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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

107442/39

395

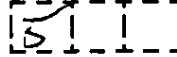
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



05772424

Name of company

* Dylan Harvey Commercial Limited (the "Assignor")

Date of creation of the charge

11 February 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Third party assignments of agreements for sale (the "Assignment")

Amount secured by the mortgage or charge

The amount secured by the assignment is All Monies Owing, but without prejudice to the Assignor's right to retain the Assignor's Profit in respect of any Contract

Definitions:

All Monies Owing means all indebtedness and liabilities of the Borrower to the Lender on any account whatsoever or howsoever otherwise arising and whether present or future, actual or contingent and whether incurred solely, severally or jointly with another and whether as principal or surety including all fees and charges due to the Lender from the Borrower

Borrower means City South (Ancoats) Limited (company number 5516595)

Lender means Anglo Irish Bank Corporation plc and/or any company which is from time to time a member of the same group of companies as Anglo Irish Bank Corporation plc

Names and addresses of the mortgagees or persons entitled to the charge

Anglo Irish Asset Finance plc No 1 Marsden Street, Manchester

Postcode M2 1HW

Presentor's name address and
reference (if any)

Cobbetts LLP
58 Mosley Street
Manchester
M2 3HZ
(PAB/AA756 BengalMill)

For official Use (06/2005)
Mortgage Section

Post room

FRIDAY



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29/02/2008

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COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

The Assignor, with full title guarantee, assigns and agrees to assign to the Lender absolutely all of the Assignor's rights, title and interest (both present and future) arising out of, in, to and under the Contracts, including without limitation

- 1 the right to demand and receive all monies now or in the future payable, due or owing to the Assignor under the Contracts or as a consequence of a breach of any of the terms thereof
- 2 all the Assignor's rights and powers under the Contracts including the power to compel performance by the Contracting Parties of their obligations thereunder, and
- 3 the right to agree to any waiver, variation or amendment of the terms of, or any termination or surrender of, the Contracts

The Assignor will, at its own cost and subject to clause 8.3, be entitled to require the reassignment of the Assigned Assets at any time after All Monies Owed have been irrevocably paid and discharged in full

Definitions:

contd

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Please complete legibly, preferably in black type, or bold block lettering

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Particulars as to commission allowance or discount (note 3)

Nil

Signed

Cobbefts LLP

Date 28 February 2008

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**.

Name of company

*insert full name
of Company

* Dylan Harvey Commercial Limited (the "Assignor")

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

Agreed Price means, in respect of each residential unit at the Property, the sale price for such unit as agreed between the Borrower and the Assignor, which price is set out in Schedule 2 to the Assignment,

Assigned Assets means the assets assigned to the Lender pursuant to the Assignment and any reference thereto shall include any part or parts thereof

Assignor's Profit means, for each residential unit at the Property, the proceeds of disposal of such unit less the Agreed Price

Contracting Party means each party to a Contract other than the Assignor, and **Contracting Parties** means all such parties

Contracts means any contracts from time to time entered into by the Assignor with third parties in respect of residential units at the Property

Property means land on the northeast side of Bengal Street, 47 Bengal Street and land in Schilling Place, Bengal Street, Manchester M4 6AF, registered at the Land Registry with title numbers GM465445 and LA57075

Covenants

The Assignor has given various positive and restrictive covenants to the Lender under the terms of the Assignment

Power of Attorney

The Assignor irrevocably by way of security for the performance of its obligations under the Assignment appoints the Lender and any receiver severally as its attorney with full power (in the name of the Assignor or otherwise) at any time after an Event of Default (as such term is defined in the Assignment) to ask, require, demand, receive, compound and give a receipt and discharge for any and all monies and claims for monies due and to become due, to endorse any cheque or other instrument or orders in connection therewith, and to file any claims, take any action or institute any proceedings which to the Lender or any receiver may seem necessary or advisable, and otherwise to do any and all things which the Assignor itself

Company number

05772424

Name of company

*insert full name
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* Dylan Harvey Commercial Limited (the "Assignor")

could do in relation to the Assigned Assets



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 5772424
CHARGE NO. 5**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A THIRD PARTY ASSIGNMENTS OF
AGREEMENTS FOR SALE DATED 11 FEBRUARY 2008 AND
CREATED BY DYLAN HARVEY COMMERCIAL LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
BORROWER TO THE LENDER ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 29 FEBRUARY
2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 MARCH 2008



Companies House
— for the record —



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

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