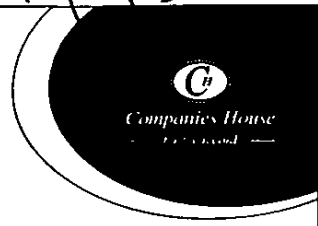


MG01

Particulars of a mortgage or charge

106579 / 13.



A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is**
You cannot use this
particulars of a charge
company To do this
form MG01s

THURSDAY



A03 A1SSMV8K 23/06/2011 224
COMPANIES HOUSE

1 Company details

Company number 0 0 5 2 7 0 8 1

Company name in full Adroit Group Limited

Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 3 1 0 3 2 0 1 1

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Legal Charge

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All sums of money and liabilities present future actual or contingent
owing or incurred by Adroit Group Limited ("the Borrower") pursuant
to the Facility Letter (as hereinafter defined) whether solely or jointly
with any other or others in partnership or otherwise and whether as
principal or surety to Bridging Ventures Limited ("the Lender")
together with all reasonable sums expended by the Lender under the
powers herein contained and all commission discount and other
banker's charges including reasonable legal or surveyors' fees
occasioned by or incidental to this or any other security held by or
offered to the Lender for the said indebtedness or by or incident to the
perfection or enforcement of any such security and in every case on
a full indemnity basis together with interest on all such sums of money
and liabilities (including any whose repayment is demanded as
aforesaid) and so that interest shall be computed and payable

Continued

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

MG01

Particulars of a mortgage or charge

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Mortgagee(s) or person(s) entitled to the charge (if any)

	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		Continuation page Please use a continuation page if you need to enter more details
Name	Brdging Ventures Limited		
Address	1 Raven Road, London		
Postcode	E 1 8 1 H B		
Name			
Address			
Postcode			

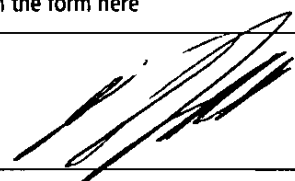
6

Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>1 The Borrower charges by way of legal mortgage and with full title guarantee to the Lender the property described or referred to in the Schedule hereto (hereinafter called "the Mortgaged Property") with the payment to the Lender of all such sums of money liabilities and interest as now are or shall from time to time become payable under the foregoing covenant</p> <p>2 If the Borrower is a company the Borrower also charges by way of floating security to the Lender all moveable plant machinery implements furniture and equipment now or from time to time placed on or used in or about the Mortgaged Property by the Borrower with the payment to the Lender of all such sums of money liabilities and interest as aforesaid and (where the context admits) the expression "the Mortgaged Property" shall be construed accordingly</p> <p>3 The Borrower shall not without the prior consent in writing of the Lender</p> <p>3 1 change or permit or suffer to be changed the present use of the Mortgaged Property,</p> <p>3 2 make any application for planning permission in respect of the Mortgaged Property or any part thereof ,</p> <p>3 3 enter into negotiations with an Authority with regard to or to consent to the acquisition of the Mortgaged Property or any part thereof and if so requested by the Lender to permit the Lender or its servants or agents to conduct such negotiations or to give any such consent on the Borrower's behalf and any compensation received by the Mortgagor as a result of any such acquisition shall be charged to and paid to the Lender and be applied in reduction of the monies obligations and liabilities,</p> <p>3 4 exercise the powers of leasing agreeing to lease or accepting surrenders of leases conferred upon the Borrower by Sections 99 and 100 of the Law of Property Act 1925 or to vary any lease so permitted or existing at the date hereof and not to enter into or permit or suffer any parting with possession of or sharing arrangement in respect of the Mortgaged Property or any part thereof,</p> <p>3 5 consent to any assignment of a lease or subletting of the whole or any part of the Mortgaged Property unless the Borrower is precluded by law from refusing such consent,</p> <p>Continued</p>		

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
Commission allowance or discount	<p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p> <p>Nil</p>	
8	Delivery of instrument	
	<p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
9	Signature	
	Please sign the form here	
Signature	<p>Signature</p> <p>X  X</p>	
	This form must be signed by a person with an interest in the registration of the charge	

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name **Jude Fletcher**

Company name **Fletcher Day LLP**

Address **4th Floor, Queensland House,**

393 Strand

Post town

County/Region **London**

Postcode **W C 2 R 0 L T**

Country

DX **DX 40017 Covent Garden**

Telephone **020 7766 5260**



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 the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



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

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

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	in the manner mentioned or referred to in a letter of offer written by the Lender to the Borrower on the 11th March 2011 ("the Facility Letter") or in such other manner as shall from time to time have been agreed between the parties hereto as well after as before any judgment obtained hereunder	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>3 6 do or permit or suffer to be done in or upon the Mortgaged Property any waste spoil or destruction and not to make or permit or suffer to be made any alteration or addition whatsoever,</p> <p>4 The Borrower shall not</p> <p>4 1 create any mortgage charge lien or other encumbrance whatsoever upon the Mortgaged Property or any part thereof and not to convey assign or transfer the whole or any part of the Mortgaged Property in such manner that the Mortgaged Property or the part thereof comprised in any such conveyance assignment or transfer remains subject to this security nor permit any person to become entitled to any proposed right or interest or the creation of any overriding interest,</p> <p>4 2 do or permit or suffer to be done anything which may in any way depreciate jeopardise or otherwise prejudice the value of this security</p> <p>THE SCHEDULE before referred to</p> <p>ALL THAT freehold property situate and known as land and buildings on the south east side of Portway Road, Rowley Regis and registered at HM Land Registry with Freehold Absolute under Title Number WR14713</p> <p>ALL THAT freehold property situate and known as land lying to the east of the Centre Lane, Halesowen and registered at HM Land Registry with Freehold Absolute under Title Number WM400803</p>	



**IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT**

Mr Registrar Barber

In the Matter of Adroit Group Limited

and

In the Matter of the Companies Act 2006

Bridging Ventures Limited

and

Adroit Group Limited



Claimant

Defendant

UPON THE APPLICATION by claim filed on the 13th May 2011 of Bridging Ventures Limited

AND UPON HEARING Counsel for the Claimant

AND UPON READING THE EVIDENCE

AND the Court being satisfied that the omission to deliver to the Registrar of Companies pursuant to Section 860 of the above-mentioned Act the Legal Charge hereinafter mentioned together with the prescribed Particulars thereof was due to inadvertence and that it is just and equitable to grant relief

IT IS ORDERED pursuant to Section 873 of the said Act that the time for delivering to the Registrar of Companies for Registration of the Legal Charge dated the 31st March 2011 and made between Adroit Group Limited of the one part and Bridging Ventures Limited of the other part of all that Freehold property situate and known as Land and Buildings on the South east side of Portway Road, Rowley Regis and registered at HM Land Registry with Freehold absolute under title number WR14713 and all that freehold property situate and known as land lying to the east of centre Lane, Halesowen and registered at HM Land Registry with Freehold Absolute under title number WM400803 to secure repayment of £1,219,531 together with the prescribed Particulars thereof is hereby extended to the 7th July 2011

AND IT IS ORDERED THAT the Claimant do deliver an Office Copy of this Order to the Registrar of Companies

AND THIS ORDER is without prejudice to the rights of any person acquired during the period between the date of the creation of the said Legal Charge and the date of actual registration

Dated 16th June 2011

To Fletcher Day LLP
DX 40017 Covent Garden

Ref. JF/BR10022





CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 527081
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 31
MARCH 2011 AND CREATED BY ADROIT GROUP LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO BRIDGING VENTURES LIMITED ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 23 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 JUNE 2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES