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COMPANIES FORM No. 395

Particulars of a mortgage or charge

135084/453

395

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[1] [3]

06211

398

Name of company

* LEVEL (1) NW9 LIMITED (the "Assignor")

Date of creation of the charge

20 FEBRUARY 2009

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

ASSIGNMENT OF CONTRACTS

Amount secured by the mortgage or charge

All monies, obligations and liabilities whatsoever which may now or at any time in the future be due, owing or incurred by the Assignor or any Co-Obligor to the Assignee and whether present or future, actual or contingent in any manner whatsoever, as principal or surety and whether alone or jointly with any other party or parties including interest, legal and other costs, charges and expenses (the "Secured Obligations")

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

Barclays Bank PLC (the "Assignee")
1 Churchill Place
London

Postcode E14 5HP

Presentor's name address and
reference (if any):

Mills & Reeve LLP
1 St James Court
Whitefriars
Norwich
NR3 1RU

0000115-2427

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

TUESDAY



AM6BM818

A29

10/03/2009

164

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

As security for the payment and discharge of the Secured Obligations, the Assignor with full title guarantee:

1.1 assigns to the Assignee all the Assigned Rights; and

1.2 to the extent not validly assigned to the Assignor charges by way of equitable charge all the Acquired Rights.

The Assignment of Contracts contains a negative pledge that during the Security Period the Assignor shall not:

2.1 create, attempt to create or permit to subsist any Security (other than provided for in the Assignment of Contracts) on, over or with respect to any of the Assigned Rights or the Acquired Rights; or

2.2 dispose of, sell, transfer, lend, lease, assign, part with possession of, or grant any interest or option in respect of or otherwise deal with any of its rights, title and interest in and to the Assigned Rights or the Acquired Rights or agree to do any of the foregoing (otherwise than pursuant to the Assignment of Contracts).

continued /.....

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Mills & Leese LLP

Date

6 March 2009

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 and the charge was created 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 and the charge was created 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 situate 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

**Particulars of a mortgage or charge
(continued)**

CHFP025

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binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

06211404

Name of Company

LEVEL (1) NW9

Limited*

* delete if
inappropriate

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

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

Please do not
write in this
binding margin

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

Please do not
write in this
• binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

Definitions and interpretation:

"Acquired Assets" means all rights, titles, benefits and interest whether proprietary, contractual or otherwise or present or future of the Assignor arising out of or in connection with any contract or other agreement or document relating to (other than the Contracts) the acquisition of land or any interest in land or premises or buildings or fixtures or the conferring of any similar rights in relation to such land or premises or buildings or fixtures;

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

"Assigned Rights" means all rights, titles, benefits and interests whether present or future, proprietary, contractual or otherwise, arising out of or under or in any Contract, including (but without limitation) all claims, rights and remedies for enforcing any Contract or in respect of any breach of any Contract and all monies and property whatsoever which are now or may at any time be due or owing to the Assignor and all present and future right, title, benefit and interest in all property of any kind of whatsoever nature now or hereafter held by the Assignor or accruing to any Assignor in respect of all or any of the foregoing;

"Contracts" means:

- 1 Agreement for lease in respect of the ground floor premises of the Property dated 12 February 2009 and originally made between Level Properties Limited (1) Level Nominees Limited and Level Nominees No. 2 Limited (2).
- 2 Agreement for lease of residential upper parts for market housing at the Property dated 12 February 2009 and originally made between Level Properties Limited (1) Level Nominees Limited and Level Nominees No. 2 Limited (2).
- 3 Agreement for lease of residential upper parts for affordable housing at the Property dated 12 February 2009 and originally made between Level Properties Limited (1) Level Nominees Limited and Level Nominees No. 2 Limited (2).
- 4 Agreement for lease in respect of part of B1/live/work premises at the Property dated 12 February 2009 and originally made between Level Properties Limited (1) Level Nominees Limited and Level Nominees No. 2 Limited (2).

and any other agreements or rights which the Assignor may from time to time be granted in respect of any Property together with any other documents affecting the Assigned Rights and which expression shall extend to and include the whole or any part thereof and any amendment, variation, substitution or extension thereof from time to time and **"Contract"** means each of any of them as the context so requires;

"Co-Obligor" means any person (other than the Assignor) who from time to time has an obligation to the Assignee in relation to the Secured Obligations;

"Property" means the freehold property known as land and buildings on the north east side of Edgware Road, Hendon as registered at the Land Registry under title number NGL12982 together with any fixtures thereon and the whole or any part thereof;

"Security" means any mortgage, standard security, pledge, hypothecation, title retention, lien, charge or assignment by way of security and any other agreement or arrangement howsoever described having the same or similar effect;

"Security Period" means the period from the date of the Assignment of Contracts to the date on which the Secured Obligations are irrevocably and unconditionally discharged in full.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6211398
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT OF CONTRACTS .
DATED 20 FEBRUARY 2009 AND CREATED BY LEVEL (1) NW9
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY OR ANY CO-OBLIGOR TO
BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 10 MARCH 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 MARCH 2009

