

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT				
NATURE OF CONVEYANCE:	LICENSE				
CONVEYING PARTY DATA					
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>UH VENTURES LIMITED</td> <td>05/24/2013</td> </tr> </tbody> </table>		Name	Execution Date	UH VENTURES LIMITED	05/24/2013
Name	Execution Date				
UH VENTURES LIMITED	05/24/2013				
RECEIVING PARTY DATA					
Name:	ALPHASENSE LIMITED				
Street Address:	Sensor Technology House, 300 Avenue West Skyline 120				
Internal Address:	Great Notley, Braintree				
City:	Essex				
State/Country:	UNITED KINGDOM				
Postal Code:	CM77 7AA				
PROPERTY NUMBERS Total: 1					
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13881570</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13881570
Property Type	Number				
Application Number:	13881570				
CORRESPONDENCE DATA					
Fax Number:	5132416234				
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>					
Phone:	(513) 241-2324				
Email:	retienne@whe-law.com				
Correspondent Name:	David H. Brinkman				
Address Line 1:	441 Vine Street				
Address Line 2:	Suite 2700				
Address Line 4:	Cincinnati, OHIO 45202				
ATTORNEY DOCKET NUMBER:	UHHE-02US				
NAME OF SUBMITTER:	David H. Brinkman				
Signature:	/David H. Brinkman/				
Date:	07/08/2013				

OP \$40.00 13881570

Total Attachments: 52

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DATED

26 May

2013

UH VENTURES LIMITED

and

ALPHASENSE LIMITED

TECHNOLOGY LICENCE AGREEMENT

Taylor Vinters
Merlin Place
Milton Road
CAMBRIDGE
CB4 0DP

Tel: 01223 225181

Our Ref: PLF

THIS AGREEMENT is dated 24 May 2013

PARTIES

1 **UH VENTURES LIMITED**, a private limited company incorporated and registered in England with company number 02350584 whose registered office is at College Lane, Hatfield, AL10 9AB ("UHV").

2 **ALPHASENSE LIMITED** a private limited company incorporated and registered in England with company number 03264282 whose registered office is at Sensor Technology House, 300 Avenue West Skyline 120, Great Notley, Braintree, Essex, CM77 7AA ("Alphasense").

BACKGROUND

1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

AGREED TERMS

1 INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

1.1.1 **Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

1.1.2 **Confidential Information:** [REDACTED]

1.1.3 **Effective Date:** the date on which this agreement is entered into.

1.1.4 **Exploit:** to make, have made, import, sell, or offer for sale, supply or offer to supply, or otherwise dispose or offer to dispose of a product, and the word "Exploiting" and its derivatives shall be construed accordingly.

1.1.5 **Field:** [REDACTED]

1.1.6 **Group:** in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company, where a "holding company" and "subsidiary" shall be as defined in section 1159 of the Companies Act 2006.

1.1.7 **Improvement:** [REDACTED]

[REDACTED]

1.1.8 **IP Rights:** any and all legal means of establishing rights in and to ideas, inventions, discoveries, know-how, data, databases, designs, computer software, processes, principles, methods, techniques and other information (whether in the form of documentation, materials or otherwise), including patents, trade secrets, trade marks, service marks, trade names, registered designs, design rights, copyrights and any rights or property similar to any of the foregoing in any part of the world, whether registered or not, together with the right to apply for the registration of any such rights.

1.1.9 **Know-how:** [REDACTED]

1.1.10 **Know-how Transfer Period:** [REDACTED]

1.1.11 **Licensed Products:** [REDACTED]

1.1.12 [REDACTED]

1.1.13

Net Sales Price:

[REDACTED]

[REDACTED]

[REDACTED]

1.1.14

Patents: the patent applications, short particulars of which are set out in Schedule 1, and all corresponding patent applications, including any filed either from such patent applications or provisional applications or from an application claiming priority from any of these, along with all patents resulting from such applications.

1.1.15

Person Day: a seven and a half hour day worked by a single person between 9.00 am and 5.00 pm on a Business Day.

- 1.1.16 **Principal Researcher:** [REDACTED]
- 1.1.17 **Principal Researcher's Group:** [REDACTED]
[REDACTED]
[REDACTED]
- 1.1.18 **Quarterly Periods:** the periods of three months commencing on 1 January, 1 April, 1 July and 1 October respectively.
- 1.1.19 **Supply:** to let, lease, hire, sell, sell on hire purchase or otherwise supply or dispose of, or use for the benefit of a third party (and the word "Supplying" and cognate words shall be construed accordingly).
- 1.1.20 **Technology:** [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- 1.1.21 **Territory:** the world.
- 1.1.22 **University:** University of Hertfordshire Higher Education Corporation, a Higher Education Corporation created by the Education Reform Act 1988 whose principal place of business is at College Lane, Hatfield, AL10 9AB.
- 1.1.23 **VAT:** value added, sales, consumption, turnover or similar tax.
- 1.2 Clause and schedule headings shall not affect the interpretation of this agreement. The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules. References to clauses and schedules are to the clauses and schedules of this agreement.
- 1.3 Unless the context otherwise requires: (a) words in the singular include the plural and in the plural include the singular (b) a reference to one gender shall include a reference to the other genders.
- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; provided that, as between the parties, no such amendment, extension or re-enactment shall apply for the purposes of this agreement to the extent that it would

impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This clause does not, however, apply in relation to taxation. A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

1.5 Writing or written includes faxes but not e-mail.

1.6 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.7 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2 LICENCE

2.1 UHV hereby grants to Alphasense a licence under the Patents [REDACTED]

2.1.1 to make or have made the Licensed Products in the Territory;

2.1.2 to Supply the Licensed Products so made, in the Territory; and

2.1.3 to use, including develop, the Licensed Products so made itself, in the Territory.

2.2 The licence in clause 2.1 in respect of the Patents [REDACTED] shall be limited to the Field and shall be exclusive, [REDACTED]

2.3 [REDACTED]

[REDACTED]

2.4

[REDACTED]

2.5

[REDACTED]

2.6

[REDACTED]

2.7

[REDACTED]

[REDACTED]

2.8

[REDACTED]

3

ASSISTANCE DURING KNOW-HOW TRANSFER PERIOD

3.1

[REDACTED]

3.2

[REDACTED]

4

ASSISTANCE OUTSIDE KNOW-HOW TRANSFER PERIOD

4.1

[REDACTED]

4.2

[REDACTED]

5

QUALITY CONTROL AND MARKING AND PROMOTION

5.1

[REDACTED]

5.2

[REDACTED]

5.3

[REDACTED]

5.4

[REDACTED]

5.5

[REDACTED]

6

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7

CONFIDENTIALITY

7.1

[REDACTED]

7.1.1

[REDACTED]

7.1.2

[REDACTED]

7.1.3

[REDACTED]

[REDACTED]

7.2

[REDACTED]

7.2.1

[REDACTED]

7.2.2

[REDACTED]

7.2.3

[REDACTED]

7.2.4

[REDACTED]

7.2.5

[REDACTED]

7.3

[REDACTED]

7.4

[REDACTED]

8

RECORDAL OF LICENCE

8.1

[REDACTED]

8.2

[REDACTED]

9

PAYMENTS

9.1

[REDACTED]

9.2

[REDACTED]

[REDACTED]

9.3

[REDACTED]

9.4

[REDACTED]

9.5

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

9.6 [REDACTED]

9.6.1 [REDACTED]

9.6.2 [REDACTED]

9.6.3 [REDACTED]

9.6.4 [REDACTED]

9.6.5 [REDACTED]

9.6.6 [REDACTED]

9.7 [REDACTED]

9.8 [REDACTED]

[REDACTED]

9.9

[REDACTED]

9.10

[REDACTED]

9.10.1

[REDACTED]

9.10.2

[REDACTED]

9.10.3

[REDACTED]

9.10.4

[REDACTED]

9.10.5

[REDACTED]

9.10.6

[REDACTED]

9.10.7

[REDACTED]

[REDACTED]

9.11

[REDACTED]

[REDACTED]

9.12

[REDACTED]

9.13

[REDACTED]

10

PROTECTION OF THE PATENTS AND KNOW-HOW

10.1

[REDACTED]

10.1.1

[REDACTED]

10.1.2

[REDACTED]

10.1.3

[REDACTED]

10.1.4

[REDACTED]

10.1.5

[REDACTED]

10.1.6

[REDACTED]

10.1.7

[REDACTED]

10.1.8

[REDACTED]

10.2

[REDACTED]

10.2.1

[REDACTED]

10.2.2

[REDACTED]

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[REDACTED]

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[REDACTED]

10.2.5

[REDACTED]

10.2.6

[REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

[REDACTED]

10.7

[REDACTED]

10.8

[REDACTED]

[REDACTED]

10.9 [REDACTED]

10.10 [REDACTED]

10.10.1 [REDACTED]

10.10.2 [REDACTED]

10.10.3 [REDACTED]

10.10.4 [REDACTED]

10.10.5 [REDACTED]

10.10.6 [REDACTED]

10.10.7 [REDACTED]

10.10.8

[REDACTED]

10.10.9

[REDACTED]

10.10.10

[REDACTED]

11

LIABILITY INDEMNITY AND INSURANCE

[REDACTED]

[Redacted]

11.1 [Redacted]

11.1.1 [Redacted]

11.1.2 [Redacted]

11.1.3 [Redacted]

11.1.4 [Redacted]

11.1.5 [Redacted]

11.2 [Redacted]

11.3 [Redacted]

11.4 [Redacted]

[REDACTED]

11.4.1

[REDACTED]

11.4.2

[REDACTED]

11.4.3

[REDACTED]

11.4.4

[REDACTED]

11.5

[REDACTED]

11.6

[REDACTED]

11.7

[REDACTED]

12

ADDITIONAL ALPHASENSE OBLIGATIONS

12.1

[REDACTED]

12.1.1

[REDACTED]

[REDACTED]
12.1.2

12.1.3

13

SUB-LICENSING

13.1

13.1.1

13.1.2

13.1.3

14

SUBCONTRACTING

14.1

14.1.1

14.1.2

[REDACTED]

15

ASSIGNMENT AND OTHER DEALINGS

15.1

[REDACTED]

15.2

[REDACTED]

15.3

[REDACTED]

15.4

[REDACTED]

16

DURATION AND TERMINATION

16.1 This agreement shall come into force on the Effective Date and, unless terminated earlier in accordance with clauses 16.2, 16.3 or 16.4, or clause 30.4, shall remain in force until the later of:

16.1.1 the expiry of all the Patents and there is no possibility of any applications in the Patents proceeding to grant; and

16.1.2 the twentieth anniversary of the Effective Date.

16.2

[REDACTED]

16.2.1

[REDACTED]

16.2.2

[REDACTED]

16.2.3

[REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

16.2.7

[REDACTED]

16.2.8

[REDACTED]

16.2.9

[REDACTED]

16.2.10

[REDACTED]

16.3

[REDACTED]

16.4

[REDACTED]

16.5

[REDACTED]

17

EFFECT OF TERMINATION

17.1

[REDACTED]

17.1.1

17.1.2

17.1.3

17.1.4

17.1.5

17.1.6

17.2

17.3

[REDACTED]

18

FURTHER ASSURANCE

At the other party's expense each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required by the other party for the purpose of giving full effect to this agreement.

19

WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

20

ENTIRE AGREEMENT

20.1

This agreement and the documents referred to in it constitute the whole agreement between the parties and supersede any previous agreement between the parties relating to its subject matter.

20.2

Each of the parties acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether negligently or innocently made) other than as expressly set out in this agreement.

20.3

Nothing in this clause shall limit or exclude any liability for fraud.

21

VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

22 SEVERANCE

22.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

22.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

23 COUNTERPARTS

23.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement. Each counterpart shall constitute an original of this agreement, but all counterparts together shall constitute a single agreement.

23.2 Transmission of the executed signature page of a counterpart of this agreement by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

23.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

24 THIRD PARTY RIGHTS

Except as expressly provided for under this agreement, no person other than a party to this agreement, and their respective successors and permitted assigns, shall have any rights to enforce any term of this agreement. No third party who has any such rights to enforce a term of this agreement shall be entitled to object to or require their consent to

any amendment of this agreement, whether or not affecting such rights. University may enforce any term of this agreement.

25 NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other party, nor authorise either party to make or enter into any commitments for or on behalf of the other party.

26 FORCE MAJEURE

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, and in such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 3 months, the party not affected may terminate this agreement by giving 30 days' written notice to the other party.

27 NOTICES

27.1 Any notice required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice at its address as set out below:

27.1.1 UHV: [REDACTED]
[REDACTED]
[REDACTED]

27.1.2 Alphasense: [REDACTED]
[REDACTED]

or as otherwise specified by the relevant party by notice in writing to each other party.

27.2 Any notice shall be deemed to have been duly received:

27.2.1 if delivered personally, when left at the address and for the contact referred to in this clause;

- 27.2.2 if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
- 27.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipts is signed.
- 27.3 A notice required to be given under this agreement shall not be validly given if sent by e-mail.
- 27.4 The provisions of this clause 27 shall not apply to the service of any proceedings or other documents in any legal action.

28 INADEQUACY OF DAMAGES

Without prejudice to any other rights or remedies that each party may have, both parties acknowledge and agree that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the other. Accordingly, the party not in breach shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

29 DISPUTE RESOLUTION PROCEDURE

- 29.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it ("**Dispute**") then, except as expressly provided in this agreement, the parties shall follow the dispute resolution procedure set out in this clause:
- 29.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documentation. On service of the Dispute Notice the CEO's of the parties shall attempt in good faith to resolve the Dispute;
- 29.1.2 if the CEO's of the parties are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing ("**ADR notice**") to the other party requesting mediation. A copy of the ADR notice should be sent to CEDR Solve. The

mediation will start not later than 30 days after the date of the ADR notice. Unless otherwise agreed by the parties, the place of mediation shall be nominated by the mediator.

29.2 No party may commence any court proceedings in relation to any dispute arising out of this agreement until 30 days after the appointment of a mediator, provided that the right to issue proceedings is not prejudiced by a delay.

30 ANTI BRIBERY

30.1 [REDACTED]

30.2 [REDACTED]

30.3 [REDACTED]

30.4 [REDACTED]

31 GOVERNING LAW AND JURISDICTION

31.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

31.2 The parties irrevocably agree that the courts of England and Wales shall have non- exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1

THE PATENTS & LICENSED SOFTWARE

Patents:

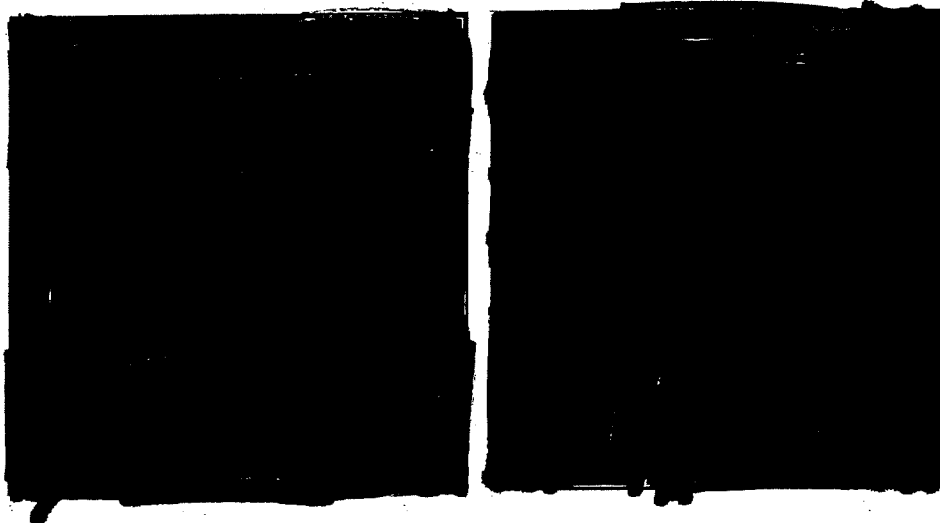
Country	Publication no	Application no	Date filed	Date granted	Title
GB	2474235	0917444.2	6 October 2009		A Low Cost Apparatus and Method for the Detection of a Fluid-Borne Particle
GB	2484930	1018046.1	26 October 2010		An improved Low Cost Apparatus and Method for the Detection of a Fluid-Borne Particle
PCT	WO 2012/05621 7	PCT/GB11/052028	19 October 2011		An improved Low Cost Apparatus and Method for the Detection of a Fluid-Borne Particle

Licensed Software:

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

SCHEDULE 2

[REDACTED]

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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]
[REDACTED]

SCHEDULE 3

[REDACTED]

[REDACTED]

[REDACTED]

1 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

2 [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

1 [REDACTED]
[REDACTED]

2 [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

1 [REDACTED]

1.1 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

1.2 [REDACTED]
[REDACTED]

1.3 [REDACTED]

1.4 [REDACTED]

1.5 [REDACTED]

2 [REDACTED]

2.1 [REDACTED]

3 [REDACTED]

3.1 [REDACTED]

4 [REDACTED]

4.1 [REDACTED]

4.2 [REDACTED]

Small have no right of...

[REDACTED]

4.3

[REDACTED]

4.4

[REDACTED]

4.5

[REDACTED]

4.6

[REDACTED]

4.7

[REDACTED]

4.8

[REDACTED]

[REDACTED]

[REDACTED]

.....

.....

[REDACTED]

[REDACTED]

.....

.....

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

.....

[REDACTED]

.....

.....

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

.....

[REDACTED]

[REDACTED]

.....

.....

.....

.....

.....

.....

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

SCHEDULE 4

[REDACTED]

Russ Water

SIGNED by)

for and on behalf of UH)
Ventures Limited in the)
presence of:

Witness signature:

Paulie Ashworth

Witness name:

P J ASHWORTH

Witness address:

UNIVERSITY OF HERFORDSHIRE

Witness occupation

SECRETARY

SIGNED by)

for and on behalf of)
Alphasense in the presence)
of:

Witness signature:

Witness name:

Witness address:

Witness occupation

SIGNED by)
)
for and on behalf of UH)
Ventures Limited in the
presence of:

Witness signature: _____
Witness name: _____
Witness address: _____

Witness occupation _____

SIGNED by
for and on behalf of
Alphasense in the presence
of:

} *[Handwritten Signature]*
} John Saffell

Witness signature: S Ramsdale
Witness name: SIMON RAMSDALE
Witness address: 300 AVENUE WEST
SKYLING 120
GREAT NOTLEY, CM77 7AA
Witness occupation ACCOUNTANT