



Registration of a Charge

Company Name: **A G CRANES LIMITED**

Company Number: **06529299**



XBYP0U96

Received for filing in Electronic Format on the: **03/03/2023**

Details of Charge

Date of creation: **02/03/2023**

Charge code: **0652 9299 0001**

Persons entitled: **ALAN GRIFFITHS**

Brief description: **FIRST FIXED CHARGE ON ALL LAND NOW OWNED BY THE COMPANY
AND ANY RIGHT OR INTEREST IN LAND ACQUIRED IN THE FUTURE**

**Contains floating charge(s) (floating charge covers all the property or
undertaking of the company).**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED
AS PART OF THIS APPLICATION FOR REGISTRATION IS A
CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MARCUS EVERETT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6529299

Charge code: 0652 9299 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd March 2023 and created by A G CRANES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd March 2023 .

Given at Companies House, Cardiff on 6th March 2023

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

Dated 2nd March 20 23

Debenture

BETWEEN
Alan Griffiths
—and—
A G Cranes Limited

DEBENTURE

We certify this to be a
True copy of the original

DATED 2nd DAY OF March 20 23


HCB SOLICITORS LIMITED

HCB SOLICITORS LIMITED
BRIDGE COURT
64 BRIDGE STREET
EVESHAM
WR11 4RY

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THIS DEBENTURE is made

2nd March

2023

BETWEEN:

- (1) A G Cranes Limited, a company incorporated and registered in England and Wales with company number 06529299 whose registered office is at Excalibur Offices Securehold Business Centre, Studley Road, Redditch, England, B98 7LG (the Company); and
- (2) ALAN GRIFFITHS of 6 Abbey Close, Alcester, Warwickshire, B49 5QW (the Lender),

(each of the Lender and the Company being a Party and together the Lender and the Company are the Parties).

RECITALS:

- A It is a condition precedent to the entry into of the Share Purchase Agreement that the Company provide security to the Lender to secure the payment and discharge of the Secured Liabilities.
- B The Company has agreed to create the security required by entering into this Debenture.
- D The Company is a subsidiary of Technical Cranes.

THE PARTIES AGREE:

1 Definitions and interpretation

1.1 In this Debenture, unless otherwise provided:

'Charged Assets'

means all the Land, assets, goodwill and undertakings of the Company present or future for the time being subject to the security interests created by this Debenture;

'Default Rate'

means 1% above the base rate of the Bank of England;

'Encumbrance'

means any mortgage, charge, pledge, lien or other security interest of any kind, and any right of set off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of the Company's business;

'Insurance'

means each contract or policy of insurance to which the Company is a party or in which it has an interest;

'Intellectual Property'

means copyright, patents, know-how, trade secrets, trade marks, trade names, the right to sue in passing off, design rights, get-up, database rights, customer lists, chip topography rights, mask works, utility models, domain names and all similar rights and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future, (v) to which the Company is or may be entitled and (vi) wherever existing and the benefit of any agreement or any licence for the use of any such right;

'Land'

means any right or interest in or over land wherever situated, including without limitation any buildings and fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by such person by virtue of the ownership, possession or occupation of land and/or all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Company or in which the Company holds an interest;

'Property'

means any right or interest in or over the property known as Securehold Business Centre, Studley Road, Redditch, Worcestershire, B98 7LG) that is owned by the Company or in which the Company otherwise holds an interest;

'Purchase Price'

has the meaning given to such term in the Share Purchase Agreement;

'Receiver'

means a receiver appointed pursuant to this Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and an administrative receiver (if the Lender is permitted to appoint such administrative receiver);

'Secured Liabilities'

means the liabilities of Technical Cranes to the Lender in connection with the payment of the Purchase Price under or pursuant to the Share Purchase Agreement;

'Securities'

means all right, title and interest of the Company, now or in the future, in any
(i) stocks;
(ii) shares; or

(iii) instruments creating or acknowledging any debt or other securities issued by any person;

'Security Period'

the period starting on the date of this debenture and ending on the day on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding;

'Share Purchase Agreement'

the share purchase agreement to be made between the Lender and Technical Cranes on the date of this Debenture and pursuant to which Technical Cranes will acquire certain shares in the issued share capital of the Company from the Lender; and

'Technical Cranes'

Technical Cranes Limited, a company incorporated and registered in England and Wales with company 01552256 whose registered office is at Technical Cranes Ltd Meadowbank Industrial Estate, Harrison Street, Rotherham, England, S61 1EE.

1.2 Unless the context otherwise requires:

- 1.2.1 each gender includes the others;
- 1.2.2 the singular and the plural are interchangeable;
- 1.2.3 references to clauses, Schedules or Appendices mean to clauses or Schedules of and Appendices to this Debenture;
- 1.2.4 references to this Debenture include its Schedule, as amended;
- 1.2.5 references to persons include individuals, unincorporated bodies, government entities, companies and corporations;
- 1.2.6 references to legislation include any modification or re-enactment thereof before the date of this Agreement.

2 Company's obligation to pay

- 2.1 The Company covenants with the Lender that it will pay and discharge to the Lender the Secured Liabilities on written demand when due.
- 2.2 The making of one demand under this Debenture will not stop the Lender making any further demands.
- 2.3 The Lender will not make any demand unless it is entitled to do so.

3 Creation of security

- 3.1 As continuing security for the payment and discharge of the Secured Liabilities, the Company charges to the Lender with full title guarantee:
 - 3.1.1 by way of first legal mortgage, all Land now owned by the Company;
 - 3.1.2 by way of first fixed charge, any right, title or interest which the Company has now or acquires in the future to any Land; and

- 3.1.3 by way of first floating charge the Company's bank accounts and other assets not otherwise effectively charged by clauses 3.1.1 and 3.1.3.
- 3.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.1.3.

4 Crystallisation

- 4.1 The floating charge created by clause 3.1.3 will crystallise into a fixed charge:
- 4.1.1 by notice in writing given by the Lender to the Company at any time after the security constituted by this Debenture becomes enforceable, specifying the Charged Assets over which the crystallisation will take effect, and if no Charged Assets are specified, the notice shall take effect over all the Charged Assets of the Company;
- 4.1.2 automatically and instantly without notice if the Company resolves, without the Lender's prior written consent, such consent not to be unreasonably withheld or delayed, to take or takes any step to dispose of any or all of the Charged Assets, except if such disposal is in the ordinary course of the Company's business; or
- 4.1.3 automatically and instantly without notice if any person resolves, without the Lender's prior written consent, such consent not to be unreasonably withheld or delayed, to take or takes any step to levy any distress, execution, sequestration or other process against any or all of the Charged Assets.
- 4.2 Any charge by the Company that has crystallised under clause 4.1 may, by notice in writing given at any time by the Lender to the Company, be reconverted into a floating charge in relation to the Charged Assets specified in the notice, and if no Charged Assets are specified, the notice shall take effect over all the Charged Assets of the Company.

5 Company's representation and warranties

The Company represents and warrants to the Lender as follows:

- 5.1 **Ownership:** The Company is the legal and beneficial owner of the Charged Assets free from any Encumbrance other than the Encumbrances created by this Debenture.
- 5.2 **Adverse claims and covenants:** The Company has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Assets and there are no covenants, agreements, conditions, interests, rights or other matters which may adversely affect the Charged Assets.
- 5.3 **Breach of law or regulation:** The Company has at all times complied in all material respects with all applicable laws and regulations and has not breached any law or regulation which would materially adversely affect the Charged Assets.
- 5.4 **Third party rights:** The Charged Assets are not subject to terms entitling a third party to terminate or limit the use of any facility necessary for the enjoyment and use of the Charged Assets.
- 5.5 **Overriding interests:** Nothing has arisen, has been created or is subsisting, which would be an overriding interest in any Land.
- 5.6 **Liquidation or administration:** No Encumbrance expressed to be created by this Debenture is liable to be avoided or otherwise set aside on the liquidation or administration of the Company or otherwise.

6 Company's undertakings and covenants

6.1 The Company covenants not, without the prior written consent of the Lender, such consent not to be unreasonably withheld or delayed, to:

- 6.1.1 other than in the ordinary course of its business, part with possession of, or transfer, sell, lease, assign or otherwise dispose of all or any of the Charged Assets, or attempt or agree to do so;
- 6.1.2 create, attempt to create or allow to subsist any mortgage, debenture, charge, pledge, lien (except a lien arising by operation of law in the ordinary course of trading) or other encumbrance to arise on or affect all or any of the Charged Assets;
- 6.1.3 permit any person to be registered as proprietor of any of the Charged Assets under the Land Registration Act 2002 or create or permit to arise any unregistered interest which overrides first registration affecting such property within Schedule 1 to that Act or to become entitled to any proprietary right or interest which might affect the value of any land fixtures or fixed plant and machinery charged by this Debenture; or
- 6.1.4 do or allow any act or omission which may prejudice in any material respect the value to the Lender of the Charged Assets,

provided always that nothing in this clause 6.1 or any other provision of this Debenture shall at any time prevent the Company from surrendering or otherwise disposing of its interests in, or any rights relating to, the Property on such terms as the Company, in its absolute discretion, may think fit, and in any such circumstances, the Lender shall do all acts and execute all documents that the Company considers to be necessary or desirable to give effect to such surrender or disposal.

6.2 The Company covenants that it will, unless, in any case, the Lender has given its written consent otherwise, such consent not to be unreasonably withheld or delayed:

- 6.2.1 carry on its business properly and efficiently and not materially change how it conducts its business;
- 6.2.2 supply to the Lender within the stated periods:
 - (a) a copy of its accounts for the last financial period within one week of approval and signature by the board of directors of the Company;
 - (b) a copy of its management accounts within two weeks of the end of each quarter of the Company's financial year; and
 - (c) such other information relating to the Company's business, assets and liabilities as the Lender may reasonably require;
- 6.2.3 notify the Lender in writing of any material breach of this Debenture or the Share Purchase Agreement immediately on it becoming aware of such breach;
- 6.2.4 get in and realise, in the ordinary course of business, all book and other debts and other assets charged under clause 3.1;
- 6.2.5 in relation to the Land part of the Charged Assets, observe all covenants, not enter into any onerous or restrictive obligation, effect or allow any development within the Town and Country Planning Acts, do, allow or omit anything infringing any statute or regulation and maintain and keep them in good and substantial repair;
- 6.2.6 maintain all plant, machinery, fixtures, fittings, vehicles, computers and office and other equipment part of the Charged Assets in good working order and condition;
- 6.2.7 in relation to the Intellectual Property part of the Charged Assets, observe all covenants and obligations and maintain and renew all relevant registrations, permits and licences;

- 6.2.8 institute, pursue and defend proceedings relating to the Charged Assets as reasonably required to protect their value;
- 6.2.9 at its own expense, keep insured any of the Charged Assets to their full replacement value, including professional fees and other expenses, with reputable insurers;
- 6.2.10 punctually pay all insurance premiums;
- 6.2.11 punctually pay all moneys due in respect of the Charged Assets; and
- 6.2.12 comply with all statutory, regulatory and other requirements applying to the Charged Assets except where actually or potentially adverse to the Lender's interest, when the Company will immediately consult the Lender and make or join the Lender in making such representations as the Lender may reasonably request.

7 Liability of Company

- 7.1 The Company's liability in respect of the Secured Liabilities shall not be discharged or prejudiced by:
 - 7.1.1 the renewal, determination, variation or increase of the Purchase Price under the Share Purchase Agreement or the acceptance or variation of any compromise, arrangement or settlement or the omission to claim or enforcement of payment from any other person by the Lender;
 - 7.1.2 any security, guarantee, indemnity, remedy or other right held by or available to the Lender being or becoming wholly or partially illegal, void or unenforceable on any ground; or
 - 7.1.3 any other act or omission (except where such act or omission is the Lender's act or omission) which but for this provision might have discharged or otherwise prejudiced the liability of the Company.
- 7.2 The Company may not require the Lender to:
 - 7.2.1 enforce any security or other right;
 - 7.2.2 claim any payment from; or
 - 7.2.3 otherwise proceed,against any other person before enforcing this Debenture against the Company.

8 Enforcement

The Lender may enforce this Debenture at any time after the occurrence of the non-payment, when due and owing, of any part of the Purchase Price.

9 Appointment, powers and removal of receivers

- 9.1 At any time after the security created by this Debenture becomes enforceable, the Lender may, on the giving of five business days' notice, appoint in writing any one or more persons to be a receiver or a receiver and manager. Where more than one Receiver is appointed, they will have the power to act separately (unless the appointment specifies otherwise).
- 9.2 The Lender may determine the remuneration of the Receiver.
- 9.3 The appointment of a Receiver will not preclude the Lender from appointing a subsequent Receiver over all or any of the Charged Assets whether the previously appointed receiver continues to act or not.

- 9.4 The Receiver will be the agent of the Company and the Company will be solely liable for the acts, defaults and remuneration of the Receiver unless and until the Company goes into liquidation, after which the receiver shall act as principal. In no event will the Receiver become the agent of the Lender.
- 9.5 The Receiver will have and be entitled to exercise all the powers set out in Schedule 1 and Schedule 2 to the Insolvency Act 1986 and the Law of Property Act 1925 and will also have the power, either in his name or in the name of the Company:
- 9.5.1 in connection with any sale or other disposition of the Charged Assets, to receive the consideration in a lump sum or in instalments and to receive shares and loan notes by way of consideration;
 - 9.5.2 to grant options, licences or any other rights whatsoever in the Charged Assets;
 - 9.5.3 to sever fixtures from, and to repair, improve and make any alterations to, the Charged Assets;
 - 9.5.4 to exercise any voting rights appertaining to the Company;
 - 9.5.5 to do all other acts and things which the Receiver may reasonably consider desirable or necessary for realising any Charged Assets or incidental or conducive to any of the rights, powers or discretion conferred on a Receiver under or by virtue of the Debenture; and
 - 9.5.6 to exercise in relation to any Charged Assets all the powers, authorities and things which he would be capable of exercising if he was absolute beneficial owner of the same.
- 9.6 Neither the Lender nor the Receiver will be liable to account as mortgagee in possession or otherwise for any money not actually received by the Lender or the Receiver.
- 9.7 Section 109 of the Law of Property Act 1925 will not apply to this Debenture or to any security it creates.
- 10 Powers of sale, leasing etc**
- 10.1 Section 103 of the Law of Property Act 1925 shall not apply to this Debenture but the statutory power of sale will as between the Lender and a purchaser arise on and be exercisable at any time after the execution of this Debenture but the Lender will not exercise such power unless the security created by this Debenture has become enforceable or after the appointment of a Receiver under clause 9.
- 10.2 The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender are extended to allow the Lender to grant or surrender leases of any land vested in the Company or in which it has an interest on such terms and conditions as the Lender may think fit, provided that the security constituted by this Debenture has become enforceable.
- 10.3 The statutory power of sale exercisable by the Lender is extended to allow the Lender to sever any fixtures from the land and sell them separately.
- 10.4 No person dealing with the Lender or a Receiver, its agents or delegates will be concerned with whether this Debenture has become enforceable, whether any power exercised or purported to be exercised has become exercisable, whether any of the Secured Liabilities remain due under this Debenture, as to the necessity or expediency of any stipulations and conditions subject to which the sale of any Charged Asset is made, as to the propriety or regularity of the sale of any Charged Asset or to see to the application of any money paid to the Lender or the Receiver or its agents or delegates and each dealing shall be deemed to be within the powers conferred by this Debenture and to be valid and effectual accordingly.
- 10.5 Section 93 of the Law of Property Act 1925 will not apply to this Debenture or to any security it creates.

11 Attorney

- 11.1 By way of security, the Company irrevocably appoints the Lender, whether or not a Receiver has been appointed, and any Receiver separately, as the Company's attorney with full power to appoint substitutes and to delegate in its name and on its own behalf and as its act and deed or otherwise at any time after this security has become enforceable to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document, or perform any act that may be required of the Company under this Debenture, or may be deemed by such attorney necessary or desirable for any purpose of this Debenture, or to enhance or perfect the security intended to be constituted by the Attorney or to convey or transfer legal ownership of any Charged Assets.
- 11.2 The Company will ratify and confirm all transactions entered into by the Lender or the Receiver in the proper exercise of their powers in accordance with this Debenture and all transactions entered into by the Lender or the Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, deed, assurance, document or act as aforesaid.

12 Application of moneys received

- 12.1 Any money received under this Debenture will, subject to the discharge of any prior-ranking claims, be paid or applied in the following order of priority:
- 12.1.1 in satisfaction of all costs, charges and expenses incurred and payments made by the Lender and/or the Receiver and of the reasonable remuneration of the Receiver;
 - 12.1.2 in or towards satisfaction of the Secured Liabilities; and
 - 12.1.3 as to the surplus, if any, to the person or persons entitled to it.
- 12.2 The Lender may, in its absolute discretion on or at any time or times after demand and pending the payment to the Lender of the whole of the Secured Liabilities, place and keep to the credit of a separate or suspense account any money received, recovered or realised by the Lender by virtue of this Debenture for so long and in such manner as the Lender may determine without any intermediate obligation to apply it in or towards the discharge of any of the Secured Liabilities.

13 Indemnity

- 13.1 The Company will indemnify the Lender against all and any costs, charges and expenses arising in relation to any proceedings referable to the Company brought against the Lender and/or the Receiver or to which the Lender and/or the Receiver may be joined whether as the plaintiff or defendant that relate to any of the Charged Assets.
- 13.2 The Company agrees that if it fails to pay any moneys in respect of the Charged Assets or to take (or not take) any action which might diminish the value of the Charged Assets to the Lender, the Lender may pay such monies or take such action and recover the cost from the Company.
- 13.3 Without prejudice to the generality of this clause, the costs recoverable by the Lender and/or any Receiver under this Debenture shall include:
- 13.3.1 all reasonable costs incurred by the Lender and the beneficiaries in preparing and administering this Debenture or perfecting the security created by it;

- 13.3.2 all reasonable costs, whether or not allowable on a taxation by the Court, of all proceedings for the enforcement of this Debenture or for the recovery or attempted recovery of the Secured Liabilities;
- 13.3.3 all money reasonably expended and all costs arising out of the exercise of any power, right or discretion conferred by this Debenture; and
- 13.3.4 all costs and losses arising from any default by the Company in the payment when due of any of the Secured Liabilities or the performance of its obligations under this Debenture.
- 13.4 Any overdue amounts secured by the Debenture will carry interest at the Default Rate. Interest will accrue on a day-to-day basis to the date of repayment in full and, if unpaid, will be compounded with quarterly rates on the Lender's usual quarter days. Interest shall continue to be charged and compounded on this basis after as well as before any demand or judgment.

14 Release

- 14.1 Subject to clause 14.2 below, following the payment of the Secured Liabilities the Lender will, at the request and cost of the Company, execute all documents as the Company may require to release the Charged Assets from the security constituted by this Debenture.
- 14.2 Any release, discharge or settlement between the Lender and the Company will be conditional upon no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise.

15 Continuing security

This Debenture will remain as continuing security in favour of the Lender, regardless of the settlement of any account or any other matter whatever and will be without prejudice and in addition to any and all other rights, remedies or security which is or are in place now or in the future in respect of any Charged Assets in favour of the Lender for the payment of the Secured Liabilities.

16 Miscellaneous

16.1 Survival

Notwithstanding termination of this Debenture, any provisions which have not been fully implemented or performed remain in full force and effect and will continue to bind, and to be enforceable against, the relevant party and will not be extinguished or affected by any other event or matter except a specific and duly authorised written waiver or release of the other party to this Debenture.

16.2 Variation

Variations to this Debenture will only have effect when agreed in writing.

16.3 Severability

The unenforceability of any part of this Debenture will not affect the enforceability of any other part.

16.4 Waiver

Unless otherwise agreed, no delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

16.5 Consent

Consent by a party, where required, will not prejudice its future right to withhold similar consent.

16.6 Further assurance

Each party will, at their own cost, do all further acts and execute all further documents necessary to give effect to this Debenture.

16.7 Rights of third parties

This Debenture is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

16.8 Assignment and subcontracting

Neither party may assign any of its or their rights or transfer any rights or obligations under this Debenture without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

16.9 Entire agreement

This Debenture and documents referred to in it represent the entire agreement between the parties and supersede all previous agreements, term sheets and understandings relating to the security to be provided for the Secured Liabilities.

16.10 Succession

This Debenture will bind and benefit each party's successors and assignees.

16.11 Counterparts

This Debenture may be signed in any number of separate counterparts. Each, when executed and delivered by a party, will be an original; all counterparts will together constitute one instrument.

17 Notices

17.1 Notices under this Debenture will be in writing and sent to the persons and addresses in clause 17.2. They may be given, and will be deemed received:

17.1.1 by first-class post: two business days after posting;

17.1.2 by airmail: seven business days after posting; or

17.1.3 by hand: on delivery.

17.2 Notices will be sent to the address of the Party as set out in this Debenture or such other address as a Party may inform the other in writing.

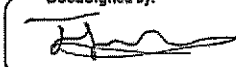
18 Governing law and jurisdiction

18.1 This Debenture is governed by the laws of England and Wales.

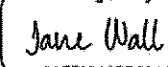
18.2 The parties will submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS WHERE OF the Parties have executed and delivered this Deed on the day and year first above written.

EXECUTED AND DELIVERED AS A DEED
BY A G CRANES LIMITED
ACTING BY JORDAN SIMPSON, A DIRECTOR,
In the presence of

DocuSigned by:

4A0511358D13465...

Witness Signature:

DocuSigned by:

8AF703A6BD2344A...

Witness Name:

Jane Wall

Witness Address:

9 Hall Farm Drive
Thurnscoe
Rotherham
South Yorkshire
S63 0JJ

Witness Occupation:

Group Accounts Manager

EXECUTED AND DELIVERED AS A DEED
BY ALAN GRIFFITHS
In the presence of

.....

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

EXECUTED AND DELIVERED AS A DEED
BY A G CRANES LIMITED
ACTING BY JORDAN SIMPSON, A DIRECTOR,
In the presence of

Witness Signature:



Witness Name:

Witness Address:

Witness Occupation:

EXECUTED AND DELIVERED AS A DEED
BY ALAN GRIFFITHS
In the presence of



Witness Signature:

Witness Name:

MARCUS JOSEPH

Witness Address:

HCB SOLICITORS LTD
BRIDGE COURT
64 BRIDGE STREET
EVESHAM
WR11 4RY

Witness Occupation:

Solicitor

