



**Registration of a Charge**

Company name: **ABBEY WOOD COURT PROPERTY LIMITED**

Company number: **12374122**

Received for Electronic Filing: **02/06/2020**



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**Details of Charge**

Date of creation: **27/05/2020**

Charge code: **1237 4122 0001**

Persons entitled: **BIRMINGHAM CITY COUNCIL**

Brief description: **A FIXED AND FLOATING CHARGE OVER ALL ESTATES IN LAND, CHATTELS, BOOK DEBTS, INTELLECTUAL PROPERTY AND GOODWILL. FOR FURTHER DETAILS PLEASE SEE THE INSTRUMENT.**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**C RODRIGUES**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 12374122

Charge code: 1237 4122 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th May 2020 and created by ABBEY WOOD COURT PROPERTY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd June 2020 .

Given at Companies House, Cardiff on 3rd June 2020

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

## Debenture

**THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE LENDER IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED.**

Date: 27 May 2020

**Definitions used in the Facility Letter (defined below) shall unless otherwise stated or defined in this deed have the same meaning where used in this deed. In addition, the definitions below will apply to this deed**

<b>Lender:</b>	Birmingham City Council
<b>Borrower:</b>	Armighorn Capital Limited (Company Number 11583495)
<b>Company:</b>	Abbey Wood Court Property Limited (Company Number: 12374122)
<b>Conditions:</b>	has the meaning given to that expression in the Facility Letter, as amended or varied by the Facility Letter
<b>Cross Guarantee:</b>	has the meaning given to that expression in the Facility Letter
<b>Enforcement Event:</b>	the occurrence of any one or more of the events specified in clause 17 (Events of Default) of the Conditions or the Lender making demand on the Company under the Cross Guarantee
<b>Expenses:</b>	all expenses (on a full indemnity basis) incurred by the Lender or any Receiver at any time in connection with the Property or the Secured Liabilities or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred
<b>Facility Letter</b>	the facility letter addressed to the Borrower dated 2020 dealing with the provision of the loan facilities secured by this deed
<b>Interest:</b>	interest at the same rate(s) as are charged to the Borrower by the Lender from time to time in respect of any failure by the Borrower to discharge its obligations under the Facility Letter
<b>Intellectual Property Rights:</b>	the Company's present and future patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
<b>ITA</b>	Income Tax Act 2007

<b>Permitted Security</b>	has the meaning given to that expression in the Facility Letter
<b>Property:</b>	the whole and any part of the undertaking property and assets of the Company charged by Clause 1
<b>Receiver:</b>	an administrative receiver, receiver and manager or other receiver appointed pursuant to this deed in respect of the Company or over all or any of the Property charged by or pursuant to this deed
<b>Registered Land:</b> (state none if not applicable)	None
<b>Required Currency:</b>	the currency or currencies in which the Secured Liabilities are expressed from time to time
<b>Secured Liabilities:</b>	all present and future monies, obligations and liabilities of the Company to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, including but not limited to the Facility Letter and or this deed together with all Interest (including, without limitation, default interest) and Expenses accruing in respect of those monies, obligations or liabilities.
<b>Security:</b>	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect

## **Interpretation**

Any reference in this deed to:

- (a) statutes, statutory provisions and other legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation;
- (b) "including" shall not be construed as limiting the generality of the words preceding it;
- (c) any clause, paragraph or schedule shall be construed as a reference to the clauses in this deed, any schedule to this deed and the paragraphs in such schedules;
- (d) any term or phrase defined in the Companies Act 2006 (as amended from time to time) shall bear the same meaning in this deed;
- (e) words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- (f) this deed and to any provisions of it or to any other document referred to in this deed shall be construed as references to it in force for the time being and as amended, varied, supplemented, restated, substituted or novated from time to time;
- (g) a person is to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or any agency of a state, whether or not a separate legal entity;
- (h) any person is to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;

- (i) any word or phrase includes all derivations thereof;
- (j) any "associated person" means, in relation to a person, a person who is either acting in concert (as defined in the City Code on Takeovers and Mergers) with that person or is a connected person (as defined in section 993 (as supplemented by section 994) of the ITA) of that person;
- (k) clause headings are for ease of reference only and are not to affect the interpretation of this deed

#### **Charge**

- 1. The Company covenants to discharge on demand when due and payable the Secured Liabilities and as a continuing security for such discharge and with full title guarantee charges to the Lender:-
  - 1.1 By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company including any Registered Land
  - 1.2 By way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property charged by Clause 1.1
  - 1.3 By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company
  - 1.4 By way of fixed charge all the plant and machinery vehicles and computer equipment of the Company present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts
  - 1.5 By way of fixed charge all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business
  - 1.6 By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company
  - 1.7 By way of fixed charge all the goodwill and uncalled capital of the Company present and future
  - 1.8 By way of fixed charge all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same
  - 1.9 By way of fixed charge all stocks shares and other securities held by the Company present and future (except those charged by Clause 1.8) and all income and rights derived from or attaching to the same
  - 1.10 By way of fixed charge all Intellectual Property Rights choses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property.
  - 1.11 By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any future transaction or treasury instrument made with the Lender or any third party
  - 1.12 By way of fixed charge all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Clause 9.2
  - 1.13 By way of fixed charge all funds standing to the credit of the Company from time to time on any account with the Lender or any other bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with Clause 9.2 Provided that the Lender may without prejudice to this deed permit the Company to make withdrawals from time to time

- 1.14 By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under this deed

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the charges created by or pursuant to this deed

### **Restrictions**

- 2.1 The Company will not without the previous written consent of the Lender:-
- 2.1.1 Create or permit to arise any mortgage charge or lien on the Property other than the Permitted Security
- 2.1.2 Dispose of the Property charged by Clauses 1.1 to 1.13 inclusive other than-
- 2.1.2.1 assets charged by clause 1.4 or clause 1.5 in exchange for other assets (excluding cash) comparable or superior as to type, value and quality;
- 2.1.2.2 assets charged by clause 1.4 or clause 1.5 which are obsolete or redundant in exchange for cash.
- 2.1.3 Deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company will not realise its book debts and other debts by means of block discounting factoring or the like
- 2.1.4 Dispose of the Property charged by Clause 1.14 other than in the ordinary course of business
- 2.1.5 Grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it
- 2.2 If the Lender does consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or chargee. In the case of Registered Land this will require registration and will be a public document
- 2.3 The Company applies and agrees that the Lender may apply for a restriction to be entered on the Register of any Registered Land that no disposition of the Registered estate by the proprietor(s) of the Registered estate or by the proprietor(s) of any Registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge created by this deed in favour of the Lender referred to in the Charges Register

### **Clawback**

- 3.1 If the Lender considers that an amount paid by the Company in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Company or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

### **Liability of the Company**

- 4.1 The Company's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:
- 4.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- 4.1.2 the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or

4.1.3 any other act or omission that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of the Company.

- 4.2 The Company waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Company.

### **Representations and Warranties**

- 5.1 The Company makes the representations and warranties set out in this clause 5 to the Lender.
- 5.2 The Company is the sole legal and beneficial owner of the Property
- 5.3 The Property is free from any Security other than Permitted Security and the Security created by this deed.
- 5.4 The Company has not received, or acknowledged notice of, any adverse claim by any person in respect of the Property or any interest in it.
- 5.5 There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Property.
- 5.6 There is no breach of any law or regulation that materially and adversely affects the Property.
- 5.7 No facility necessary for the enjoyment and use of the Property is subject to terms entitling any person to terminate or curtail its use.
- 5.8 Nothing has arisen, has been created or is subsisting, that would be an overriding interest in any Property.
- 5.9 No Security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Company or otherwise.
- 5.10 There is no prohibition on assignment in any insurance policy and the entry into this deed by the Company does not, and will not, constitute a breach of any policy of insurance or any other agreement or instrument binding on the Company or its assets.

### **Intellectual Property Rights Covenants**

- 6.1 The Company shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property Rights including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings.
- 6.2 The Company shall use all reasonable efforts to register applications for the registration of any Intellectual Property Rights, and shall keep the Lender informed of all matters relating to each such registration.
- 6.3 The Company shall not permit any Intellectual Property Rights to be abandoned, cancelled or to lapse.

### **Insurance**

- 8.1 The Company will keep comprehensively insured to the Lender's reasonable satisfaction all of the Property which is of an insurable nature for its full reinstatement cost and in default the Lender may enter and effect such insurance (without becoming liable to account as mortgagee in possession)
- 8.2 The Company will hold in trust for the Lender all money received under any insurance of the Property and at the Lender's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Secured Liabilities



## **Deeds Securities and Debts**

- 9.1 The Company will from time to time deposit with the Lender all insurance policies (or where the Lender agrees copies of them) deeds and documents of title relating to the Property
- 9.2 The Company will on instruction from the Lender pay into the Company's account with such bank as the Lender may specify from time to time all money which the Company may receive in respect of the Company's book debts and other debts

## **Repair and Alteration**

- 10.1 The Company will keep the Property charged by Clauses 1.1 to 1.5 inclusive in good condition and the Lender may enter and inspect and in default effect repairs (without becoming liable to account as mortgagee in possession)
- 10.2 The Company will not without the prior written consent of the Lender make any alteration to the Property charged by Clauses 1.1 and 1.2 which would require planning permission or approval under any building regulations

## **Notice of Crystallisation**

- 11.1 The Lender may, in its sole discretion, at any time and by written notice to the Company convert the floating charge into a fixed charge as regards any of the property assets and rights of the Company present and future not subject to a fixed charge under this deed. Following such a notice the Company shall not dispose of any of such Property which is included in the notice without the prior written consent of the Lender
- 11.2 Any asset acquired by the Company after any crystallisation of the floating charge created under this deed that, but for that crystallisation, would be subject to a floating charge under this deed, shall (unless the Lender confirms otherwise to the Company in writing) be charged to the Lender by way of first fixed charge.

## **Powers of the Lender**

- 12.1 The Lender may without restriction grant or accept surrenders of leases of the Company's freehold and leasehold property or any part of it
- 12.2 Section 103 of the Law of Property Act 1925 shall not apply and the Lender may exercise its power of sale (such power of sale arising at any time after the date of this deed) and other powers under that or any other Act or this deed at any time after the occurrence of an Enforcement Event
- 12.3 The Lender may at any time following the occurrence of an Enforcement Event, under the hand of any official or manager or by deed, appoint or remove a Receiver or Receivers of the Property and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Company and the Company shall be solely responsible for the Receiver's acts defaults and remuneration
- 12.4 The Lender may at any time following the occurrence of an Enforcement Event, under the hand of any official or manager, appoint an administrator of the Company
- 12.5 All or any of the powers conferred on a Receiver by Clause 14 may be exercised by the Lender without first appointing a Receiver or notwithstanding any appointment
- 12.6 The Lender will not be liable to account to the Company as mortgagee in possession for any money not actually received by the Lender
- 12.7 Section 93(1) of the Law of Property Act 1925 shall not apply to this deed
- 12.8 The Lender may as it thinks fit exercise any rights attaching to the Property charged by Clauses 1.8 and 1.9 for the purpose of preserving the value of or realising such Property but otherwise the

Lender will (prior to an Enforcement Event) only exercise such rights in accordance with the Company's instructions

- 12.9 In addition to any lien or right to which the Lender may be entitled by law the Lender may from time to time without notice and both before and after demand set off the whole or any part of the Secured Liabilities which are due and payable but unpaid against any deposit or credit balance on any account of the Company with the Lender (whether or not that deposit or balance is due to the Company)
- 12.10 Despite any term to the contrary in relation to any deposit or credit balance on any account of the Company with the Lender that deposit or balance will not be capable of being assigned dealt with mortgaged or charged and will not be repayable to the Company before all the Secured Liabilities have been discharged but the Lender may without prejudice to this deed permit the Company to make withdrawals from time to time
- 12.11 The Lender may exchange or convert to the Required Currency any currency held or received

#### **When Security becomes enforceable**

- 13.1 The Security constituted by this deed shall become immediately enforceable if an Enforcement Event occurs.
- 13.2 At any time after the Lender has demanded payment of the Secured Liabilities or if the Company defaults in the performance of its obligations under this deed, the Company will allow the Lender or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any and all Property and for that purpose to enter on any premises where Property is situated (or where the Lender or a Receiver reasonably believes Property to be situated) without incurring any liability to the Company for, or by any reason of, that entry.
- 13.3 At all times, the Company must use its best endeavours to allow the Lender or its Receiver access to any premises for the purpose of clause 13.2 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

#### **Receivers**

- 14.1 Any Receiver appointed by the Lender shall (in addition to all powers conferred on such Receiver by law) have the following powers which in the case of joint Receivers may be exercised jointly or severally:-
- 14.1.1 To take possession of and generally manage the Property and any business of the Company
- 14.1.2 To carry out on any freehold or leasehold property of the Company any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment
- 14.1.3 To purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land
- 14.1.4 To sell lease surrender or accept surrenders of leases charge or otherwise deal with or dispose of the Property without restriction including (without limitation) power to dispose of any fixtures separately from the land
- 14.1.5 To carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Company
- 14.1.6 To take continue or defend any proceedings and enter into any arrangement or compromise
- 14.1.7 To insure the Property and any works and effect indemnity insurance or other similar

insurance and obtain bonds and give indemnities and security to any bondsmen

14.1.8 To call up any uncalled capital of the Company with all the powers conferred by the articles of association of the Company in relation to calls

14.1.9 To employ advisers consultants managers agents workmen and others

14.1.10 To purchase or acquire materials tools equipment goods or supplies

14.1.11 To borrow any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of any of his powers

14.1.12 To do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property

- 14.2 A Receiver shall apply all money the Receiver receives first in repayment of all money borrowed by the Receiver and the Receiver's expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925

#### **Power of Attorney**

- 15.1 The Company irrevocably appoints the Lender and any Receiver severally to be the attorney of the Company (with full power of substitution and delegation) in the Company's name and on the Company's behalf and as the Company's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Lender or any Receiver pursuant to this deed or the exercise of any of their powers
- 15.2 The Company ratifies, confirms and agrees to ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers

#### **Appropriation**

- 16.1 Subject to Clause 16.2 the Lender may appropriate all payments received for the account of the Company in reduction of any part of the Secured Liabilities as the Lender decides
- 16.2 The Lender may open a new account or accounts upon the Lender receiving actual or constructive notice of any charge or interest affecting the Property. Whether or not the Lender opens any such account no payment received by the Lender after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Secured Liabilities outstanding at the time of receiving such notice

#### **Preservation of other Security and Rights and Further Assurance**

- 17.1 This deed is in addition to any other security present or future held by the Lender for the Secured Liabilities and shall not merge with or prejudice such other security or any contractual or legal rights of the Lender
- 17.2 The Company will at its own cost at the Lender's request execute any deed or document and take any action required by the Lender to perfect this security or further to secure on the Property the Secured Liabilities, including the execution of any security or other document (in such form as the Lender may reasonably require), the giving of any notice and the making of any registration which the Lender may think expected.

#### **Costs and Indemnity**

- 18.1 The Company shall, within five Business Days of demand, pay to, or reimburse, the Lender and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender or any Receiver in connection with:

18.1.1 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or a Receiver's rights under this deed; or

18.1.2 taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of the Company) at the rate and in the manner specified in the Facility Letter in respect of any failure by the Borrower to discharge its obligations under the Facility Letter.

18.2 The Company shall indemnify the Lender and each Receiver, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

18.2.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Property;

18.2.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or

18.2.3 any default or delay by the Company in performing any of its obligations under this deed.

Any past or present employee or agent may enforce the terms of this clause 18.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

#### **Memorandum and Articles of Association**

19 The Company certifies that the Company's entry into, the security created under and performance of its obligations under this deed do not contravene the Company's constitutional documents

#### **Notices**

20.1 Any notice or demand by the Lender may be served personally on any director or the secretary of the Company or may be sent by post or e-mail or delivered to the Company at the Company's address or e-mail address last known to the Lender

20.2 A notice or demand by the Lender by post shall be deemed served on the day after posting

20.3 A notice or demand by the Lender by e-mail shall be deemed served at the time of sending

#### **Assignment and Transfer**

21.1 At any time, without the consent of the Company, the Lender may assign or transfer any or all of its rights and obligations under this deed.

21.2 The Lender may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Company, the Property and this deed that the Lender considers appropriate.

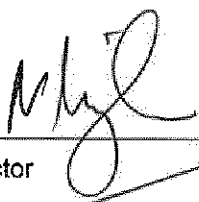
21.3 The Company may not assign any of its rights, or transfer any of its rights or obligations, under this deed.


#### **Governing Law and Jurisdiction**

22 This deed shall be governed by and construed in accordance with English law and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim

In Witness of which this deed has been duly executed

**SIGNED** and **DELIVERED** as a deed by  
**ABBEY WOOD COURT PROPERTY LIMITED**  
acting by two directors

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director

The **COMMON SEAL** of  
**BIRMINGHAM CITY COUNCIL**  
was affixed to this **DEED**  
(which is not delivered until the date hereof)

In the presence of:

Authorised Signatory

In Witness of which this deed has been duly executed

**SIGNED** and **DELIVERED** as a deed by  
**ABBAY WOOD COURT PROPERTY LIMITED**  
acting by two directors

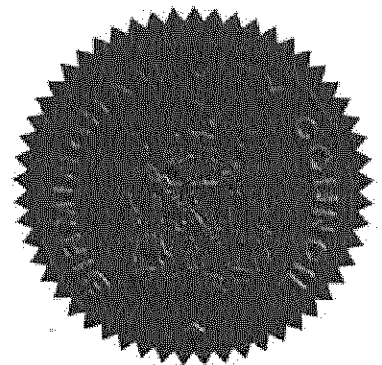
\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

The **COMMON SEAL** of  
**BIRMINGHAM CITY COUNCIL**  
was affixed to this **DEED**  
(which is not delivered until the date hereof)

In the presence of:

Authorised Signatory



164 720