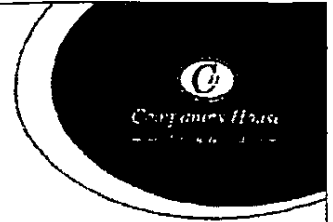


013016 / 13

In accordance with
Section 860 of the
Companies Act 2006

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 form to register
particulars of a mortgage or charge
in Scotland. Please use MG1

FRIDAY



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COMPANIES HOUSE

base
iv uk

1

Company details

Company number 0 7 1 1 1 1 9 0

Company name in full Antler Limited (previously named Ingleby (1837) Limited) (the "Company")

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 1 9 0 5 2 0 1 0

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 (Mortgage of a life policy) to secure own liabilities of a company or a limited liability partnership
dated 19 May 2010 between the Company and Lloyds TSB Bank plc (the "Mortgage")

4

Amount secured

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

Amount secured Please see attached Continuation Page

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

MG01**Particulars of a mortgage or charge****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 Bank plc (the "Lender")

Address

Corporate Customer Services Dept , City Office,

PO Box 72, Bailey Drive, Gillingham Business Park, Gillingham, Kent

Postcode

M E 8 0 L S

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

Please see attached Continuation Page

MG01

Particulars of a mortgage or charge

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

N/A

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 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 *Pincent Masons LLP* X

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

MG01

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 **Gemma Irving**

Company name **Pinsent Masons LLP**

Address **3 Hardman Street**

Spinningfields

Post town **Manchester**

County/Region **Greater Manchester**

Postcode

M	3		3	A	U	
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County **UK**

DX **DX 14344** ?

Telephone **0161 234 8234**



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 the 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

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

- a) all money and liabilities whether actual or contingent (including further advances made after the date of the Mortgage by the Lender) which then were or at any time thereafter might be due, owing or incurred from or by the Company to the Lender anywhere or for which the Company might be or become liable to the Lender in any manner whatsoever without limitation (an (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Lender as a result of a transfer, assignment or other transaction or by operation of law),
- b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time might be agreed between the Lender and the Company or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Lender's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Lender (as conclusively determined by the Lender) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Lender may select) for such consecutive periods (including overnight deposits) as the Lender may in its absolute discretion from time to time select,
- c) commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Lender in relation to the Company, this Mortgage or the Policy (including any acts necessary to release the Policy from this security), or in preserving, defending or enforcing the security hereby created in all cases on a full and unqualified indemnity basis, and
- d) fees charged by the Lender for the time spent by the Lender's officials, employees or agents in dealing with any matter relating to the Mortgage. Such fees shall be payable at such rate as may be specified by the Lender

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

1

CHARGE

The Company with full title guarantee assigned to the Lender

- (a) all money, including bonuses, that have accrued at the date of the Mortgage or may become payable under the Policy,
- (b) the benefit of all options and rights given to the Company in connection with the Policy, and
- (c) all the Company's rights, title and interest in and to the Policy,

as continuing security for the payment to the Lender of the Secured Obligations

2

RESTRICTIONS

The Company covenanted that it shall not without the prior written consent of the Lender

- (a) sell, assign, transfer or otherwise dispose of, or deal in any other way whatsoever with the Policy,
- (b) compound, release, exchange, set-off, discount, factor, or grant time or indulgence in respect of, any debt relating to the Policy or do anything whereby the recovery of any part of any such debt or any part of such proceeds may be impeded, delayed or prevented,
- (c) mortgage, charge or give any security of any kind to a third party over the Policy nor allow any such mortgage, charge or security to exist,
- (d) enter into any contractual or other agreement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by sub-clause 2(c) above, or
- (e) give to any person any option or any other right in relation to the Policy

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Definitions

"Policy" means

- (i) the policy of life assurance specified in the First Schedule of the Mortgage, and
- (ii) any policy or policies issued in substitution for the policy referred to in paragraph (ii) above (whether in whole or in part)

"Secured Obligations" means

- (i) all money and liabilities and other sums hereby agreed to be paid by the Company to the Lender, and
- (ii) all other money and liabilities expressed to be secured hereby (including, without limitation, any expenses and charges, arising out of or in connection with the acts or matters referred to in clauses 9 (*Undertakings*), 10 (*Default*), 18 (*Payment and Costs*) and 25 (*Prior Mortgage(s)*) of the Mortgage and all other obligations and liabilities of the Company under the Mortgage

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Schedule 1

The Policy

Name of person whose life is assured	Date of policy	Insurer/office	Policy number	Sum assured (exclusive of bonuses)	Term date
Robert Woodcock	19 05 10	Aegon Scottish Equitable Plc, Lancashire	L094423143	£250,000	TBC
Bill Montague	19 05 10	Aegon Scottish Equitable Plc, Lancashire	L097311143	£125,000	TBC
Gary Cappell	19 05 10	Aegon Scottish Equitable Plc, Lancashire	L094931143	£125,000	TBC
Richard Sutcliffe	19 05 10	Aegon Scottish Equitable Plc, Lancashire	L092722143	£125,000	TBC
David Benjamin	19 05 10	Aegon Scottish Equitable Plc, Lancashire	L094000243	£250,000	TBC



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. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE OF LIFE POLICY
DATED 19 MAY 2010 AND CREATED BY ANTLER LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO LLOYDS TSB BANK PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 4 JUNE 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 JUNE 2010



Companies House
— for the record —

P. well



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