

MG01

Particulars of a mortgage or charge



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 for

You cannot use this
particulars of a charge
company To do this
form MG01s

WEDNESDAY



base

v uk

A25

ARYORKB9

26/05/2010

291

COMPANIES HOUSE

1

Company details

Company number

0 7 1 1 1 1 9 0

Company name in full

Antler Limited (formerly known as Ingleby (1837) Limited)
(the "Company")

2

For official use

Filling 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

31 09 2005 20 01 20

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

Composite guarantee and debenture (the "**Debenture**") made between, inter alia, the Company and Lloyds
TSB Development Capital Limited (the "**Chargee**")

4

Amount secured

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

Amount secured

10
All monies, obligations and liabilities due from the date of the Debenture or
at any time in the future, owing or incurred to the Chargee (1) from the Note
Issuer pursuant to or in respect of the Loan Notes when the same become
due for payment or discharge, whether by acceleration or otherwise, and
whether such monies obligations or liabilities are express or implied, present
or future, actual or contingent, joint or several, incurred as principal or
surety and whether originally owing to the Chargee or purchased or
otherwise acquired by it or any of them and whether denominated in sterling
or in any other currency, or incurred on any banking account or in any other
manner whatsoever (2) all other amounts payable by the Company under the
Debenture and (3) all amounts owing by the Company to the Chargee in
relation to any other Junior Senior Liabilities (as defined in the Intercreditor
Deed) (the "**Secured Obligations**")

For definitions of capitalised terms used in this form please see the
continuation pages attached.

Continuation page

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

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5 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 | Lloyds TSB Development Capital Limited | |
| Address | One Vine Street, London | |
| Postcode | W 1 J 0 A H | |
| 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 Covenant to pay The Company covenanted to pay to the Chargee on demand the Secured Obligations (or that part then due to be paid and remaining unpaid) as and when the same or any part of them are due for payment or on such earlier date as this security becomes enforceable in accordance with the terms of the Debenture and the Chargee determines to enforce such security</p> <p>2 Charges 2.1 The Company with full title guarantee (subject to any Prior Charges) charged to the Chargee by way of fixed charge (and as regards all those parts of the freehold and leasehold property in England and Wales now vested in such Company by way of legal mortgage) as a continuing security for the payment and discharge of the Secured Obligations the following assets, both present and future, from time to time owned by the Company or in which the Company may from time to time have an interest</p> <p>(a) all freehold and leasehold property of the Company (including without limitation the property (if any) specified in Schedule 3 of the Debenture) and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land and all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property or land together with all rights easements and privileges appurtenant to or benefiting the same,</p> <p>(b) all plant, machinery (other than that charged by clause 4.1(a) of the Debenture) vehicles computers and office and other equipment and the benefit of all contracts and warranties relating to the same,</p> <p>(c) all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person including all allotments, rights, benefits and advantages whatsoever at any time accruing offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of them,</p> <p>(d) (subject to clause 8 of the Debenture in the case of any monies held in, or sums standing to the credit of the Collections Account,) the Receivables,</p> <p>(e) all its rights, title and interest in and to cash at bank and (if different) any amount from time to time standing to the credit of any bank or other account with the Chargee or with any other bank, financial institution or person (including, without limitation but subject to clause 8 of the Debenture, the Collections Account),</p> <p>(f) the Insurances and all proceeds of the Insurances,</p> <p>(g) all uncalled capital and the goodwill of the Company now or at any time in the future in existence,</p> <p>Continued on Continuation Page attached</p> | |

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7 Particulars as to commission, allowance or discount (if any)

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

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance
or discount

Nil

8 Delivery of instrument

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 866).

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 870). 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).

9 Signature

Please sign the form here

Signature

Signature

X *Waggon to LLP* X

This form must be signed by a person with an interest in the registration of the charge

CHFP025

10/09 Version 2.0

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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 Rob Bridgman

Company name Wragge & Co LLP

Address 55 Colmore Row

Post town Birmingham

County/Region West Midlands

Postcode B 3 2 A S

Country United Kingdom

DX DX 13036 Birmingham 1

Telephone 01212331000



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continued from form MG01

- (h) the benefit of all representations, undertakings, warranties and indemnities granted in favour of the Company under or pursuant to any agreement to which it is a party and the right to recover and receive all damages and/or compensation which may be payable to it in respect of them, and
- (i) the Intellectual Property
- 2 2 The Company with full title guarantee charged to the Chargee by way of floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever, both present and future, but excluding any property or assets from time to time or for the time being effectively charged to the Chargee by way of fixed charge pursuant to clause 4 1 of the Debenture
- 2 3 As further security for the payment of the Secured Obligations, the Company assigned absolutely to the Chargee all its right, title and interest in the Receivables (subject to clause 8 of the Debenture) and the Assigned Agreements and Insurances, provided that on payment or discharge in full of the Secured Obligations the Chargee will at the request and cost of the Company reassign the Receivables, Assigned Agreements and Insurances (each an Assigned Asset) to the Company
- 3 **Negative Pledge**
- 3 1 The Company covenanted that it will not without the prior consent in writing of the Chargee
 - (a) (save in relation to Receivables to the extent permitted or required pursuant to clause 8 of the Debenture) dispose of, factor, discount, assign or in any other manner deal with, or create, or attempt to create, or permit to subsist or arise any Encumbrance (except a Permitted Encumbrance) on or over, the Receivables or any part of the Receivables, or release, set off or compound them,
 - (b) create or attempt to create or permit to subsist in favour of any person other than the Chargee any Encumbrance (except Permitted Encumbrances),
 - (c) dispose of the Charged Assets or any part of them or attempt or agree so to do, except in relation to Receivables to the extent permitted pursuant to clause 8 of the Debenture and except for Permitted Disposals

Definitions

"Assigned Agreements" means any agreement which the Chargee may from time to time designate as such by notice in writing to the Company

"Charged Assets" means in respect of the Company all the undertaking, goodwill, property, assets and rights of the Company described in clauses 4 1 and 4 2 of the Debenture

"Charging Companies" means Antler Limited (Company Number 07111190) and Antler USA Limited (Company Number 03884875) and any person which accedes to the terms of the Debenture pursuant to the terms of a duly executed deed of accession, in the form set out in Schedule 4 of the Debenture

"Collateral Instruments" means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for any liabilities of any person and including without limitation any document or instrument creating or evidencing an Encumbrance

"Collections Account" means in respect of the Company, the bank account into which it collects its Receivables in accordance with Clause 8 1(a) of the Debenture

"Encumbrance" means any mortgage, charge, assignment for the purpose of security, pledge, lien, right of set-off, arrangement for retention of title, or hypothecation or trust arrangement for the purpose of, or which has the effect of, granting security, or other security interest of any kind whatsoever and any agreement, whether expressed to be conditional or otherwise, to create any of the same or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired or acquired by the person so agreeing or disposing

"Insurances" means all policies of insurance either now or in the future held by or written in favour of the Company or in which the Company is otherwise interested but excluding any third party liability or public liability insurance and any directors or officers insurance

"Intellectual Property" means all patents (including applications, improvements, prolongations, extensions and rights to apply for them in any part of the world) designs (whether registered or unregistered) copyrights,

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| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|--|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>design rights, trade marks and service marks (whether registered or unregistered) utility models, trade names, business names, domain names and brand names, knowhow, formulae, confidential information, trade secrets, computer software programs and systems and any similar rights existing in any country (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived from them or incidental to them in any part of the world</p> <p>"Intercreditor Deed" means the inter-creditor deed entered into between among others the Note Issuer the Chargee and Lloyds TSB Bank Plc and dated 19 May 2010</p> <p>"Junior Senior Liabilities" has the meaning ascribed to it in the Intercreditor Deed</p> <p>"Loan Notes" means the loan notes (and, if any, Pk or similar notes) from time to time issued by the Note Issuer to the Chargee pursuant to the Loan Note Instrument</p> <p>"Loan Note Instrument" means the LDC secured loan note instrument constituting £10,800,000 fixed rate loan notes of the Note Issuer</p> <p>"Note Issuer" means Antler Limited (formerly known as Ingleby (1837) Limited) (company number 07111190)</p> <p>"Permitted Disposal" means a disposal</p> <ul style="list-style-type: none"> (i) on market value terms in the usual course of trading as conducted at the date of the Debenture and for the purpose of carrying on the Company's business, (ii) to another Charging Company, (iii) arising as a result of any Permitted Encumbrance, or (iv) of obsolete or redundant vehicles, plant and equipment for cash <p>"Permitted Encumbrance" means any lien arising by operation of law and in the ordinary course of trading and not arising as a result of any default or omission by the Company or any other Security created by the Company to which the Chargee has given its prior written consent to the creation of or which is granted in favour of a party to and is the subject of the priority arrangements under the Intercreditor Deed</p> <p>"Prior Charge" means any Encumbrance granted by the Company on or prior to the date of the Debenture or otherwise with priority to the Debenture in accordance with the terms of the Intercreditor Deed</p> <p>"Receivables" means in respect of the Company</p> <ul style="list-style-type: none"> (i) all present and future book debts and other debts, rentals, royalties fees, VAT and monetary claims and all other amounts recoverable or receivable by the Company from other persons or due or owing to the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) including without limitation, insurance proceeds, disposal proceeds, and warranty claim proceeds, (ii) the benefit of all rights and remedies relating to any of the items in (i) above including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Encumbrances, Collateral Instruments, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights, and (iii) all proceeds of any of the items listed in (i) or rights and remedies in (ii) above | |



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7111190
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 19 MAY 2010 AND CREATED BY ANTLER
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY FORMERLY KNOWN AS INGLEBY
(1837) LIMITED TO LLOYDS TSB DEVELOPMENT CAPITAL
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
26 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 MAY 2010

Dt
J.I



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES