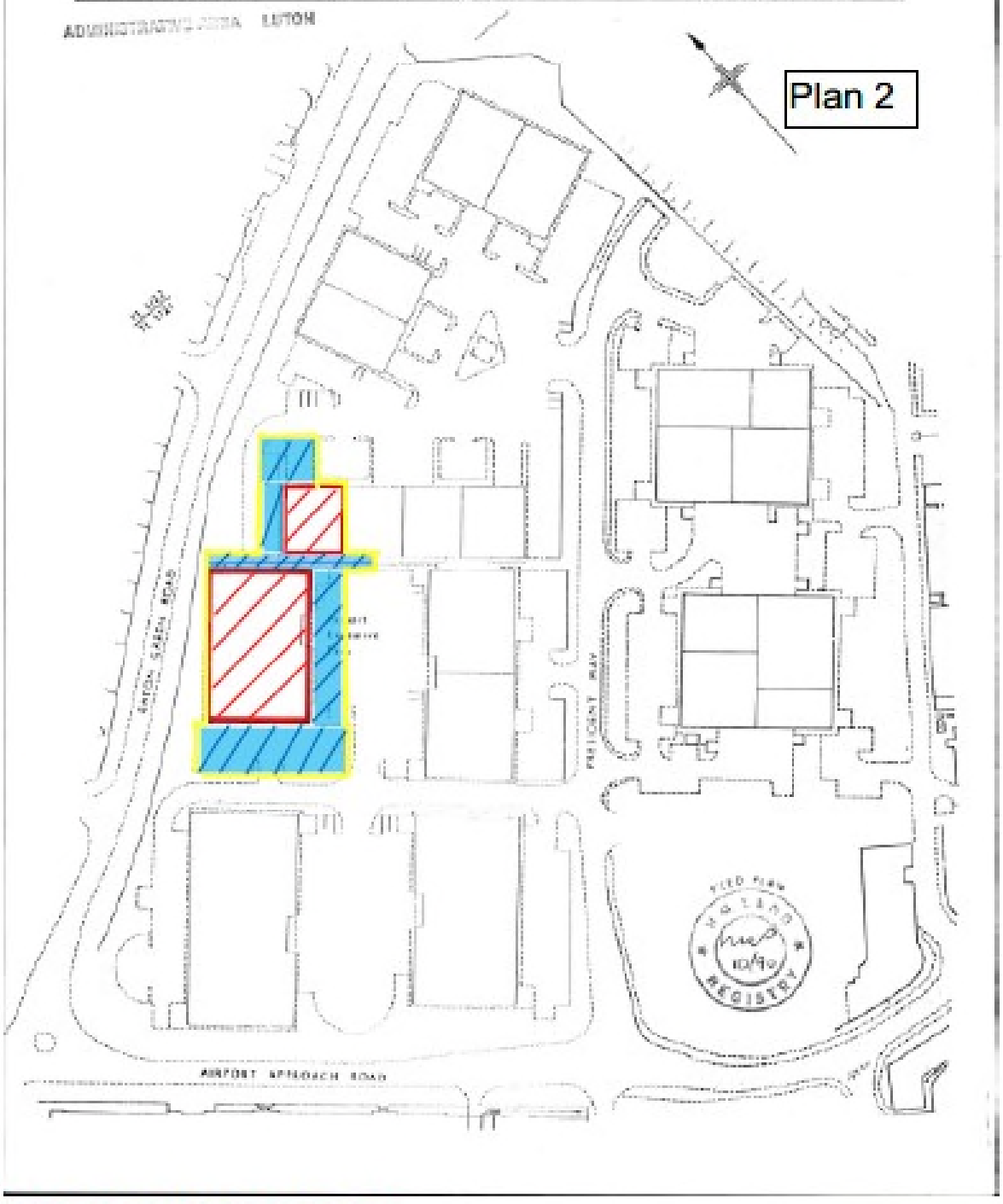
A further hearing in relation to the Order will take place at the Rolls Building, 7 Rolls Building, Fetter Lane, London, EC4A 1NL on 6 October 2025 at which the Claimants will seek an order for a further injunction preventing anyone from obstructing access to or egress from the land and premises shown edged yellow on Plan 2.

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H.M. LAND REGISTRY		TITLE NUMBER BD 154447	
ORDNANCE SURVEY PLAN REFERENCE	TL 1121	SECTION C	Scale 1/1250
COUNTY BEDFORDSHIRE	DISTRICT LUTON		© Crown copyright

ADMINISTRATIVE AREA LUTON

Plan 2



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WARNING NOTICE OF COURT INJUNCTION

A HIGH COURT INJUNCTION granted by the High Court in Claim No on 5 September 2025 exists relating to the land and premises known as Moog Reading Limited, 30 Suttons Business Park, Reading, Berkshire, RG6 1AW

The injunction means you may not:

1. **FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON THE LAND AND PREMISES SHOWN EDGED YELLOW ON PLAN 3 BEING MOOG READING LIMITED, 30 SUTTONS BUSINESS PARK, READING, BERKSHIRE, RG6 1AW**
2. **INTERFERE OR ATTEMPT TO INTERFERE WITH ANY OF THE SERVICES SERVING THE LAND AND PREMISES SHOWN EGDED YELLOW ON PLAN 3**

ANYONE BREACHING THE TERMS OF THIS COURT ORDER OR ASSISTING ANY OTHER PERSON IN BREACHING THE TERMS OF THIS ORDER MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE SENT TO PRISON, FINED OR HAVE THEIR ASSETS SEIZED

A copy of the Order and the legal proceedings to which it relates can be viewed at www.moog.co.uk/injunction or obtained by e-mailing mooglegal@moog.com

A further hearing in relation to the Order will take place at the Rolls Building, 7 Rolls Building, Fetter Lane, London, EC4A 1NL on 6 October 2025 at which the Claimants will seek an order for a further injunction preventing anyone from obstructing access to or egress from the land and premises shown edged yellow on Plan 3.

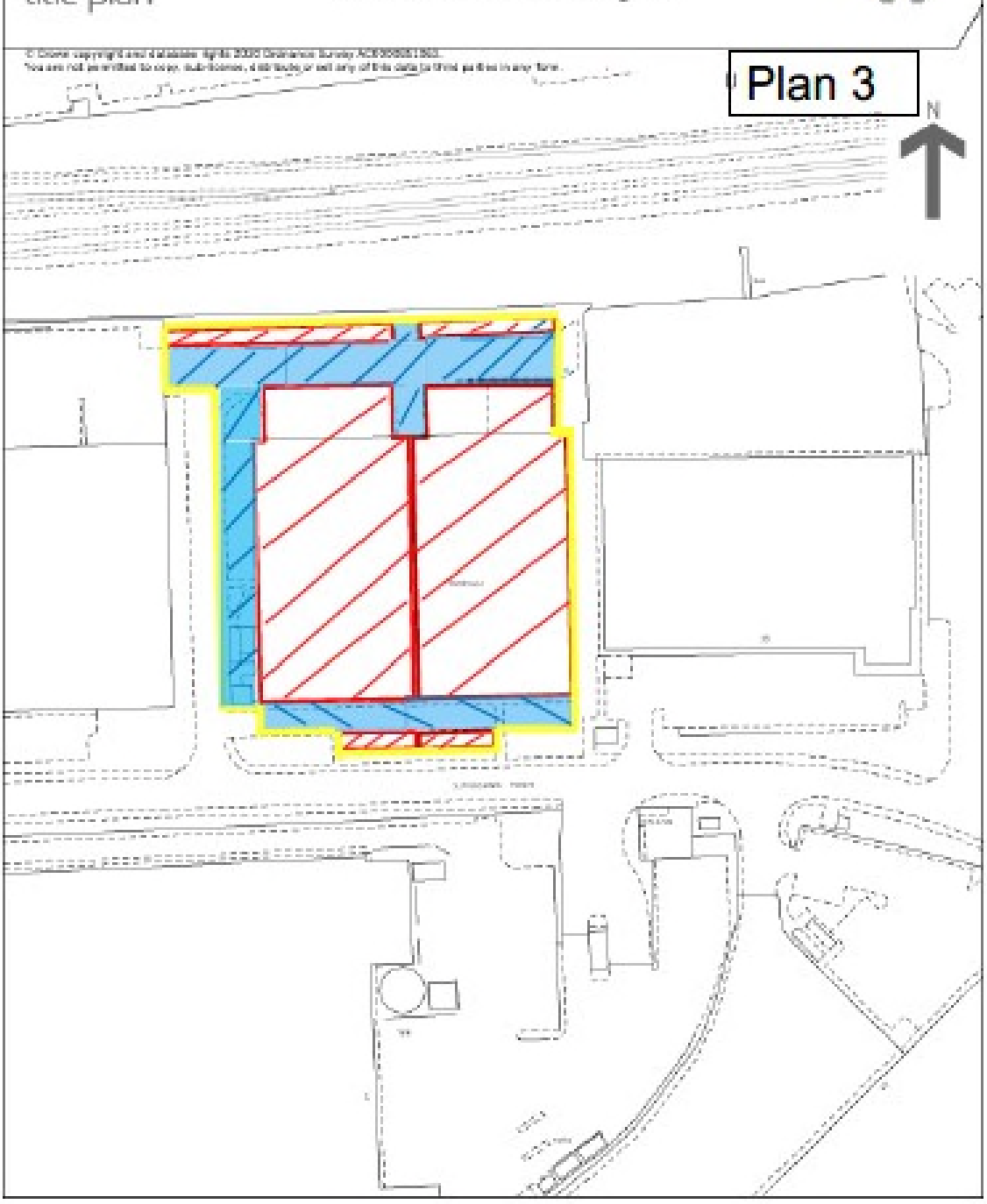
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HM Land Registry
Official copy of title plan

Title number **BK501808**
Ordnance Survey map reference **SU7473NW**
Scale **1:1250**
Administrative area **Wokingham**

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Plan 3



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WARNING NOTICE OF COURT INJUNCTION

A HIGH COURT INJUNCTION granted by the High Court in Claim No on 5 September 2025 exists relating to the land and premises known as Moog Aircraft Group Tewkesbury, Ashchurch, Tewkesbury, Gloucestershire, GL20 8NA.

The injunction means you may not:

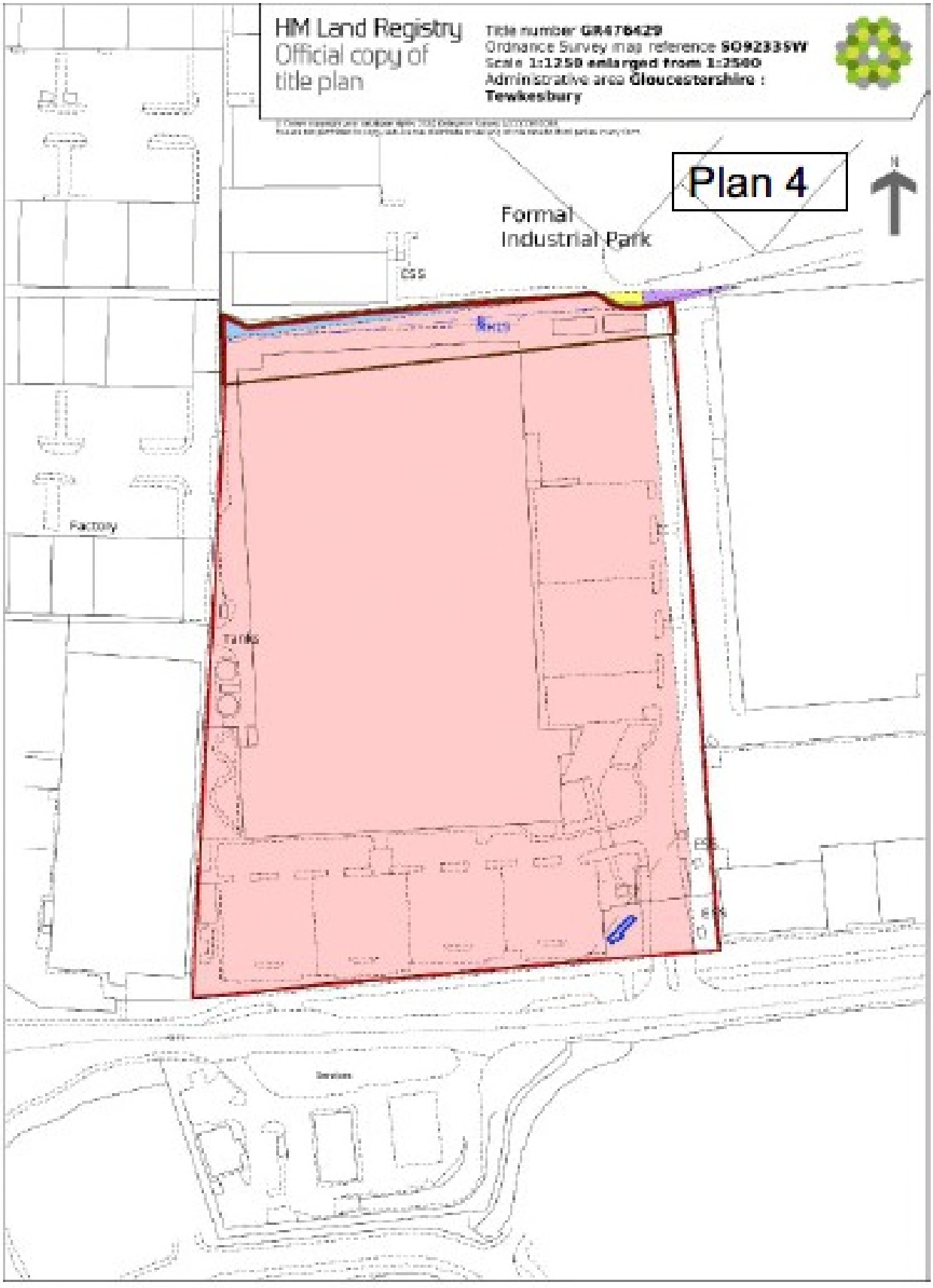
1. **FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 4, INCLUDING THE PERIMETER GATES AND FENCING, BEING MOOG AIRCRAFT GROUP TEWKESBURY, ASHCHURCH, TEWKESBURY, GLOUCESTERSHIRE, GL20 8NA**
2. **INTERFERE OR ATTEMPT TO INTERFERE WITH ANY OF THE SERVICES SERVING THE LAND AND PREMISES SHOWN EGDED RED ON PLAN 4**

ANYONE BREACHING THE TERMS OF THIS COURT ORDER OR ASSISTING ANY OTHER PERSON IN BREACHING THE TERMS OF THIS ORDER MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE SENT TO PRISON, FINED OR HAVE THEIR ASSETS SEIZED

A copy of the Order and the legal proceedings to which it relates can be viewed at www.moog.co.uk/injunction or obtained by e-mailing mooglegal@moog.com.

A further hearing in relation to the Order will take place at the Rolls Building, 7 Rolls Building, Fetter Lane, London, EC4A 1NL on 6 October 2025 at which the Claimants will seek an order for a further injunction preventing anyone from obstructing access to or egress from the land and premises shown edged red on Plan 4.

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WARNING NOTICE OF COURT INJUNCTION

A HIGH COURT INJUNCTION granted by the High Court in Claim No on 5 September 2025 exists relating to the land and premises known as Moog Industrial Group, Ashchurch Parkway, Tewkesbury, Gloucestershire, GL20 8TU

The injunction means you may not:

1. **FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 5 BEING MOOG INDUSTRIAL GROUP, ASHCHURCH PARKWAY, TEWKESBURY, GLOUCESTERSHIRE, GL20 8TU**
2. **INTERFERE OR ATTEMPT TO INTERFERE WITH ANY OF THE SERVICES SERVING THE LAND AND PREMISES SHOWN EGDED RED ON PLAN 5**

ANYONE BREACHING THE TERMS OF THIS COURT ORDER OR ASSISTING ANY OTHER PERSON IN BREACHING THE TERMS OF THIS ORDER MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE SENT TO PRISON, FINED OR HAVE THEIR ASSETS SEIZED

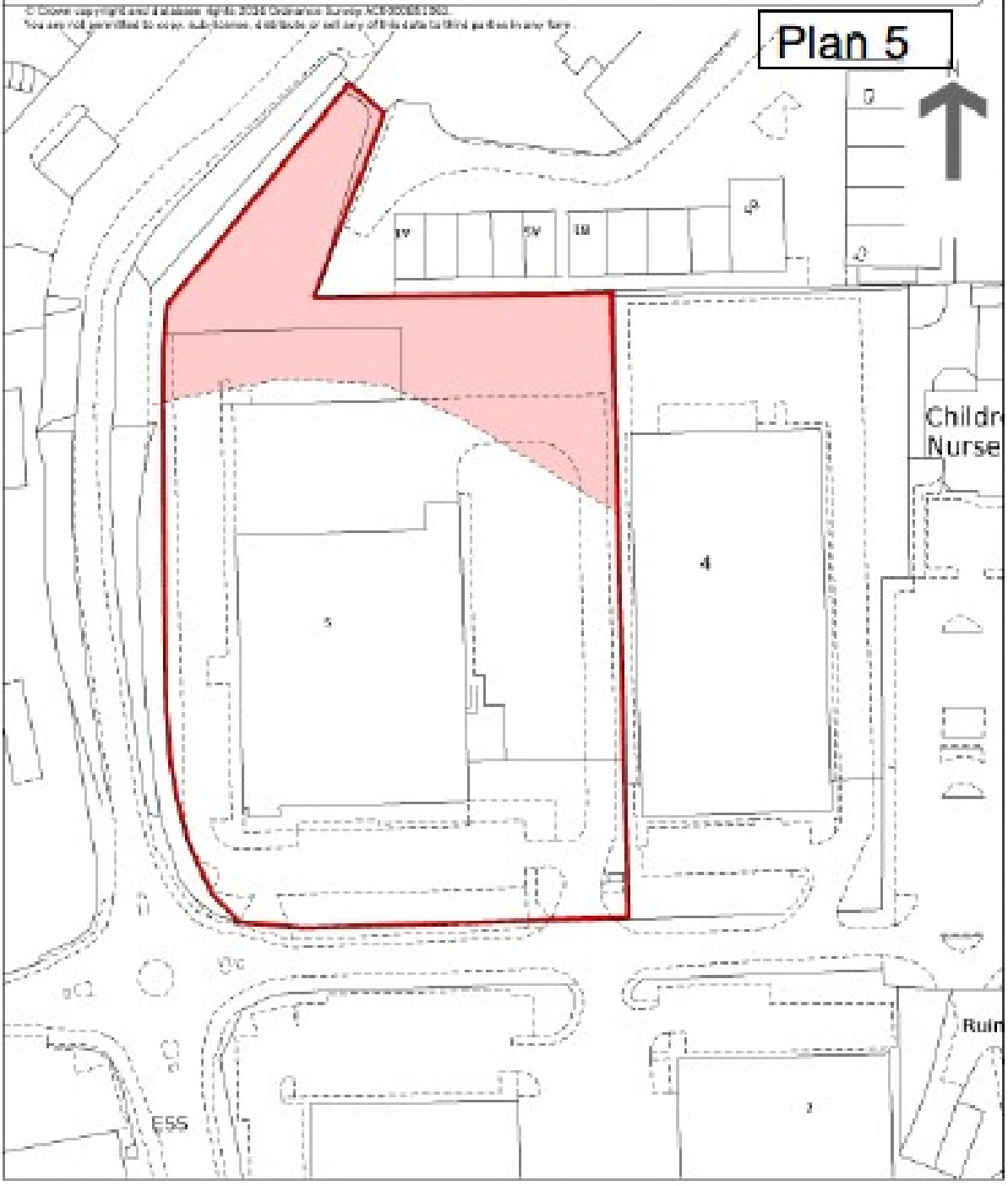
A copy of the Order and the legal proceedings to which it relates can be viewed at www.moog.co.uk/injunction or obtained by e-mailing mooglegal@moog.com:

A further hearing in relation to the Order will take place at the Rolls Building, 7 Rolls Building, Fetter Lane, London, EC4A 1NL on 6 October 2025 at which the Claimants will seek an order for a further injunction preventing anyone from obstructing access to or egress from the land and premises shown edged red on Plan 5.

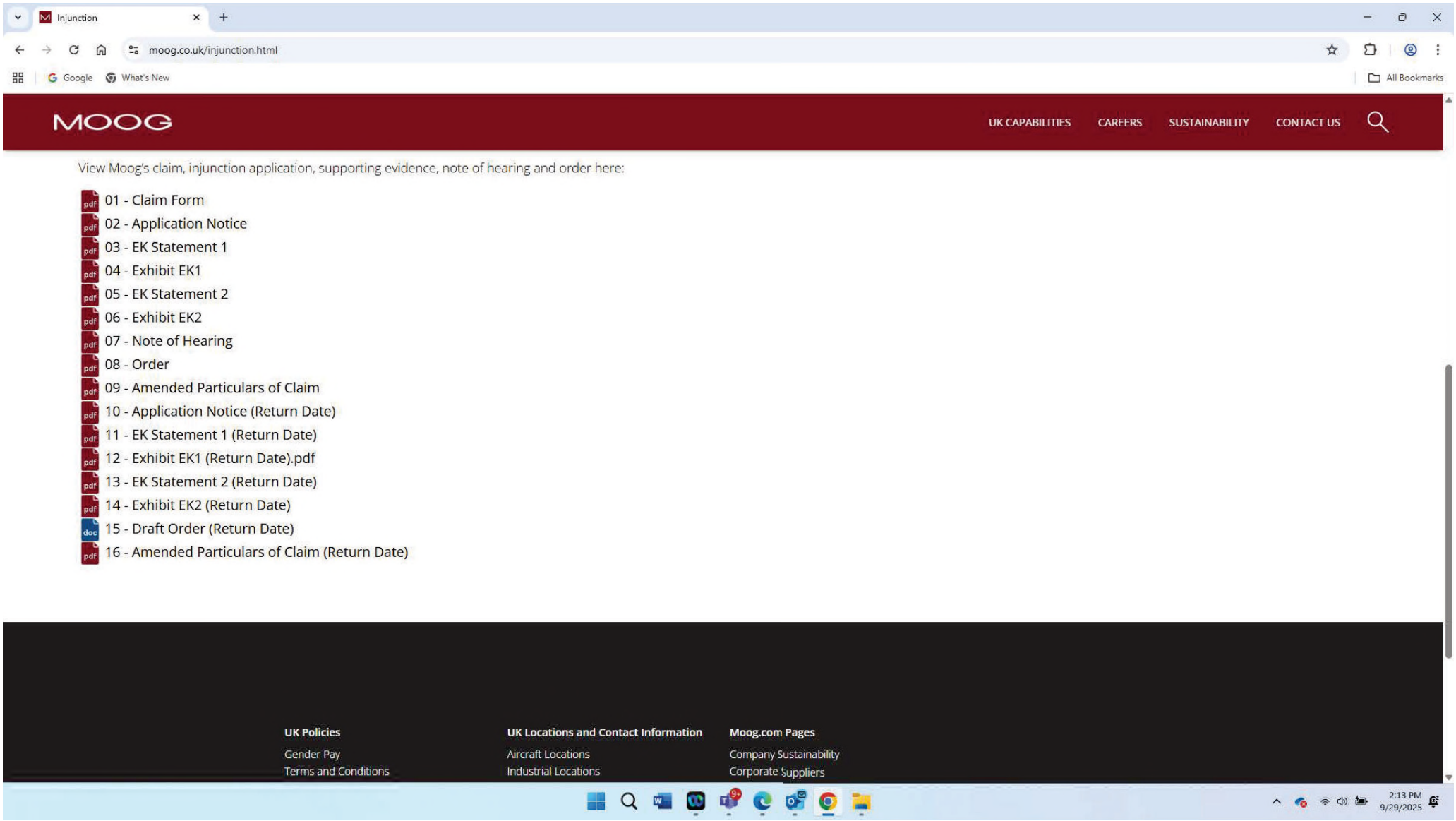
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HM Land Registry
Official copy of title plan

Title number **GR395822**
Ordnance Survey map reference **SO92335W**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Gloucestershire : Tewkesbury**



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Injunction
moog.co.uk/injunction.html
Google
What's New
All Bookmarks
MOOG
UK CAPABILITIES
CAREERS
SUSTAINABILITY
CONTACT US
View Moog's claim, injunction application, supporting evidence, note of hearing and order here:
01 - Claim Form
02 - Application Notice
03 - EK Statement 1
04 - Exhibit EK1
05 - EK Statement 2
06 - Exhibit EK2
07 - Note of Hearing
08 - Order
09 - Amended Particulars of Claim
10 - Application Notice (Return Date)
11 - EK Statement 1 (Return Date)
12 - Exhibit EK1 (Return Date).pdf
13 - EK Statement 2 (Return Date)
14 - Exhibit EK2 (Return Date)
15 - Draft Order (Return Date)
16 - Amended Particulars of Claim (Return Date)
UK Policies
Gender Pay
Terms and Conditions
UK Locations and Contact Information
Aircraft Locations
Industrial Locations
Moog.com Pages
Company Sustainability
Corporate Suppliers
2:13 PM
9/29/2025

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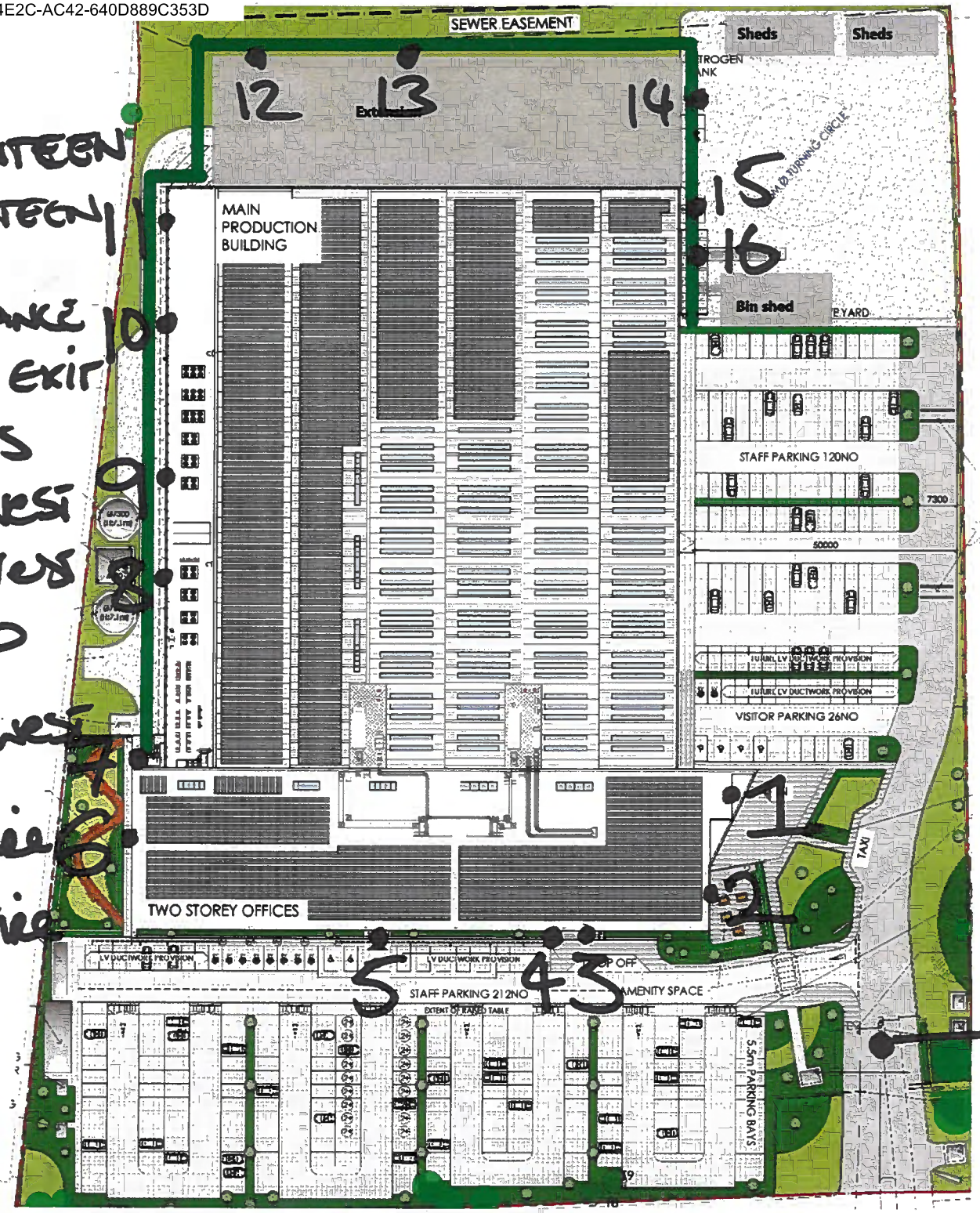


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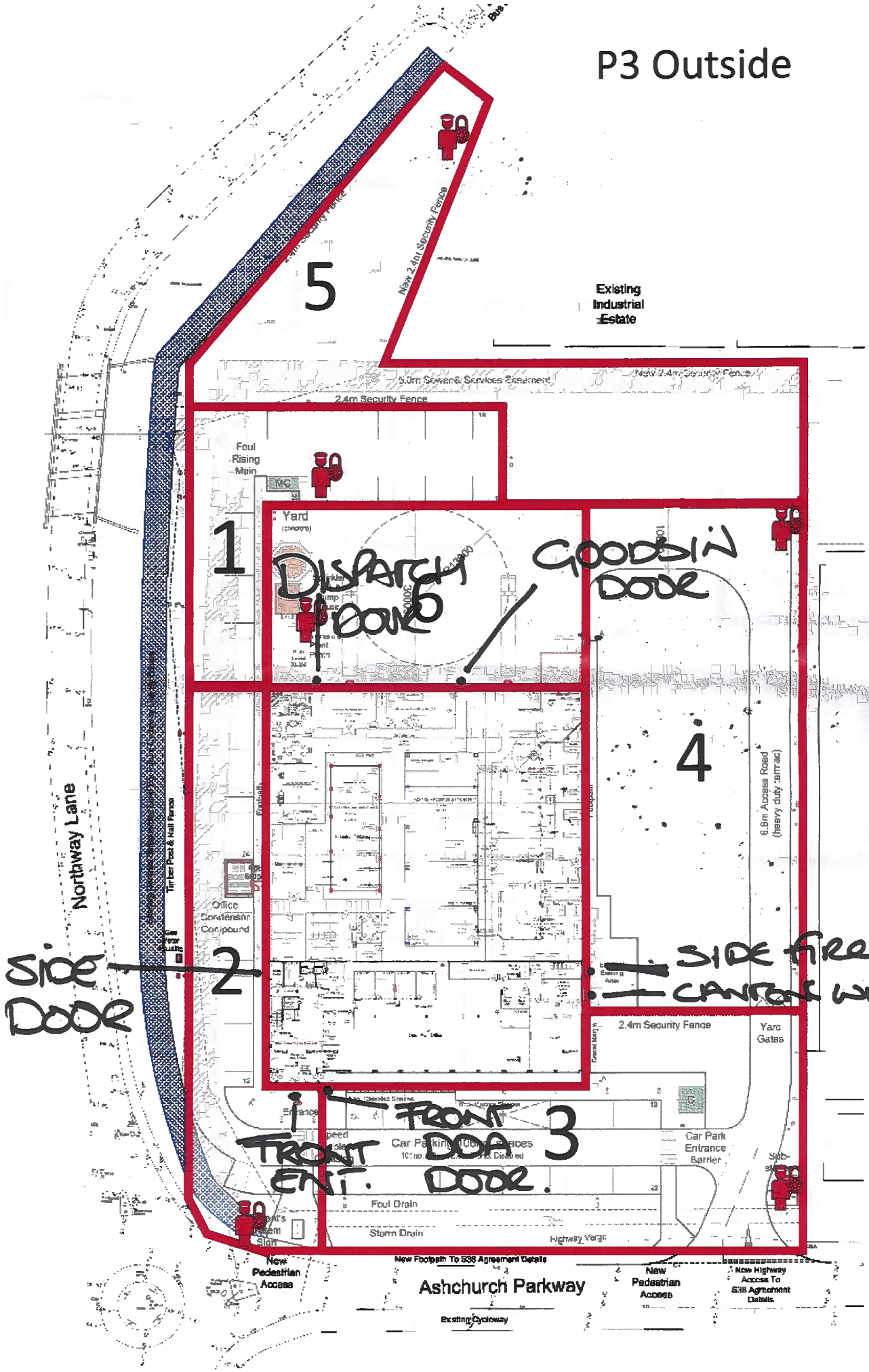
1. RECEPTION
2. CANTEEN
3. SOUTH CANTEEN
4. SOUTH CANTEEN CORRIDOOR
5. GUM ENTRANCE
6. WEST OFFICE EXIT
7. Roof STAIRS
8. Pump RM WEST
9. Pump RM WEST
10. COMPRESSED AIR. RM
11. EXTENSION WEST RM
12 EXTENSION FIRE DOOR
13 EXTENSION FIRE DOOR
14 EXTENSION DOOR
5 DISPATCH
6 DISPATCH.



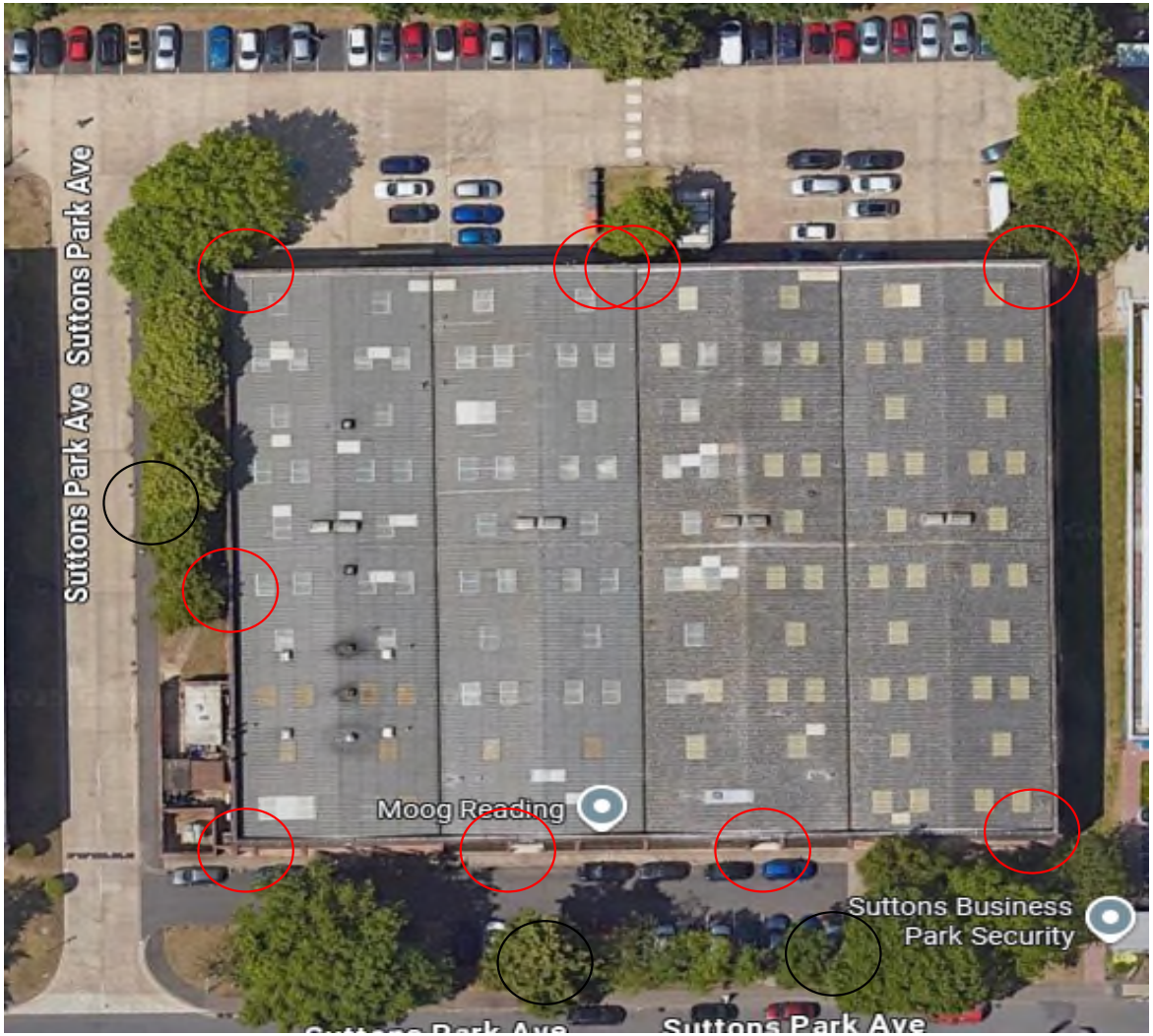
ROAD BARRIES

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P3 Outside



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N244

Application notice

For help in completing this form please read the notes for guidance form N244 Notes.

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when you fill in a form:
https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information- charter

Name of court High Court of Justice Chancery Division	**Claim no.** PT-2025-000910
Fee account no. (if applicable)	**Help with Fees - Ref. no.** (if applicable) H W F -
Warrant no. (if applicable)	PT-2025-000910
Claimant's name (including ref.) MOOG WOLVERHAMPTON LIMITED MOOG FERNAU LIMITED MOOG READING LIMITED MOOG CONTROLS LIMITED	Hearing Date: 06 Oct 2025 10:30 The Rolls Buildings - Court 10
Defendant's name (including ref.) See Schedule 1	
Interested parties:	
Date	15 September 2025

HIGH COURT OF JUSTICE
BUSINESS & PROPERTY COURTS OF ENGLAND & WALES
15 Sep 2025

1. What is your name or, if you are a legal representative, the name of your firm?

(1) Moog Wolverhampton Limited, (2) Moog Fernau Limited, (3) Moog Reading Limited, (4) Moog Controls Limited

2. Are you a ☒Claimant ☐Defendant ☐Legal Representative

☐Other (please specify)

If you are a legal representative whom do you represent?

3. What order are you asking the court to make and why?

The Claimants seek (i) an order for the continuation of the interim injunctive relief granted by the Order of Meade J dated 5 September 2025 (the "Order"); and (ii) a further order prohibiting obstruction or interference with access to and/or egress from their land as sought in the Claimant's application of 4 September 2025 and as provided for in the draft order attached to this application notice.

☒Yes ☐No

5. How do you want to have this application dealt with? ☒at a hearing ☐without a hearing

☐at a remote hearing

6. How long do you think the hearing will last? Is this time estimate agreed by all parties? 1 Hours 30 Minutes

☐Yes ☒No

7. Give details of any fixed trial date or period: Return date of 6 October 2025

8. What level of Judge does your hearing need? Judge

9. Who should be served with this application? Defendants

9a. Please give the service address, (other than details of the claimant or defendant) of any party named in question 9.

The Claimants will serve / notify the Defendants pursuant to the service / notification provisions in the Order.

Click here to enter text. Click here to enter text.

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10. What information will you be relying on, in support of your application?

☒the attached witness statement

☒the statement of case

☐the evidence set out in the box below

If necessary, please continue on a separate sheet.

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11. Do you believe you, or a witness who will give evidence on your behalf, are vulnerable in any way which the court needs to consider?

☐ Yes. Please explain in what way you or the witness are vulnerable and what steps, support or adjustments you wish the court and the judge to consider.

☒ No

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Statement of Truth

I understand that proceedings for contempt of court may be brought against a person who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

☐ **I believe** that the facts stated in section 10 (and any continuation sheets) are true.

☒ **The applicant believes** that the facts stated in section 10 (and any continuation sheets) are true. **I am authorised** by the applicant to sign this statement.

Signature

Signed by:
Elwira J. Kelly
92C7F87347624E7...

☒ Applicant

☐ Litigation friend (where applicant is a child or a Protected Party)

☐ Applicant's legal representative (as defined by CPR 2.3(1))

Date

Day	Month	Year
15	09	2025

Full name

Elwira Kelly

Name of applicant's legal representative's firm

If signing on behalf of firm or company give position or office held

Senior Vice President, General Counsel and Corporate Secretary

Docusign Envelope ID: A240AF6C-0EDA-4E2C-AC42-640D889C353D

Applicant's address to which documents should be sent.

Building and street

Moog Wolverhampton Limited

Second line of address

Valiant Way

Town or city

Wolverhampton, West Midlands

County (optional)

United Kingdom

Postcode

WV9 5GB

If applicable

Phone number

Fax phone number

DX number

Your Ref.

Email

MoogLegal@moog.com

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SCHEDULE 1 – LIST OF DEFENDANTS

(1) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 1 BEING MOOG AIRCRAFT GROUP WOLVERHAMPTON, VALIANT WAY, PENDEFORD, WOLVERHAMPTON WV9 5GB, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(2) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 2 BEING MOOG CONTROLS LTD LUTON, UNITS C AND J AIRPORT EXECUTIVE PARK, PRESIDENT WAY, LUTON LU2 9NY, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(3) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 3 BEING MOOG READING LIMITED, 30 SUTTONS BUSINESS PARK, READING, BERKSHIRE RG6 1AW, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(4) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 4 BEING MOOG AIRCRAFT GROUP TEWKSBURY, ASHCHURCH, TEWKESBURY, GLOUCESTERSHIRE GL20 8NA, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES

(5) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND PREMISES SHOWN EDGED RED ON PLAN 5 BEING MOOG INDUSTRIAL GROUP, ASHCHURCH PARKWAY, TEWKESBURY, GLOUCESTERSHIRE GL20 8TU, OR WHO OBSTRUCT AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES


Crop
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440
40

Docusign Envelope ID: A240AF




Docusign Envelope ID: A240AF
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42

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INVESTIGATIONS:

UK AEROSPACE FIRM SUPPLYING ISRAEL'S DEFENCE MINISTRY

Exclusive: Moog in Wolverhampton was targeted by pro-Palestine activists in August. We can now reveal the company has been exporting aircraft components to Israel's ministry of defence.

JOHN MCEVOY

22 SEPTEMBER 2025



An Israeli air force M-346 Lavi (credit: Hezi Shmueli / Alamy)

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5 min

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The target was Moog, a US-owned engineering company which designs and manufactures components for military aircraft worldwide.

Wearing t-shirts with the faces of Palestinians killed by Israel, the activists proceeded to cut through Moog's roof covering and peer into the factory floor below.

They accused the company of supplying Israel's largest arms firm Elbit Systems with aircraft parts "used to train Israeli pilots to fly F-16 and F-35 fighter jets".

Declassified and *The Ditch* had previously reported how Moog sent at least ten shipments of trainer aircraft parts to an Elbit Systems site in Israel between December 2024 and July 2025.

But it can now be revealed that Moog has also been directly supplying Israel's ministry of defence with components used to train Israeli pilots to fly advanced fighter jets.

Cargo documents expose how the aerospace firm sent two shipments for the M-346 Lavi programme in July 2025, with the address corresponding to Israel's defence ministry in Tel Aviv.

The M-346 Lavi is a high-performance aircraft designed to train Israeli pilots to fly jets including the F-16 and F-35.

It is estimated that the value of the two shipments could be over £200,000. The total value of Moog exports to Israel since December 2024 is likely in excess of £1m.

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5 min

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WITH UK
EQUIPMENT

READ MORE

2,000lb bombs

The revelation details how the UK government, through its arms export regime, is facilitating the training of Israeli pilots to fly the aircraft dropping 2,000lb bombs on civilians.

This is despite the government having claimed it suspended export licences for equipment that could be used by Israeli forces in Gaza.

Last week, trade minister Chris Bryant attempted to justify this approach, saying: “The assessment is that the training of an aircraft pilot on such equipment would take so long that they wouldn’t be the people that would be engaged in fighter combat in Gaza”.

Bryant did not clarify how the government reached this conclusion, but it appears to be misleading.

A US air force report recently estimated that it could take four to six months to train Ukrainian fighter pilots to fly F-16 fighter jets. These same aircraft have been used by Israeli forces in Gaza, including in an attack on British doctors in January 2024.

Moreover, Bryant’s argument falsely suggests a known end

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reflected the government's position, and on what basis it is estimated that Israeli pilots training on UK-made components will not go on to use fighter aircraft in Gaza.

The trade department failed to provide any meaningful answers, while the Foreign Office did not respond at all.

RELATED



GAMA AVIATION: THE COMPANY THAT HELPED BRITAIN SPY FOR ISRAEL

READ MORE

M-346 Lavi

Israel received its first M-346 Lavi in 2014, with an additional 29 arriving over the following two years. They are hosted at Hatzerim airbase near Be'er Sheva.

Promotional content shows how the jet not only trains pilots to fly, but also helps them master combat techniques. It is equipped with a "digital avionics system" which is modelled on

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fighters.

“You learn how to fight and then do the transition to the real fighter. You don’t need to learn how to fight again with the real fighter, so you save a lot of hours”.

By 2022, the Israeli air force had racked up 50,000 flight hours with the M-346 Lavi, making it the largest user of the jet in the world.

In addition to supplying parts for the M-346, Moog has contributed to the global F-35 programme.

Previous company annual reports note how Moog “provides actuators, power drive electronics, control electronics and software” for the F-35 fighter jet.

Moog was approached for comment.

TAGGED: Israel Palestine

ABOUT THE AUTHOR



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targetmap.org/company/242

Moog

Supplies Elbit Systems Israel with military aircraft parts, used to train Israeli pilots to fly F-16 and F-35 fighter jets.
https://www.declassifieduk.org/israeli-fighter-pilots-training-with-uk-equipment/

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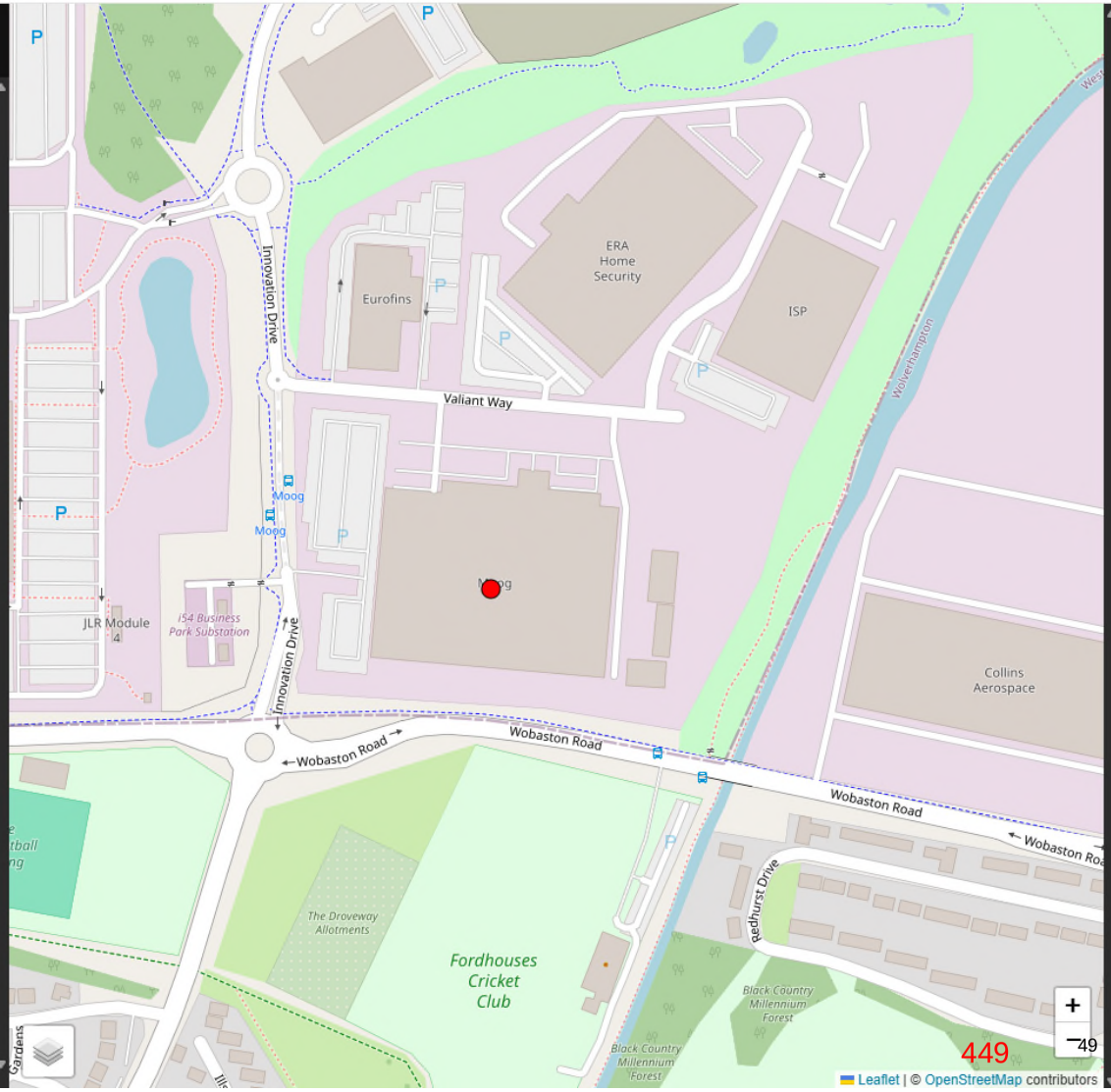
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All Moog sites

Moog Aircraft Group

Wolverhampton

Valiant Way, Coven, Wolverhampton WV9 5GB



https://www.facebook.com/sharer/sharer.php?u=https%3A%2F%2Ftargetmap.org%2F%2Fcompany%2F242

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targetmap.org/sites/970

Moog Aircraft Group

Location information

Valiant Way, Coven, Wolverhampton WV9 5GB

Target this site

READ THE ACTION GUIDE

About the site

Supplies Elbit Systems Israel with military aircraft parts, used to train Israeli pilots to fly F-16 and F-35 fighter jets.

About the owner of this site

Click on the company to see more of their sites

2 sites

Moog

Supplies Elbit Systems Israel with military aircraft parts, used to train Israeli pilots to fly F-16 and F-35 fighter jets.
https://www.declassifieduk.org/israeli-fighter-pilots-training-with-uk-equipment/

Military Hardware

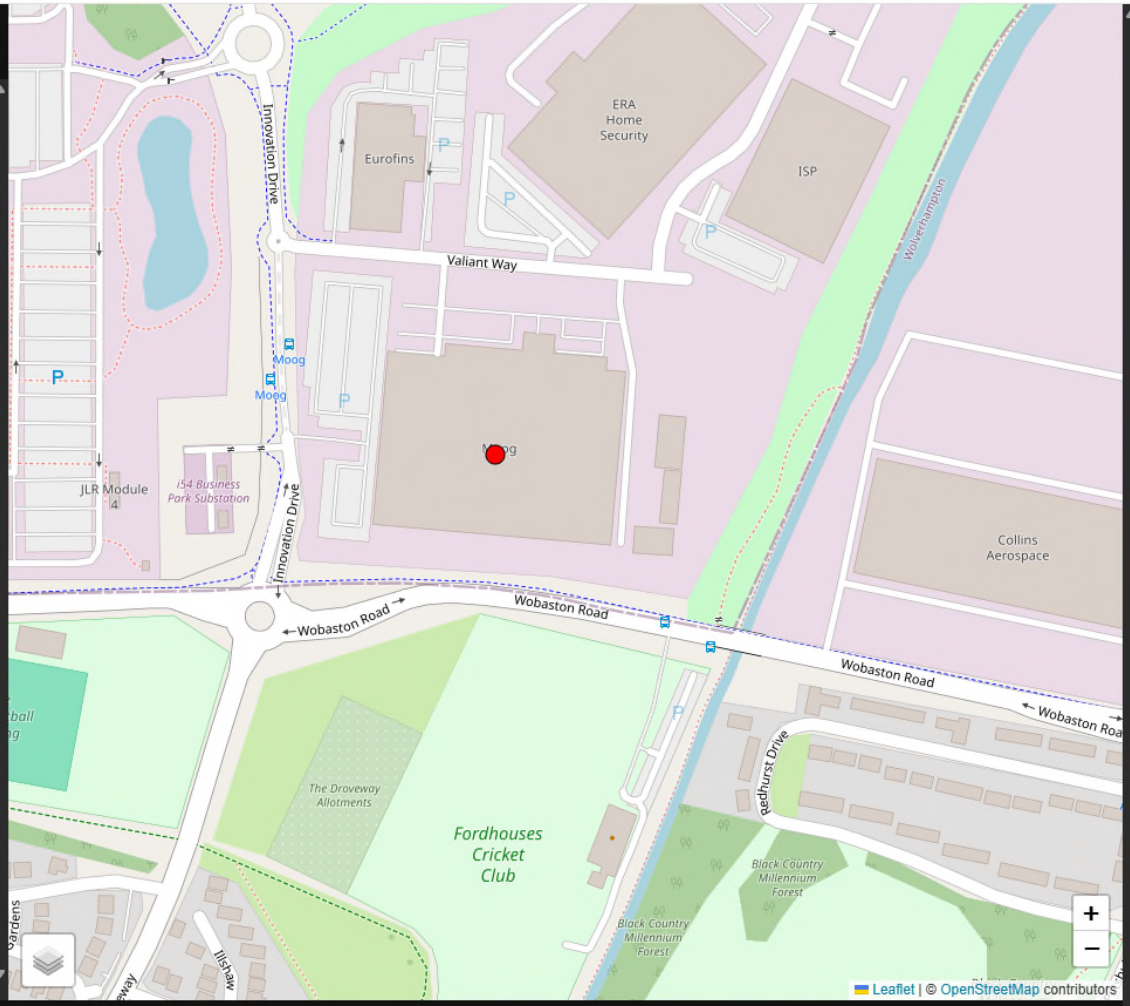
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Note of Hearing

Moog v Persons Unknown – PT-2025-000910

Date: 5 September 2025
Time: 15:45

The hearing concerned an urgent without notice application by Moog (the Claimant), manufacturers with five UK sites, for an injunction against "persons unknown" to restrain direct action protests. Counsel for the Claimant ("C") argued that the company had become the target of activists, particularly following allegations of involvement in supplying components to Israel during the Gaza conflict.

Background and Factual Context

- Moog operates across multiple sectors, including defence and medical devices.
- From July 2025, there was growing concern that Moog sites would be targeted after media publications linked the company to Israel.
- On 26 August 2025, activists attacked Moog's Wolverhampton facility. Attackers rammed through the gates, climbed onto the roof, smashed up to 93% of solar panels, broke windows, and threw flares into the building. The incident caused an estimated £1.25m - £2 million in damage with losses from premises being out of operation costing around £10,000 per day.
- The standoff with police lasted 5.5 hours. Although arrests were made, the threat to Moog's other sites remains.

Moog previously improved security and liaised with police. It was always a judgement call to decide when to seek an injunction and the Wolverhampton attack crystallised the need for urgent court protection.

Claimant's Submissions

C argued that:

- There is a "compelling need" for injunctive relief, citing comparable protest-related injunctions (e.g. Teledyne, HS2, Cuadrilla).
- Previous cases show injunctions are effective; they do not eliminate protest but channel it into lawful forms; unlawful actions tend to shift toward other targets.
- The relief sought is not intended to ban lawful protest on highways, but to safeguard Moog's premises. The requested order included prohibitions on trespass and obstruction of access/egress.
- Articles 10 and 11 (freedom of expression and assembly) of the ECHR are engaged but carry little weight on private land. C acknowledged the balancing exercise is different where rights of the public in respect of the highway may be engaged.
- The application was made ex parte due to "tipping off" risks: giving notice could itself trigger further unlawful action.
- Evidence, including extracts from the Palestinian Action Underground Manual, demonstrated a real and imminent threat of repeat attacks.

Judicial Concerns

Mr Justice Meade raised several points requiring scrutiny:

1. Impact on lawful protest: An injunction over access/egress could risk chilling legitimate demonstrations about Gaza.

2. Ex parte nature: Recent Supreme Court authority (*Wolverhampton City Council case*) questioned when it is justified to withhold notice from defendants.

3. Evidence of specific threats: Whether a general risk is sufficient or an imminent threat to a particular site must be shown.

Mr Justice Meade stressed the importance of balancing protection of Moog's operations and staff against Convention rights and the public interest in protest. He expressed hesitation about drilling into detailed points without careful consideration.

Judgement

The Judge concluded that the proper course was to grant the order sought save for certain paragraphs, which would be stood over to the return date. Reasons were given briefly.

The application was for injunctive relief against persons unknown, of the kind described as a "newcomers" action in Wolverhampton City Council v London Gypsies and Travellers. Whereas that case concerned encampments, the present application concerned protestors, including protestors who may act unlawfully. The claimants (collectively, "Moog") are group companies operating in the defence, industrial and medical sectors. Since July, Moog has been the focus of protests linked to the conflict in the Gaza Strip, following public allegations that it supplies parts to Israel. Moog made no admission as to those allegations, and it is not the court's function to determine them; what mattered was that there are protestors who consider the allegations well-founded and are prepared to act on them.

In August one Moog site was subjected to a serious attack causing substantial damage. No one was hurt. Those alleged to be responsible are currently in custody; they are not named here and are not said to present an immediate further threat. Nevertheless, there is continued focus by protest groups (the evidence referred in particular to Palestine Action), and Moog apprehends similar attacks at other sites. Materials exhibited, including what was described as a "PA underground manual", outline methods that present a real risk to property and, at least accidentally, to personal safety. The conduct described is serious.

The Judge had read the skeleton argument and witness statement, reminded himself of the principal authorities, and studied the draft order and the way it delineates the premises. As to legal principles, he had regard to Wolverhampton and to the helpful synthesis by Ritchie J in Valero Energy v Persons Unknown. Not all of those questions applied without adaptation, but the critical issues for present purposes were whether there is sufficient need, whether any realistic defence is available, and the position under the ECHR, particularly Articles 10 and 11.

The application was without notice in the practical sense that Moog had not attempted to alert those who might be affected. Counsel drew attention to passages in Wolverhampton concerning the logic of withholding notice in some contexts, including freezing orders. The judge accepted, at a high level of generality, that the Supreme Court did not foreclose ex parte relief in appropriate protest cases, especially where giving notice risks precipitating the very acts to be restrained.

Turning to the relief sought, in relation to sub-paragraphs (i) and (iii) of paragraph 1 of the draft order (and their site-specific analogues), which restrain trespass and unlawful interference, the judge was satisfied that there is a very strong cause of action, no realistic defence, and a compelling need. Articles 10 and 11 are engaged, but the balance clearly favours the claimants. By contrast,

sub-paragraph (ii), which concerns hindering access to or egress from the sites, directly interacts with lawful protest on the highway and risks a chilling effect if not tightly drawn. That feature warrants fuller adversarial scrutiny.

Accordingly, the court granted the injunction now in respect of sub-paragraphs (i) and (iii), on the basis that the ECHR balance does not materially favour the defendants and that notice may trigger the very misconduct to be restrained. The application in respect of sub-paragraph (ii) was stood over to the return date, when it can be argued with proper attention to ECHR rights and practical boundaries. In the judge's view this strikes a fair and appropriate balance: it protects Moog against serious unlawful interference while preserving the space for lawful protest and ensuring that any restriction on access and egress is considered with the care it requires at the return hearing.