

015636/13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

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 with
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

SATURDAY



A2MPPB6J

A03

07/12/2013

#4

COMPANIES HOUSE

1 Company details

Company number 06533247

Company name in full A A CONSTRUCTION (NORTH EAST) LIMITED

→ 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 06/12/2013 ✓

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 ✓ CAROL ATTARCHIAN

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

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

Continuation page

Please use a continuation page if you need to enter more details

Description

✓ FORMER SITE OF PELTON FELL WORKMEN'S CLUB, PELTON FELL, DH2 2RW TOGETHER WITH THE FORMER SITE OF THE COLLIERY INN, FRONT STREET, PELTON FELL DH2 2RW WITH LAND AND BUILDINGS ON THE NORTH SIDE OF FRONT STREET, PELTON FELL

5

Fixed charge or fixed security

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

✓ ☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

✓ ☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

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

☐ Yes

✓ ☒ No

06/12/2013

MR01

Particulars of a charge

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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

A O

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 **ZENA WARBURTON**

Company name **LONGDEN WALKER + REMCY**

Address **14 JOHN STREET**

Post town **SUNDERLAND**

County/Region **Tyne And Wear**

Postcode **S R 1 1 H 2**

Country **UK**

DX **60718 Sunderland**

Telephone **091 5666500**



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: 6533247

Charge code: 0653 3247 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th December 2013 and created by AA CONSTRUCTION (NORTH EAST) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th December 2013

Dm

Given at Companies House, Cardiff on 11th December 2013



Companies House



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

Legal charge of a registered estate

We certify this to be a true and ~~copy~~ **Land Registry** copy of the original
Longden Walker & Renney
Solicitors, 14 John Street, Sunderland

CH1

*This form should be accompanied by Form APL or Form FRI
If you need more room than is provided for in a panel, use continuation sheet CS and attach to this form*

Longden Walker & Renney
Dated 16 December 2013

1. Title number(s) of the Property *Leave blank if not yet registered*

DU61833, DU243341 and DU68098

2. Property

Former site of Pelton Fell Workmen's Club, Pelton Fell, DH2 2RW together with the former site of The Colliery Inn, Front Street, Pelton Fell, DH2 2RW with the land and buildings on the north side of Front Street, Pelton Fell including all buildings, erections, structures, fixtures, fittings and appurtenances and any tenancies or other interests therein granted by the Borrower relating to the Property or any part thereof as there may be from time to time

3. Date

6th December 2013

4. Lender *Give full name(s) and company's registered number, if any*

Carol Attarchian

5. Borrower for entry on the register *Give full name(s) and company's registered number, if any For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any For foreign companies give territory in which incorporated*

AA Construction (North East) Ltd (CRN 06533247)

6. The Borrower with *(Delete as appropriate)* **full title guarantee charges the Property by way of legal mortgage as security for the payment of the sums detailed in panel 8**

7. Place "X" in the appropriate box(es)

- ☐ The Lender is under an obligation to make further advances and applies for the obligation to be entered in the register
- ☒ The Borrower applies to enter the following restriction in the proprietorship register of the registered estate *No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated* *in favour of Carol Attarchian referred to in the charges register or their conveyancer"*

8. Additional provisions *Insert here details of the sums to be paid (amounts and dates), etc*

1. DEFINITIONS AND INTERPRETATION

For all purposes of this legal charge the terms defined in this clause 1 DEFINITIONS AND INTERPRETATION have the meanings specified

1.1 Gender, personality and number

Unless the context otherwise requires

- 1 1 1 the singular includes the plural and vice versa,
- 1 1 2 references to persons include references to firms, companies, corporations or limited liability partnerships and vice versa and,
- 1 1 3 references in the masculine gender include references in the feminine or neuter genders and vice versa

1.2 Headings

The clause and schedule headings do not form part of this document and are not to be taken into account in its construction or interpretation

1.3 Interpretation of “the Borrower” and “the Lender”

Unless the context otherwise requires the expressions “the Borrower” and “the Lender” include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them and where either party comprises two or more persons include any one or more of those persons

1.4 Joint and Several Liability

Where any party to this deed for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally

1.5 Obligation not to permit or suffer

Any covenant by the Borrower not to do anything includes an obligation to use reasonable endeavours not to permit or suffer that thing to be done by another person

1.6 “The Planning Acts” means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, The Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004, the Planning Act 2008, the Localism Act 2011 and all statutes, regulations and orders included by virtue of clause 1 10 REFERENCES TO STATUTES

1.7 “The Principal”

“The Principal” means the sum of £600,000 (Six Hundred Thousand Pounds sterling)

1.8 “The Redemption Date”

The “Redemption Date” means eighteen months from and including the date hereof

1.9 References to Clauses

Any reference in this document to a clause without further designation is to be construed as a reference to the clause of this document so numbered

1.10 References to Statutes

Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it, and any general reference to a statute includes any regulations or orders made under the statute

2. RECITALS

2.1 Title

The Borrower is the estate owner absolute in possession in respect of the fee simple of the Property free from incumbrances

2.2 Agreement to Lend

The Lender has agreed to lend to the Borrower the Principal on condition that its repayment

is secured in the manner set out in this document

3. PAYMENT OF PRINCIPAL AND COSTS

3.1 Payment of Principal

The Borrower covenants with the Lender to pay the Principal to the Lender free from any legal or equitable right of set-off on the Redemption Date or immediately on demand if

- 3 1 1 the Borrower fails to comply with any term, condition, covenant or provision of or to perform any of their obligations or liabilities under this security; or
- 3 1 2 any judgement or order made against the Borrower or any surety by any court is not complied with within 28 days, or
- 3 1 3 the property of the Borrower becomes subject to any forfeiture or execution, distress, sequestration or other form of process, or
- 3 1 4 in the case of an individual
 - 3 1 4 1 the Borrower becomes subject to an interim order or makes a proposal for a voluntary arrangement under the Insolvency Act 1986 Part VIII or enters, or seeks to enter, into any other form of composition or arrangement with his creditors whether in whole or in part, or
 - 3 1 4 2 a petition is presented for the bankruptcy of the Borrower, or
 - 3 1 4 3 the Borrower dies or becomes of unsound mind
- 3 1 5 in the case of a company or limited liability partnership
 - 3 1 5 1 the Borrower or any surety ceases or threatens to cease to carry on or disposes or threatens to dispose of its business or a material part of its business, or
 - 3 1 5 2 the Borrower or any surety makes a proposal for a voluntary arrangement under the Insolvency Act 1986 Part I or enters, or seeks to enter into any form of composition or arrangement with its creditors whether in whole or in part, or
 - 3 1 5 3 the Borrower or any surety becomes subject to a notice of an intended appointment of an administrator or an application is made to any court or any meeting of directors or members is called with a view to the Borrower or any surety entering into administration, or
 - 3 1 5 4 an administrative receiver is appointed in respect of the whole or any part of the undertaking of the Borrower or any surety, or
 - 3 1 5 5 a petition is presented in any court or a meeting is convened for the purpose of considering a resolution for the winding up of the Borrower or any surety (except in the case of a reconstruction or amalgamation that has the previous approval in writing of the Lender)

3.2 Costs, charges, expenses and other liabilities

3.2.1 Payment of costs, charges, expenses and other liabilities

The Borrower covenants with the Lender to pay to the Lender on demand, and on a full and unlimited indemnity basis, all costs, charges, expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) in relation to the security constituted by and the obligations owed under and associated with this deed including all commission, legal and other professional costs and fees and disbursements and VAT on them) together with interest from the date when the Lender becomes liable for them until payment by the Borrower at the Interest Rate, such interest to be payable in the same manner as interest on the Principal

4. LEGAL CHARGE

4.1 Charging Provision

The Borrower, with full title guarantee, charges the Property (together with any buildings thereon or to

be constructed) to the Lender by way of first legal mortgage with payment or discharge of all money and other obligations and liabilities in this deed covenanted to be paid or discharged by the Borrower or otherwise secured by this deed

5. BORROWER'S COVENANTS AS TO THE PROPERTY

5.1 Development

5.1.1 Repairing obligation

The Borrower will keep such buildings as are already or are to be constructed on the Property, fixtures and fittings, services and service media in, on or associated with the said buildings on the Property in good and substantial repair and good working order and condition and will

5.1.2 Building obligation

The Borrower will continue the development and operations upon the Property within the provisions of the Planning Acts and in respect of which the requisite permission has been obtained and if required comply with any valid enforcement notice or order

5.1.3 Environmental matters

The Borrower has complied with environmental law and, in particular (but without prejudice to the generality of the representation and warranty) that no hazardous or toxic materials, substances, pollutants, contaminants and wastes have at any time before the execution of this deed been released into the environment or deposited, discharged, displaced or disposed of at or near the Property

5.1.4 Inspection

The Borrower will permit the Lender and her representatives at all reasonable times and upon reasonable notice to enter upon the Property or any part of it to inspect the state and condition of the Property, buildings, fixtures and fittings, services and service media in or on, or associated with the Property without the Lender becoming liable as mortgagee in possession

5.1.5 Entry and repair

If the Borrower fails to maintain the Property, buildings, fixtures and fittings, services and service media in, on or associated with the Property in the requisite state of repair and condition the Lender and her representatives may (but without being bound to do so) at any time thereafter enter upon the Property or any part of it and execute all remedial works that the Lender considers to be necessary and proper without the Lender thereby becoming liable as mortgagee in possession

5.1.6 Repayment of expenses

The Borrower will on demand repay to the Lender all expenses incurred by the Lender in carrying out inspections and works permitted by clause 5.1.4 INSPECTION and clause 5.1.5 ENTRY AND REPAIR together with interest from the date when the Lender becomes liable for the same until repayment by the Borrower (such interest to be charged in such sums and at such times at the discretion of the Lender) all of which money and interest shall be charged on the Property

5.2 Alterations

The Borrower will not without the previous written consent of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to the consent) make any material alteration to any part of the Property, fixtures and fittings, services and service media in, on or associated with the Property other than development and operations permitted by the Planning Acts existing at the date hereof (or as subsequently varied, amended or substituted)

5.3 Insurance

5.3.1 Duty to insure

The Borrower will

5 3 1 1 ensure the Property is kept insured for such amount or amounts (including sums in respect of any loss of rent and any professional fees which may be incurred in or about repair, rebuilding or reinstatement) in such name or names and against loss or damage due to such risks and with such underwriters as the Lender may in each case and from time to time approve, and

5 3 1 2 make all payments required for this purpose as and when they become due and will when required by the Lender deliver to the Lender the policy of insurance and the receipt for each payment

5.3.2 Indemnity for payments by the Lender

If the Borrower fails to perform any of his obligations under this clause 5 3 INSURANCE and if the Lender is required to make any payment in respect of insurance over the Property, the Borrower will on demand repay to the Lender all payments made by her for that purpose and will pay interest at the Interest Rate from the date of payment until repayment on any money not repaid on demand (such interest to be payable in the same manner as interest on the Principal) and all such money and interest shall be charged on the Property

5.4 Outgoings

The Borrower will punctually pay and indemnify the Lender against all rents, rates, taxes, levies, assessments, impositions and outgoings whatsoever (whether governmental, municipal, contractual or otherwise) which may be or may become imposed upon or payable in respect of the Property or any part of it

5.5 General covenant to comply with statutes etc

The Borrower will ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Property or to the employment of persons at the Property or the development and operations carried on at the Property are complied with in all respects

5.6 General covenant to produce notices etc

5.6.1 Production

The Borrower will immediately produce to the Lender any order, direction, permission, notice or other matter whatever affecting or likely to affect the Property and served upon the Borrower by any third party, and will allow the Lender to make a copy of it

5.6.2 Compliance

The Borrower will comply with any order, direction, permission, notice or other matter referred to in the clause 5 6 1 PRODUCTION without delay or, if the Lender so requires, will make or join with the Lender in making such objections or representations against or in respect of the same as the Lender may request or approve in writing

5.7 Compliance with terms of conveyances etc

5.7.1 Observance

The Borrower will observe and perform the term of all conveyances, grants, assignments, transfers, contracts and other deeds and documents from time to time affecting the Property and binding on the

Borrower

5.7.2 Indemnity

The Borrower will keep the Lender indemnified against all proceedings and claims on account of any breach of the terms of the documents referred to in clause 5 7 1 OBSERVANCE

5.7.3 Charging provision

All expenses damages and costs incurred by the Lender in relation to any breach referred to in clause 5 7 2 INDEMNITY will be repaid by the Borrower to the Lender on demand together with interest from the date when the Lender becomes liable for the same until repayment by the Borrower at such rate as the Lender thinks fit all of which money and interest shall be charged on the Property

5.8 Not to register

The Borrower must not without the previous consent in writing of the Lender cause or allow any person to be registered under the Land Registration Act 2002 as proprietor of the Property or any part of it

5.9 Other charges

The Borrower shall not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent) create or permit to subsist any mortgage, pledge, charge, incumbrance, lien or other security interest in the Property other than this security

5.10 Leasing and Disposal

The Borrower must not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent)

5 10 1 exercise or agree to exercise any power of leasing or of accepting surrenders of leases (whether conferred by statute or otherwise) or vary or agree to vary any lease or tenancy agreement or the amounts payable thereunder or

5 10 2 otherwise part with or share possession or occupation of or dispose of or deal with the Property or any part of it or any interest in it

6. LENDERS POWERS AND RIGHTS

6.1 Exercise of statutory powers

6.1.1 Enforcement of security and exercise of power of sale

At any time after the money secured by this deed has become due and payable the security shall be immediately enforceable and the Lender's power of sale as amended or varied by this deed shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise

6.2 Extension of statutory powers

6.2.1 Power of sale

The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Lender may think fit

6.2.2 Powers of leasing and accepting surrenders

By way of extension of the powers contained in the Law of Property Act 1925 Sections 99 and 100 the Lender shall at any time or times hereafter (and whether or not she has entered into possession of the Property or has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under, or accept surrenders of leases of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as the Lender shall think fit For the purposes of the exercise of these powers the provisions of the Law of Property Act 1925 Section 99 shall be deemed to have been enacted with the omission of the Law of Property Act 1925 Section 99(18)

6.2.3 General

At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Lender may at her absolute discretion exercise any power which a receiver appointed by her could exercise

6.2.4 Exclusion of Liability

The powers referred to in or granted or varied or extended by this clause 6 2 EXTENSION OF STATUTORY POWERS shall be exercisable free from any liability on the part of the Lender or the person exercising them to the Borrower or any other interested person whether in contract tort or otherwise

6.3 Powers to appoint a Receiver

6.3.1 Appointment

If at any time after this security becomes enforceable or at the request of the Borrower the Lender may be writing under hand appoint any person or persons to be a receiver of all or any part of the Property

6.3.2 Removal

The Lender may at any time and from time to time by writing under hand remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver

6.3.3 Remuneration

The Lender may either at the appointment or at any time subsequently and from time to time fix the remuneration of any receiver so appointed

6.3.4 Restrictions

None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving notice or otherwise shall apply

6.3.5 Power to act severally

Where more than one receiver is appointed they shall have the power to act severally

6.3.6 Agency

Any receiver appointed under this clause 8 4 POWER TO APPOINT A RECEIVER shall be the agent of the Borrower for all purposes and the Borrower shall be solely responsible for his acts or defaults and for his remuneration.

6.3.7 General Powers

Any receiver appointed under this clause 8 4 POWER TO APPOINT A RECEIVER shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in Section 103) and on administrative receivers by the Insolvency Act 1986

Schedule 1 except to the extent to which those powers are expressly or impliedly excluded by the terms of this deed. In the event of ambiguity or conflict the terms of this deed will prevail

6.3.8 Specific Powers

In addition to the powers referred to in clause 6.3.7 GENERAL POWERS any receiver appointed under this clause 6.3 POWER TO APPOINT A RECEIVER shall have power at his discretion to such extent and upon such terms as he may in his absolute discretion think fit and notwithstanding the administration or liquidation of the Borrower to do or omit to do anything which the Borrower could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any such receiver shall have power

6.3.8.1 to take possession of collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Borrower or otherwise,

6.3.8.2 to manage or carry on or concur in carrying on any business of the Borrower,

6.3.8.3 to sell (whether by public or private contract or otherwise) lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of the Law of Property Act 1925 Sections 99 and 100) of, or otherwise dispose of or deal with all or part of the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Borrower or otherwise,

6.3.8.4 to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with any business of the Borrower or the Property or in any way relating to this security,

6.3.8.5 to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal which may arise in connection with any business of the Borrower or the Property or in any way relating to this security,

6.3.8.6 to disclaim, abandon or disregard all or any outstanding contracts of the Borrower and to allow time for payment of any debts either with or without security,

6.3.8.7 to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the Property and to apply for and obtain appropriate permissions, approvals, consents or licences,

6.3.8.8 to acquire by purchase, lease or otherwise any further property, assets or rights,

6.3.8.9 to appoint, employ and dismiss managers, officers, contractors and agents, and

6.3.8.10 to do (whether in the name of the Borrower or otherwise) all such other acts and things as he may consider necessary or desirable for the preservation, management, improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers

6.3.9 Application of Money

All money received by any receiver shall be applied by him in the following order

6.3.9.1 in payment of the costs, charges and expenses of an incidental to the appointment of the receiver

and the exercise of all or any part of his powers and of all outgoings paid by him (including any preferential debts),

6 3 9 2 in payment to the receiver of such remuneration as may be agreed between him and the Lender at, or at any time and from time to time after his appointment,

6 3 9 3 in or towards satisfaction of the amount owing on this security,

with the surplus (if any) being paid to the Borrower or other persons entitled to it

6.4 Right to consolidate

The Law of Property Act 1925 Section 93 (restricting the Lender's right of consolidation) shall not apply to this security

6.5 Protection of those dealing with the Lender or Receiver

No person dealing with the Lender or any receiver appointed by him shall be concerned, bound or entitled to enquire or be affected by notice as to any of the following matters

6 5 1 whether this security has become enforceable,

6 5 2 whether any power exercised or purported to be exercised under this mortgage has arisen or become exercisable,

6 5 3 the propriety, regularity or purpose of the exercise or purported exercise of any such power,

6 5 4 whether any money remains due under the security, and

6 5 5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made

and the receipt of the Lender or any receiver for any money shall effectually discharge the person paying from those matters and from being concerned to see to the application or being answerable for the loss or misapplication of that money

7. DEMANDS AND NOTICES

7.1 Form and mode of deemed service

A demand or notice by the Lender under this mortgage must be in writing and shall be deemed to have been properly served on the Borrower if served personally on the Borrower

7.2 Method of service

Service shall be deemed to be effected notwithstanding the death of the Borrower

7 2 1 on the second business day (being a day when the United Kingdom clearing banks are open for business in the City Of London) immediately following the day of posting if given by first class letter post irrespective of the time or date of actual delivery or of lack of delivery,

7.2.2 when dispatched if given by fax, and

7.2.3 when left at the property concerned

7.3 Other methods of service

The methods of service described in clause 7.1 FORM AND MODE OF DEEMED SERVICE are in addition, and without prejudice, to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 Section 196

7.4 Multiple borrowers

If the expression "the Borrower" includes more than one person, service on any one person shall be deemed to constitute service upon all such persons

8. VALIDITY AND SEVERABILITY

8.1 Enforceability

Each of the provisions of this mortgage is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired

9. EXCLUSION OF THIRD PARTY RIGHTS

Nothing in this mortgage is intended to confer any benefit on any person who is not a party to it

10. GOVERNING LAW AND JURISDICTION

10.1 Construction and Jurisdiction

This mortgage shall be governed by and construed in accordance with English law and the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this mortgage and that accordingly any suit, action or proceeding arising out of or in connection with this mortgage may be brought in such courts

9. **Execution** *The Borrower must execute this charge as a deed using the space below. If there is more than one Borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 7 this document must be signed by the Lender or its conveyancer.*

Signed as a Deed by

AA CONSTRUCTION

(NORTH EAST) LTD

Acting by two Directors or

Its Director and Secretary

Director



Director/Secretary

C. Attarchian


Signed as a Deed by the said

CAROL ATTARCHIAN

x C. Attarchian

in the presence of -

Witness Name x MATTHEW STEVENS

Witness Signature x 

Witness Address x 6 SILKSWORTH HALL DR. SILKSWORTH SUNDERLAND SR3 2PG

Witness Occupation x FINANCIAL ADVISER