



Registration of a Charge

Company Name: **RETHINK REBUILD SOCIETY**

Company Number: **08528808**



Received for filing in Electronic Format on the: **23/05/2023**

XC44N6AG

Details of Charge

Date of creation: **19/05/2023**

Charge code: **0852 8808 0001**

Persons entitled: **AHMAD FATACH**

Brief description: **60 BROADLEA ROAD, MANCHESTER M19 1BG REGISTERED UNDER THE
TITLE NUMBER GM543921**

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **AMY AUSTIN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8528808

Charge code: 0852 8808 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th May 2023 and created by RETHINK REBUILD SOCIETY was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd May 2023 .

Given at Companies House, Cardiff on 30th May 2023

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



Companies House



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

LEGAL CHARGE

THIS LEGAL CHARGE is made the 19th day of MAY 2023
BETWEEN

- (1) Ahmad Fatach of KA YA BA ŞI Mah.,MERKEZ,KA YA BA ŞI Mah. KA YA BA ŞI Blv 443 A DA 53 PA RNO:47C C BLOK D: 95,47C /0 ,KA YA BA ŞI Blv,BA ŞA KŞEHİR,İSTA NBUL BA ŞA KŞEHİR/İSTANBUL ('the Lender')
- (2) Rethink Rebuild Society (08528808) of Discovery House, Crossley Road, Stockport, SK4 5BH ('the Borrower')

NOW THIS DEED WITNESSES as follows:

1 Definitions

In this legal charge:

- 1.1 'the Interest Rate' means 6.4% annually on the whole Principal amount
- 1.2 'the Principal' means the sum of **£67,500.00 (Sixty Seven Thousand and Five Hundred Pounds)**
- 1.3 'the Property' means the property specified in the schedule below and all buildings and fixtures on it;
- 1.4 'the Redemption Date' means the 19th MAY 2028

2 Payment of principal, interest and costs

In consideration of the Principal, representing outstanding costs and disbursement for legal services owed by the Borrower to the Lender (receipt of which the Borrower acknowledges), the Borrower covenants with the Lender as set out below.

2.1 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 if earlier immediately if:

- 2.1.1 any interest or other sum payable under this security is not paid within 14 days of becoming due; or
- 2.1.2 the Borrower fails to comply with any term, condition, covenant or provision of or to perform any of his obligations or liabilities under this or any associated or collateral security; or
- 2.1.3 any representation or warranty given by the Borrower to the Lender is or becomes incorrect; or
- 2.1.4 any judgment or order made against the Borrower by any court is not complied with within 14 days; or
- 2.1.5 the property of the Borrower becomes subject to any execution distress sequestration or other form of process; or
- 2.1.6 a mortgagee takes possession of or exercises or seeks to exercise any power of sale or of an appointment of a receiver in relation to the property charged by this deed or any other property of the Borrower, or
- 2.1.7 in the case of an individual:
 - (a) the Borrower becomes subject to an interim order or makes a proposal for a voluntary arrangement under Part VIII of the Insolvency Act 1986 or enters or seeks to enter into any other form of composition or arrangement with his creditors whether in whole or in part; or
 - (b) a petition is presented for the bankruptcy of the Borrower; or
 - (c) the Borrower dies or becomes of unsound mind; or
- 2.1.8 in the case of a company:
 - (a) the Borrower 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
 - (b) the Borrower makes a proposal for a voluntary arrangement under Part I of the Insolvency Act 1986 or enters or seeks to enter into any other form of composition or arrangement with its creditors whether in whole or in part; or
 - (c) a petition is presented for the making of an administration order in respect of the Borrower; or
 - (d) an administrative receiver is appointed in respect of the whole or any part of the undertaking of the Borrower ; or

- (e) 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 (except in the case of a reconstruction or amalgamation that has the previous approval in writing of the Lender).

2.2 Interest

2.2.1 Payment

The Borrower covenants with the Lender to pay to the Lender interest on the Principal (or so much of it as may from time to time remain outstanding) at the Interest Rate, on the Redemption Date, as well after as before any demand or judgment or the bankruptcy death or insanity of the Borrower.

2.3 Costs, charges, expenses and other liabilities

2.3.1 Covenant to pay

The Borrower covenants with the Lender to pay to the Lender on demand and on a full and unlimited indemnity basis all costs, 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, 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.

2.3.2 Costs included

Without prejudice to the generality of the provisions of this clause, the liability of the Borrower under clause 2.3.1 will include not only those costs, charges, expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and mortgagee but also (and in so far as they are not so allowable) those incurred in relation to or arising out of:

- (a) The contemplation and institution of all proceedings and other action in connection with the enforcement, preservation and protection of the security constituted this deed.
- (b) The contemplation and institution of all proceedings and other action (whether against the Borrower or otherwise) for the payment or discharge of the money and liabilities secured by or associated with this deed;
- (c) The exercise or contemplated exercise of any power, right or discretion conferred by this deed or by law on the Lender
- (d) Any default by the Borrower in compliance with the obligations imposed by the terms of this security or associated with it;
- (e) Any impeachment or attempted impeachment of the title of the Lender (whether by the Borrower or by a third party) or of the title of the Borrower; and
- (f) The contemplation or doing of any other matter or thing which the Lender considers to be for the benefit or improvement of the security.

3 Legal charge

The Borrower, with full title guarantee, charges the Property to the Lender by way of legal mortgage with the payment or discharge of all money and other obligations and liabilities covenanted under this deed to be paid or discharged by the Borrower or otherwise secured by this deed.

4. Representations and warranties

The Borrower represents and warrants to the Lender that:

- 4.1 the present use of the Property is a permitted use within the provisions of the Town and Country Planning Act 1990;
- 4.2 the Borrower have not before the execution of this deed carried out any operation upon the Property or put the Property to any use which is a development within the provisions of the Town and Country Planning Act 1990 and in respect of which any requisite permission has not been obtained or any valid enforcement order may be made;
- 4.3 the Borrower has complied with environmental law and, in particular (but without prejudice to the generality of that representation and warranty) that no hazardous or toxic materials, substances, pollutants, contaminants or 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;

- 4.4 the execution of and the observance and performance of their respective obligations under this mortgage does not and will not contravene any other charge mortgage lease loan facility or other agreement.

5. Covenants by Borrower as to the Property

The Borrower covenants with the Lender as follows:

5.1 Repair

- 5.1.1 The Borrower will keep all buildings, fixtures and fittings, services and service media in or upon or associated with the Property in good and substantial repair and good working order and condition.
- 5.1.2 The Borrower will permit the Lender and his 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 buildings, fixtures and fittings, services and service media on it, without the Lender becoming liable as mortgagee in possession.
- 5.1.3 If the Borrower fails to maintain the buildings, fixtures and fittings, services and service media in the requisite state of repair and condition the Lender and his representatives may (but shall not be bound to) 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.
- 5.1.4 The Borrower will on demand repay to the Lender all expenses incurred by the Lender in carrying out inspections and work permitted by this clause together with interest from the date when the Lender becomes liable for the expenses until repayment by the Borrower at the Interest Rate, payable in the same manner as interest on the Principal, all of which money and interest shall be charged on the Property.

5.2 Alterations

The Borrower will 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) make any structural or material alterations to or pull down or remove any or any part of any buildings, fixtures and fittings, services and service media in or upon or associated with the Property.

5.3. Insurance

5.3.1 Duty to insure

The Borrower will:

- (a) 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, against loss or damage due to usual risks and with such underwriters as the Lender may in each case and from time to time approve; and
- (b) make all payments required for this purpose [as and when they become due and will, when required by the Lender, deliver to him 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 their obligations under this clause and if the Lender takes out any insurance on the Property or any part of it the Borrower will on demand repay to the Lender all payments made by him for that purpose and will pay interest on them at the Interest Rate from the date of payment until repayment on any money not repaid on demand, payable in the same manner as interest on the Principal. All such money and interest shall be charged on the Property.

5.3.3 Application of insurance money

Any money received under any policy of insurance effected or maintained by the Borrower (whether or not pursuant to their obligations under this clause) shall at the option and absolute discretion of the Lender be applied either in making good the loss or damage in respect of which it was received or in or towards discharge of the money due under this security and if received by the Borrower will be held on trust for the Lender for this purpose.

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 are complied with in all respects.

5.6 General covenant to produce notices etc.

5.6.1 The Borrower will promptly 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 allow the Lender to make a copy of it.

5.6.2 The Borrower will comply with any such order, direction, permission, notice or other matter 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.

5.7 Specific covenants relating to planning and environmental matters

5.7.1 Alteration of present use of the Property

The Borrower will not use the Property for any purpose other than the present permitted use except with the previous written consent of the Lender and the relevant planning authority and then only to the extent permitted by and in accordance with any conditions attached to such consent. The Borrower will deliver any such consent of the relevant planning authority to the Lender but shall be entitled to a copy of it.

5.7.2 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 such consent) carry out any operation or use the Property for any use which is a development within the provisions of the Town and Country Planning Act 1990.

5.7.3 Compliance with conditions of permission for development

If the Borrower at any time obtains permission for any development of the Property within the provisions of the Town and Country Planning Act 1990 he will comply with all conditions subject to which such permission is granted.

5.7.4 Compliance with the environmental matters

The Borrower will observe and perform all environmental laws, regulations, directives and codes of practice affecting the Property.

5.7.5 Compliance with notices etc.

(a) If any valid enforcement or other notice, claim, order or proposal is made or served by the relevant authority under or by virtue of the Town and Country Planning Act 1990 or the Environmental Protection Act 1990 the Borrower will immediately produce the same to the Lender and allow the Lender to take a copy of it.

(b) The Borrower will at their own expense in all respects comply with the requirements of any such notice or order or proposal without delay and in any event within any time which may be specified for compliance. Alternatively, if the Lender so requires, the Borrower will make or join with the Lender in making such objections or representations as the Lender may request or approve against or in respect of any such notice or order or proposal.

(c) If the Borrower fails to take immediate steps to commence compliance, or fails within the relevant time limit to conclude compliance, with any such requirement the Lender may (but shall not be obliged to) at any time thereafter enter on the Property and execute any works and do anything on the Property necessary to ensure such compliance without the Lender thereby becoming liable as mortgagee in possession and all costs and expenses so incurred by the Lender, with interest on them the Interest Rate, shall be payable and charged upon the Property as provided by clause 5.1.4.

(d) The Borrower irrevocably appoint the Lender and his substitutes for the time being to be the Borrower's attorney to apply for and procure on the Borrower's behalf any licences, permissions or other things from any competent authority necessary for the execution of the works authorised by this clause to be executed by the Lender on the default of the Borrower .

- (e) All expenses incurred by the Lender in securing such licences, permissions and other things shall be treated as part of the cost of the works, and such expenses and interest on them at the Interest Rate shall be charged upon the Property as provided by clause 5.1.4.

5.8 Specific covenant in relation to compulsory purchase

- 5.8.1 The Borrower will 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 that consent) enter into any negotiations with any local or other authority for or consent to the compulsory acquisition of the Property either in whole or in part.
- 5.8.2 If the Lender so requires, the Borrower will permit the Lender to conduct such negotiations and grant such consent on their behalf.
- 5.8.3 Any compensation payable to or received by the Borrower in respect of the compulsory acquisition of the Property or any part of it will, if so and to the extent required by the Lender, be applied in or towards the discharge of the money due under this security

5.9 Leasing and disposal

- 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):
- 5.9.1 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
- 5.9.2 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.
- 5.10 Compliance with terms of conveyance etc.**
- 5.10.1 The Borrower will observe and perform the terms of all conveyances, grants, assignments, contracts and other deeds and documents from time to time affecting the Property and binding on the Borrower.
- 5.10.2 The Borrower will keep the Lender indemnified against all proceedings and claims on account of any breach of those terms.
- 5.10.3 All expenses damages and costs incurred by the Lender in relation to any such breach together with interest at the Interest Rate shall be payable and charges upon the Property as provided by clause 5.1.4.
- 5.11 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 Acts as proprietor of the Property or any part of it.

5.12 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.

6 Lender's powers and rights

6.1 Exercise of statutory powers

- 6.1.1 Section 103 of the Law of Property Act 1925 shall not apply to this security.
- 6.1.2 At any time after the money secured by this deed has become due and payable the security shall be immediately enforceable and the 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 that Act as to the giving of notice or otherwise.

6.2 Extension of statutory powers

- 6.2.1 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 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 he has entered into or is in 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 he thinks fit. For the purposes of the exercise of these powers the provisions of section 99 and 100 of the Law of Property Act 1925 shall be deemed to have been enacted with the omission of sections 99 (18) and 100 (12).
- 6.2.3 At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Lender may at his absolute discretion exercise any power which a receiver appointed by him could exercise.
- 6.2.4 The powers granted or extended by this clause 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 negligence or otherwise.

6.3 Powers in respect of furniture and effects

- 6.3.1 At any time after this security has become enforceable the Lender may as agent for and on behalf of the Borrower and at the expense of the Borrower remove, store, preserve, sell or otherwise dispose of any livestock or any furniture, effects, chattels or other items situate at or in the Property that are not charged by this mortgage.
- 6.3.2 The Lender will have no liability to the Borrower for any loss incurred in connection with any such removal, storage, preservation sale or disposal.
- 6.3.3 The Lender will pay any net proceeds of any sale (after payment of removal storage and preservation costs and the costs of the sale) to the Borrower on demand.

6.4 Power to appoint a receiver

- 6.4.1 At any time 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.
- 6.4.2 The Lender may at any time and from time to time in like manner remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver.
- 6.4.3 The Lender may either at the time of appointment or at any time subsequently and from time to time fix the remuneration of any receiver so appointed.
- 6.4.4 None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply.
- 6.4.5 Where more than one receiver is appointed they shall have the power to act severally.
- 6.4.6 Any receiver so appointed shall be the agent of the Borrower and the Borrower shall be solely responsible for his acts or defaults and for his remuneration.
- 6.4.7 Any receiver so appointed 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 of that Act) and on administrative receivers by Schedule 1 of the insolvency Act 1986 except to the extent to which those powers may be expressly or impliedly excluded by the terms of this deed. In the event of ambiguity or conflict the terms of this deed. In the event of ambiguity or conflict the terms of this deed will prevail.
- 6.4.8 In addition any receiver so appointed 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 bankruptcy, death or insanity 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 the power:
- (a) 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;
 - (b) to manage or carry on or concur in carrying on any business of the Borrower;
 - (c) to raise or borrow money (whether from the Lender or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Property;
 - (d) to sell (whether by public auction or private contract or otherwise), lease (or vary or renew or surrender leases or accept surrenders of leases, without needing to observe the provisions of sections 99 and 100 of the Law of Property Act 1925) or otherwise dispose of or deal with all or any part of the Property or 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;

8.2.3 when left at the property concerned if delivered.

8.3 The methods of service described in clause 10.1 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.

8.4 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.

9 Validity and severability

9.1 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.

9.2 If this mortgage is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason) the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the security.

10 Interpretation

10.1 Unless the context otherwise requires:

10.1.1 the singular includes the plural and vice versa;

10.2.2 references to persons include references to firms companies or corporations and vice versa; and

10.2.3 references in the masculine gender include references in the feminine or neuter genders and vice versa.

10.2 Unless the context otherwise requires the expressions 'the Borrower', and 'the Lender' include their respective successors and assigns whether immediate or derivative.

10.3 All covenants, charges, agreements, undertakings, representations and warranties given or implied in this mortgage by more than one person shall be deemed to have been given jointly and severally by those concerned.

10.4 References to any statutory provision shall be construed as including any statutory modification or re-enactment of it and any order, regulation, directive or code of practice made under it or associated with it.

10.5 The clause headings do not form part of this mortgage and shall not be taken into account in its construction or interpretation.

10.6 Any reference to a clause or a paragraph or a schedule is to one in this mortgage so numbered or named.

11 Governing law and jurisdiction

11.1 This mortgage shall be governed by and construed in accordance with English law.

11.2 It is irrevocably agreed for the exclusive benefit of the Lender that 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.

11.3 Nothing in this clause shall limit the Lender's right to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

12 Restriction

The borrower applies to enter the following standard form of 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 19th MAY 2023 in favour of Ahmad Fatah referred to in the Charges Register or his conveyancer.

IN WITNESS whereof the parties have hereunto set their hands the day and year first before written.

- (e) to seize and sever all or any fixtures at or in the Property and sell the same separately from the Property or its site;
- (f) 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;
- (g) to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal in relation to the matters referred to in clause 6.4.8(f);
- (h) 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;
- (i) 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 any appropriate permissions, approvals, consents or licences;
- (j) to acquire by purchase, lease or otherwise any further property assets or rights;
- (k) to appoint, employ and dismiss managers, officers, contractors and agents;
- (l) 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

6.4.9 All money received by any receiver shall be applied by him:

- (a) in payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts);
- (b) in payment to the receiver of such remuneration as may be agreed between him and the Lender at or any time and from time to time after his appointment; and
- (c) in or towards satisfaction of the amount owing on this security and the surplus (if any) shall be paid Borrower or other persons entitled to it.

6.5 **Right to Consolidate**

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

7. **Protection of persons dealing with the Lender or a receiver**

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

- 7.1 whether this security has become enforceable;
- 7.2 whether any power exercised or purported to be exercised under this mortgage has arisen or become exercisable;
- 7.3 the propriety, regularity or purported exercise of any such power;
- 7.4 whether any money remains due under the security; or
- 7.5 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 such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

8. **Demands and notices**

- 8.1 A demand or notice by the Lender under this mortgage shall be deemed to have been properly served on the Borrower if served personally on the Borrower by first class letter post, telex or fax addressed to the Borrower at or by delivery to his or her usual or last known place of abode or business.

8.2 Service shall be deemed to be effected notwithstanding the [death (or) dissolution] of the Borrower :

- 8.2.1 at 10 a.m. on the second business day immediately following the day of posting if given by first class post irrespective of the time or date of actual delivery or of lack of delivery,
- 8.2.2 when dispatched if given by telex or fax, and

SCHEDULE

The Property known as 60 Broadlea Road, Manchester M19 1BG register under the title number GM543921

Signed as a Deed
by Ahmad Fatach
in the presence of :

.....

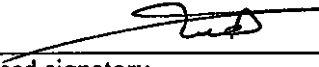
Witness Signature

Witness Name

Witness Occupation

Witness Address

Executed as a deed on behalf of RETHINK REBUILD SOCIETY
by two of their number under an authority conferred pursuant to section 333 of the Charities Act 2011




Authorised signatory Haytham ALHAMWI

In the presence of:

Signature of Witness  _____

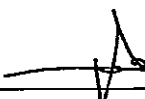
Name (in BLOCK CAPITALS) MOAZ EL SAYED

Address 32 CHEADLE ST, MANCHESTER, M11 1AR



Authorised signatory Abdullatif Alkhatimie

In the presence of:

Signature of Witness  _____

Name (in BLOCK CAPITALS) MOAZ EL SAYED

Address 32 CHEADLE ST, MANCHESTER, M11 1AR