

MR01

Particulars of a charge



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

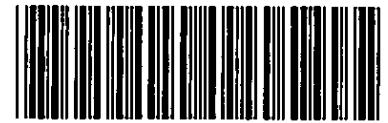
☐ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge
delivered outside of the 21 days it will be rejected unless it is accompanied
by a court order extending the time for delivery



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



A2J5DNGI

A11

17/10/2013

#137

COMPANIES HOUSE

THURSDAY

1 Company details

Company number 0 5 0 8 6 1 0 0

Company name in full James Brown Industries Limited

7 For official use

→ Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 1 0 1 0 2 0 1 3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Finance Wales Investments (6) Ltd

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4	Description	<p>Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security</p>	<p>Continuation page Please use a continuation page if you need to enter more details</p>
Description			

5	Fixed charge or fixed security	<p>Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
----------	---------------------------------------	---	--

6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
----------	------------------------	---	--

7	Negative Pledge	<p>Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
----------	------------------------	--	--

MR01

Particulars of a charge

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X



X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Tracey Jones

Company name Finance Wales Investments (6) Ltd

Address 3rd Floor, Oakleigh House

Park Place

Post town Cardiff

County/Region South Glamorgan

Postcode C F 1 0 3 D Q

Country UK

DX

Telephone 029 20338147



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5086100

Charge code: 0508 6100 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th October 2013 and created by JAMES BROWN INDUSTRIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th October 2013

P

Given at Companies House, Cardiff on 21st October 2013



Companies House



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

DATED

10th October 2013

- (1) JAMES BROWN INDUSTRIES LIMITED
- (2) FINANCE WALES INVESTMENTS (6) LIMITED

CHATELS MORTGAGE

Finance Wales PLC

I certify that, save for material redacted pursuant to s 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Signed 

Date 16/10/13

CHATTELS MORTGAGE dated 10th October 2013

PARTIES

- (1) **JAMES BROWN INDUSTRIES LIMITED** (Registered Number 05086100) whose registered office is at Index House, Ty Coch Way, Cwmbran Torfaen NP44 7HF ("the Mortgagor"), and
- (2) **FINANCE WALES INVESTMENTS (6) LIMITED** (Registered Number 6763979) whose registered office is at 3rd Floor, Oakleigh House, Park Place, Cardiff, CF10 3DQ ("FWIL").

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Chattels Mortgage defined terms shall have the following meanings

"Business Day"	a day other than Saturday or Sunday on which banks are generally open for business in London,
"Default Rate"	the interest rate charged to the Mortgagor by FWIL from time to time on the Secured Liabilities,
"Mortgaged Property"	the chattels specified in the Schedule together with all additions, alterations, accessories, replacements and renewals from time to time to such chattels and any component parts of such chattels from time to time held by the Mortgagor (whether or not attached),
"Secured Liabilities"	all monies, obligations and liabilities whether principal, interest or otherwise which may now or at any time in the future be due or owing or incurred by the Mortgagor to FWIL (whether actual or contingent and whether incurred alone or jointly with another as principal, guarantor, surety or otherwise and in whatever name or style) together with interest, charges and other expenses; and
"Security Period"	the period from the date of this Chattels Mortgage until all the Secured Liabilities have been irrevocably paid or discharged

1 2 In this Chattels Mortgage

- 1 2.1** clause headings are inserted for ease of reference only and shall not affect its interpretation;
- 1 2.2** unless stated otherwise references to clauses and to the schedule are references to clauses and to the schedule in this Chattels Mortgage,
- 1 2.3** any reference to any statute or any provision of any statute shall be construed as a reference to any statutory modification or re-enactment of such statute or provision and to any regulations or orders made under such statute or provision and from time to time in force,
- 1 2.4** any reference to any person includes that person's successors in title and assignees;
- 1 2.5** any reference to any document is a reference to that document as amended, varied, modified or replaced from time to time, and
- 1 2.6** references to any person are to be construed to include corporations, firms, companies, partnerships, individuals, associations, states and administrative and governmental and other entities whether or not a separate legal entity

2. COVENANT

The Mortgagor covenants to pay the Secured Liabilities when due

3. ASSIGNMENT

- 3 1** The Mortgagor with full title guarantee assigns to FWIL as security for the Secured Liabilities
 - 3 1.1** the Mortgaged Property; and
 - 3 1.2** the benefit of any guarantee, warranty or other obligation for the Mortgaged Property given or incurred by any manufacturer, supplier or other person and the benefit so far as enjoyed by the Mortgagor of all agreements for the maintenance, repair or upkeep of the Mortgaged Property.
- 3.2** The Mortgagor with full title guarantee charges by way of fixed charge in favour of FWIL all policies of insurance for the Mortgaged Property and all claims and moneys payable under such policies

- 3.3 FWIL will at the request and cost of the Mortgagor reassign the Mortgaged Property to the Mortgagor when the Secured Liabilities have been irrevocably paid

4. NEGATIVE PLEDGE

- 4.1 The Mortgagor undertakes to FWIL that at no time during the Security Period will the Mortgagor
- 4.1.1 sell, transfer, assign, lease, share possession of or otherwise dispose of the Mortgaged Property or any part of it, and
- 4.1.2 without the prior written consent of FWIL create, grant, extend or permit to subsist any mortgage, charge or encumbrance on or over the Mortgaged Property or any part of it

5. INSURANCE

- 5.1 The Mortgagor shall during the Security Period -
- 5.1.1 insure and keep insured the Mortgaged Property in an insurance office or with underwriters approved by FWIL against all usual comprehensive risks of loss or damage to the Mortgaged Property and on such terms as FWIL shall stipulate to the full reinstatement value with the interest of FWIL noted by endorsement on the policy/ies of insurance, and
- 5.1.2 duly and punctually pay all premiums and other monies payable under all such insurances and promptly upon request by FWIL produce evidence of payment; and
- 5.1.3 (if so required by FWIL) deposit all policies and other contracts of insurance for the Mortgaged Property or any part of it with FWIL or produce such documents to FWIL for inspection
- 5.2 If the Mortgagor fails to comply with any of its obligations under Clause 5.1 FWIL can affect or renew such insurances. The monies expended by FWIL effecting or renewing such insurances shall be reimbursed by the Mortgagor to FWIL on demand and until so reimbursed shall carry interest at the Default Rate
- 5.3 Subject to the rights of any prior mortgagee, all claims and monies received or receivable under any insurance referred to in Clause 5.1 shall be held by the Mortgagor in trust for FWIL and shall be applied by the Mortgagor in repaying or

reducing the Secured Liabilities, or, if FWIL shall so require, in repairing, replacing, restoring or rebuilding the property damaged or destroyed

6. REPAIR

6.1 The Mortgagor shall during the Security Period:

6.1.1 repair and keep in good and substantial repair the Mortgaged Property, and will not make any alterations to the Mortgaged Property, if as a result of such alterations, the value of the Mortgaged Property is reduced,

6.1.2 permit FWIL and any person authorised by it to enter upon any premises where the Mortgaged Property or any part of it is situated at any reasonable hour to view or survey the state and condition of all the Mortgaged Property,

6.1.3 immediately after being required to do so by FWIL make good any want of repair in the Mortgaged Property, and

6.1.4 immediately notify FWIL of the loss or destruction of or any damage to the Mortgaged Property

6.2 If at any time the Mortgagor shall fail to comply with any of its obligations under Clause 6.1 FWIL may enter the property where the Mortgaged Property or any part of it is situated, with agents appointed by it and contractors, workmen and others, and execute such works and do such other things as may in the opinion of FWIL be required to remedy such failure and take such other steps on or for the Mortgaged Property or any part of it (including without limitation the payment of money) as may in the opinion of FWIL be required to remedy such failure. The cost to FWIL of such works and steps shall be reimbursed by the Mortgagor to FWIL on demand and until so reimbursed shall carry interest at the Default Rate from the date of payment to the date of reimbursement. No exercise by FWIL of its powers under this Clause shall render FWIL liable to account as a mortgagee in possession

7. USE

7.1 The Mortgagor will not use or permit the Mortgaged Property to be used in contravention of any legislation or other provision or rule of law and will indemnify FWIL against all costs, expenses or losses incurred or suffered by FWIL directly or indirectly in connection with the Mortgaged Property or the use of it together with interest at the Default Rate until the date of payment

- 7.2 The Mortgagor will not annex the Mortgaged Property or any part of it to any premises if the result of the said annexure is that the Mortgaged Property might become a fixture or fixtures.

8. OUTGOINGS

The Mortgagor will at all times punctually pay the rent, rates, taxes and all other outgoings of whatsoever nature for the premises in which the Mortgaged Property is located from time to time and will at all times punctually pay all licence fees, duties and all other outgoings of whatsoever nature for the Mortgaged Property and will keep or cause the Mortgaged Property to be kept from being distrained for recovery of such payments or from being taken under any execution and will at all times on demand produce to FWIL the receipt for such payments FWIL may at its discretion discharge such sums and the Mortgagor shall repay such sums to FWIL on demand together with interest from the date of payment to the date of such reimbursement at the Default Rate

9. PLAQUE

During the Security Period the Mortgagor shall affix to or engrave on the Mortgaged Property a notice stating "this property is mortgaged to Finance Wales Investments (6) Limited" This notice is to be affixed or engraved in a prominent position on the Mortgaged Property and is to be of a size which is easily legible. Such notice is not to be obliterated, obscured or covered up and FWIL shall at all reasonable time have access to the Mortgaged Property to inspect, affix, repair or replace any notices or markings it may in its absolute discretion think necessary. Any costs incurred by FWIL under this Clause 9 shall be reimbursed by the Mortgagor to FWIL on demand and until so reimbursed shall carry interest at the Default Rate from the date of payment to the date of reimbursement

10. ENFORCEMENT

- 10.1 Section 103 of the Law of Property Act 1925 shall not restrict the exercise by FWIL of the statutory power of sale conferred on it by section 101 of such Act, which power shall arise on the execution of this Chattels Mortgage and may be exercised by FWIL at any time on any part of the Mortgaged Property after FWIL shall have demanded the payment or discharge by the Mortgagor of all or any of the Secured Liabilities and the provisions of the Law of Property Act 1925 concerning and regulating the exercise of the power of sale shall, so far as they relate to the security constituted by this Chattels Mortgage, be varied or extended accordingly.

- 10 2 Sub-section (1) of section 93 of the Law of Property Act 1925 shall not apply to this Chattels Mortgage.

11. RECEIVER

- 11 1 At any time after FWIL has demanded the payment or discharge by the Mortgagor of all or any of the Secured Liabilities, or if requested by the Mortgagor, FWIL may appoint one or more persons to be a Receiver or Receivers of the whole or any part of the Mortgaged Property. FWIL may.

11 1 1 remove any Receiver previously appointed under this Chattels Mortgage, and

11 1.2 appoint another person or persons as Receiver or Receivers, either in place of a Receiver so removed or who has otherwise ceased to act or to act jointly with a Receiver previously appointed Where there are joint Receivers each such Receiver shall be entitled to exercise all the powers and discretions conferred by this Chattels Mortgage or by statute on Receivers individually and to the exclusion of the other or others of them.

- 11 2 Every such appointment or removal of a Receiver, and every delegation, appointment or revocation by FWIL in the exercise of any right to delegate its powers or to revoke any such delegation contained in this Chattels Mortgage, shall be made either by deed or by instrument in writing under the hand of any officer of FWIL or any person authorised in writing in that behalf by any officer of FWIL.

- 11 3 Every Receiver for the time being holding office by virtue of such an appointment shall have (subject to any limitations or restrictions expressed in the deed or other instrument appointing him but notwithstanding any winding-up or dissolution of the Mortgagor) for the assets over which he is appointed power in the name and on behalf and at the cost of the Mortgagor to do anything which the Mortgagor himself could do or have done as an absolute owner and irrespective of any winding up or dissolution In addition and without prejudice to the generality of the foregoing every such Receiver shall (notwithstanding any winding-up or dissolution of the Mortgagor) have power to do all the following things, namely -

11.3 1 to take possession of (and for such purpose to enter upon any property of the Mortgagor) collect and get in the assets and/or income over which he was appointed,

11 3 2 to alter, improve, modify, refurbish or repair any property over which he was appointed;

- 11.3.3 to sell, or concur in selling, leasing or otherwise disposing of the whole or any part of any assets over which he was appointed,
- 11.3.4 to carry any sale, lease or other disposal of any assets into effect by conveying, transferring, assigning or leasing in the name of the Mortgagor and for that purpose to enter into covenants and other contractual obligations in the name of and so bind the Mortgagor,
- 11.3.5 to take any such proceedings as he shall think fit for any assets over which he was appointed in the name of the Mortgagor or otherwise,
- 11.3.6 to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- 11.3.7 to insure any such assets as he shall think fit or as FWIL shall direct and renew any insurances,
- 11.3.8 to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit including without prejudice to the generality of the foregoing power to employ his partners and firm,
- 11.3.9 to raise or borrow money from FWIL or any other person to rank for payment in priority to the security constituted by this Chattels Mortgage and with or without a mortgage or charge on the assets and/or income over which he was appointed or any part of such assets, and
- 11.3.10 to do all such other things as may seem to the Receiver to be incidental or conducive to any other power vested in him or to be conducive to the realisation of the security constituted by this Chattels Mortgage

The above powers shall be in addition to and without prejudice to any powers conferred on any Receiver by statute.

- 11.4 Every Receiver so appointed shall be deemed at all times and for all purposes to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for his acts and defaults and for the payment of his remuneration
- 11.5 Every Receiver so appointed shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and FWIL (or, failing such agreement, to be fixed by FWIL) appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted in accordance with his current practice

or the current practice of his firm and without being limited to the maximum rate specified in section 109 (6) of the Law of Property Act 1925

12. POWERS OF FWIL

At any time after having made demand for the payment or discharge of any of the Secured Liabilities FWIL itself shall be entitled to exercise the same powers as those conferred on any Receiver appointed under this Chattels Mortgage

13. FURTHER ASSURANCE AND POWER OF ATTORNEY

- 13.1 The Mortgagor shall immediately upon request by FWIL do all such acts and things and execute and sign all such documents as may be considered by FWIL to be requisite or expedient for perfecting, protecting or realising the security constituted under this Chattels Mortgage.
- 13.2 The Mortgagor irrevocably appoints FWIL and any Receiver appointed under this Chattels Mortgage jointly and also severally as the attorney of the Mortgagor to execute and sign all documents referred to in Clause 13.1 and to do any such other act or thing referred to in such documents on the Mortgagor's behalf.

14. THIRD PARTY

No purchaser or other person dealing with FWIL or its delegate or any Receiver appointed under this Chattels Mortgage shall be bound to see or inquire whether the right of FWIL or such Receiver to exercise any of its or his powers has arisen or has become exercisable or be concerned with any notice to the contrary or be concerned to see whether any delegation by FWIL shall have lapsed for any reason or been revoked

15. INDEMNITIES

All costs, charges and expenses of FWIL incurred in the exercise of any of FWIL's rights, or in connection with the execution of or otherwise for this Chattels Mortgage or in connection with the perfection or enforcement or attempted enforcement of the security constituted under this Chattels Mortgage shall be reimbursed to FWIL by the Mortgagor on demand on a full indemnity basis together with interest from the date such liabilities were incurred to the date of payment at the Default Rate

16. NOTICES

- 16.1 Any notice or demand to be served on the Mortgagor by FWIL under this Chattels Mortgage shall be in writing and may be served on any officer of the Mortgagor personally, or by letter addressed to the Mortgagor or to any of its officers and sent by fax or post to or left at its registered office or at anyone of its principal places of business
- 16.2 Any notice or demand sent by fax shall be deemed to have been served on the Mortgagor when FWIL receives confirmation of the transmission of the fax from the transmitting fax machine
- 16.3 Any notice or demand sent by post shall be deemed to have been served on the Mortgagor at noon on the first Business Day after the date of posting. In proving such service by post it shall be sufficient to show that the letter containing the notice or demand was properly addressed and posted and such proof of service shall be effective notwithstanding that the letter was in fact not delivered or was returned undelivered

17. MISCELLANEOUS

- 17.1 This Chattels Mortgage shall be in addition to and shall be independent of every other security which FWIL may at any time hold for any of the Secured Liabilities
- 17.2 Each of the provisions contained in this Chattels Mortgage shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of each of the remaining provisions of this Chattels Mortgage shall not in any way be affected, prejudiced or impaired as a result
- 17.3 FWIL shall have a full and unfettered right to assign the whole or any part of the benefit of this Chattels Mortgage
- 17.4 The Mortgagor certifies that its creation by this Chattels Mortgage in favour of FWIL does not contravene any of the provisions of its Memorandum and Articles of Association
- 17.5 Any certificate or statement by FWIL of the amount(s) owed by the Mortgagor to FWIL shall in the absence of manifest error be conclusive and binding for all purposes

17.6.1 No assurance, security or payment which may be avoided or adjusted under any enactment relating to bankruptcy or insolvency or under Part VI of the Insolvency Act 1986 or similar legislation binding on the Mortgagor in a jurisdiction other than England and Wales and no release, settlement or discharge given or made by FWIL on the faith of any such assurance, security or payment shall prejudice or affect the right of FWIL to recover from the Mortgagor (including the right to recover any moneys which it may have been compelled by due process of law to refund under the provisions of the Insolvency Act 1986 and any cost payable by it or otherwise incurred in connection with such process) or to enforce the security created by or in connection with this Chattels Mortgage to the full extent of all moneys and liabilities secured by this Chattels Mortgage

17.6.2 FWIL can retain the security created by this Chattels Mortgage for a period of 25 months after all the Secured Liabilities have been paid and discharged in full notwithstanding any release, settlement, discharge or arrangement given or made by FWIL on or as a consequence of such payment or termination of liability. If at any time within the period of 25 months after such payment or discharge a petition shall be presented to a court for an order for the winding up of the Mortgagor or any person ("the Principal Debtor") whose liabilities to FWIL have been guaranteed by the Mortgagor or an application is made to a court for an administration order for the Mortgagor or the Principal Debtor, or any person gives notice of its intention to appoint an administrator of the Mortgagor or of the Principal Debtor, or any person files with the court a notice of intention to appoint an administrator or a notice of appointment of an administrator of the Mortgagor or the Principal Debtor, or the Mortgagor or the Principal Debtor shall commence to be wound up or to go into administration or any analogous proceedings shall be commenced by or against the Mortgagor or the Principal Debtor, FWIL shall be at liberty to continue to retain such security for and during such further period as FWIL may determine. The Mortgagor agrees that in such event such security shall be deemed to have continued to have been held as security for the payment and discharge to FWIL of all the Secured Liabilities

18. GOVERNING LAW

This Chattels Mortgage shall be governed by and construed in accordance with English and Welsh law, and the Mortgagor irrevocably submits to the non-exclusive jurisdiction of the English and Welsh courts

This Chattels Mortgage has been executed as a Deed by the Mortgagor and under hand by FWIL on the date stated above

SCHEDULE

EQUIPMENT 1

DOOSAN LYNX 220B CNC LATHE EQUIPPED WITH DOOSAN-FANUC CNC CONTROL SYSTEM (MILLS REFERENCE NUMBER M20557)

EQUIPMENT 2

DOOSAN PUMA 2600Y CNC LATHE EQUIPPED WITH DOOSAN-FANUC CNC CONTROL SYSTEM WITH MANUAL GUIDE "I" (MILLS REFERENCE NUMBER M20430)

EQUIPMENT 3

DOOSAN VC510 VERTICAL MACHINING CENTRE EQUIPPED WITH DOOSAN-FANUC CNC CONTROL SYSTEM (MILLS REFERENCE NUMBER M20758)

EXECUTED AS A DEED (but not delivered)
until this Chattels Mortgage is dated by or)
on behalf of the Mortgagor) by)

JAMES INDUSTRIES LIMITED acting by)

Director

Director/Secretary

In the presence of
(Witness signature)

Name

STEPHEN ELIAS

Occupation

Address

Witness Signature (only required
if the Company is registered with
a sole Director as per the
Companies Act 2006)

SIGNED by)

for and on behalf of **FINANCE WALES**)
INVESTMENTS (6) LIMITED)

