

Particulars of a mortgage or charge

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

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

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

For official use

Company number

06399736

Name of company

* Castlegate 499 Limited (the "Company")

Date of creation of the charge

28 February 2008

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

Omnibus Guarantee and Set-Off Agreement (OGSA) dated 28 February 2008 (the "Agreement")

Amount secured by the mortgage or charge

All monies and liabilities then due or which might thereafter become due to Lloyds TSB Bank plc (the "Bank") from either the Company or any one or more of the other parties to the Agreement (other than the Bank) being at the date hereof the following companies:

1. Castlegate 499 Limited as the Company
2. Omega Red Group Limited

(together "the Companies")

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

Lloyds TSB Bank plc, 25 Gresham Street, London

Postcode EC2 7HN

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

Eversheds LLP
115 Colmore Row, Birmingham
B3 3AL

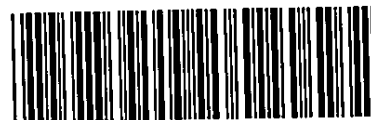
DAVIESRT/Bircorp 1329641

Time critical reference

For official Use (02/06)
Mortgage Section

1 Post room

MONDAY



A45

AMSYS410

03/11/2008

26

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Any sum or sums for the time being standing to the credit of any one or more of any present or future accounts of the Companies or any of them with the Bank (including any accounts held in the Bank's name with any designation which includes the name(s) of the Companies or any of them) whether such accounts be denominated in sterling or in a currency or currencies other than sterling.

NOTE: By Clause 14.7 of the Agreement, the Company agreed that it would not (without the prior written consent of the Bank) assign, mortgage, charge or otherwise confer upon any third party any right, title or interest in or to all or any of the accounts for the time being of the Company with the Bank or any sum or sums standing to the credit of any one or more of such accounts, or agree to do any such thing, or allow any such third party right, title or interest to subsist (except in each case in favour of, or upon, the Bank).

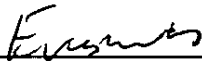
Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 30 October 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 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

Claim No : 8BM 30393

**IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
BIRMINGHAM DISTRICT REGISTRY**

IN THE MATTER OF OMEGA REDGROUP LIMITED (Company Number : 2197902)

AND

IN THE MATTER OF CASTLEGATE 499 LIMITED (Company Number : 06399736)

AND

IN THE MATTER OF THE COMPANIES ACT 1985

LLOYDS TSB BANK PLC

-and-

**(1) THE REGISTRAR OF COMPANIES
(2) OMEGA REDGROUP LIMITED
(COMPANY NO. 2197902)
(3) CASTLEGATE 499 LIMITED
(COMPANY NO. 06399736)**

Claimants



Defendants

GENERAL FORM OF JUDGMENT OR ORDER

BEFORE DISTRICT JUDGE SEDHEV sitting at Birmingham District Registry, Civil Justice Centre, The Priory Courts, 33 Bull Street, Birmingham B4 6DS on 20 October 2008

UPON the application by Part 8 Claim Form dated 1 September 2008 of Lloyds TSB Bank plc.

AND UPON HEARING Solicitor for the Claimant and no-one appearing for and on behalf of the above named Defendants although they appear to have been duly served with a Part 8 Claim Form as by the Certificate of Service of Brian Rawlings filed on 20 October 2008 appears.

AND UPON READING the Part 8 Claim Form, witness statement of Mr Hardie dated 29 August 2008 and the Omnibus Guarantee and Set-Off Agreement dated 28 February 2008 appearing as Exhibit "AH1" to that statement and the Claimants by their solicitors undertaking that in the case of a resolution for the winding up of the Company being effective on or before 20 November 2008 or a petition for the winding up of the Company being presented or for the making of an administration order on or before 20 November

2008 on which an order for winding up or an administration order shall be made and in case the Company by its liquidator or administrator or any unsecured creditor of the Company shall within 28 days after the commencement of such voluntary winding up or the date of such Order (whichever shall be the later) apply to this Court to discharge this Order then the Claimant shall submit to the jurisdiction of this Court and will abide by any Order that the Court may make (in case of the discharge of this present order) for rectification of the Register of Charges of the Company kept by the Registrar of Companies by the removal there from of any registration effected under this present Order.

AND THE Court being satisfied that the omission to deliver to the Registrar of Companies pursuant to Section 395 of the above-mentioned Act of the Omnibus Set-Off and Guarantee herein after mentioned together with the prescribed particulars thereof was due to inadvertence and it is just and equitable to grant relief pursuant to Section 404 of the Act Orders that the time for delivering to the Registrar of Companies for registration of the Omnibus Set Off and Guarantee dated 28 February 2008 and made between the Claimants of the one part and the Second and Third Defendants of the other part be extended to 10 November 2008.

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 between the date of the creation of the Omnibus Set-Off and Guarantee Agreement and the date of its actual registration.

This order is without prejudice to the rights of any person acquired between the date of creation of the said Omnibus Guarantee and Set-Off and the date of its actual registration.

AND it is directed that the Registrar of Companies shall not issue a conclusive certificate of registration in respect of the Omnibus Set Off and Guarantee until such time as the Registrar of Companies is satisfied that (1) no winding up or administration has commenced at the expiry of 20 November 2008 or if a winding up or administration has commenced by 20 November 2008 no application has been made to vary or discharge this order by a liquidator or administrator by 20 December 2008.

Dated: 20 October 2008



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6399736
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN OMNIBUS GUARANTEE AND
SET-OFF AGREEMENT DATED 28 FEBRUARY 2008 AND
CREATED BY CASTLEGATE 499 LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR
OMEGA RED GROUP LIMITED TO LLOYDS TSB BANK PLC
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 3 NOVEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 DECEMBER
2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES