

M

COMPANIES FORM No. 395

711618/13

395

Particulars of a mortgage or charge

CHFP021

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

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

For official use

Company number

3

02612195

Name of company

* insert full name
of Company

* Chesapeake Plastics Limited (the "Chargor")

Date of creation of the charge

29 May 2009

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

Debenture (the "Charge")

Amount secured by the mortgage or charge

All present and future liabilities and obligations at any time of any Debtor to any Lender under the Finance Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (i) any refinancing, novation, deferral or extension;
- (ii) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;
- (iii) any claim for damages or restitution; and
- (iv) any claim as a result of any recovery by any Debtor of a Payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non provability, unenforceability or non allowance of those amounts in any insolvency or other proceedings (the "Secured Obligations").

See Part 2 of the attached Schedule for definitions.

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

Chesapeake Holdings BV (the "Security Agent")

75 St. Stephen's Green, (Dublin 2) Dublin, Ireland

Postcode N/A

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

Kirkland & Ellis International LLP
30 St Mary Axe
London EC3A 8AF
FAO: Bryan Robson

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

WEDNESDAY



LD5

L595HALG

10/06/2009

29

COMPANIES HOUSE

Please see Part 1 of the attached Schedule.

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)*

Signed Highland & Ellis International LLP Date 09.06.09

On behalf of Highland & Ellis International LLP [mortgagee/chargee] ^③

^③delete 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 are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE

Part 1 - Particulars of the property mortgaged or charged

1. SECURITY

(a) **Fixed Charges:**

(i) **Real Property:** The Chargor charges:

- (A) by way of first legal mortgage the Scheduled Real Property and all other Real Property in England or Wales now belonging to it; and
- (B) by way of first fixed charge all its rights, title and interest now or subsequently belonging to it in Real Property not mortgaged pursuant to paragraph (A) above subject to obtaining any necessary consent to such mortgage from any third party and provided that the Excluded Property will not be charged under Clause 3.2 of the Charge while the Pensions Security subsists;

(ii) **Investments:** The Chargor charges:

- (A) by way of first fixed charge all its rights, title and interest in the Scheduled Investments and all other Investments now belonging to it; and
- (B) by way of first fixed charge all its rights, title and interest in all Investments now or subsequently belonging to it not referred to in paragraph (A) above;

(iii) **Monetary Claims and Related Rights:** The Chargor charges by way of first fixed charge all its rights, title and interest now or subsequently in all Monetary Claims and all Related Rights, including, without limitation, all Intercompany Receivables (except to the extent that such assets are for the time being effectively charged pursuant to paragraph (v) below or effectively assigned by way of security pursuant to Clause 3.3 (*Assignment by way of security*) of the Charge);

(iv) **Intellectual Property:** The Chargor charges by way of first fixed charge all its rights, title and interest now or subsequently in Intellectual Property including, without limitation, the Scheduled Intellectual Property (other than any Intellectual Property which is for the time being effectively assigned by way of security pursuant to Clause 3.3 (*Assignment of way of security*) of the Charge);

(v) **Bank Accounts:** The Chargor charges by way of first fixed charge all its rights, title and interest now or subsequently in the Collection Accounts and in the Bank Accounts in England and Wales into which the Investments are paid provided that the Chargor shall be entitled to use such accounts in the ordinary course of its business without consent of the Security Agent until an Enforcement Event;

- (vi) **Insurance Policies:** The Chargor charges by way of first fixed charge all its rights, title and interest now or subsequently in the Insurance Policies and all Related Rights (except to the extent that such assets are for the time being effectively assigned by way of security pursuant to Clause 3.3 (*Assignment of way of security*) of the Charge);
 - (vii) **Personal Chattels:** The Chargor charges by way of first fixed charge all its rights, title and interest now or subsequently in the Personal Chattels (including Scheduled Personal Chattels);
 - (viii) **Goodwill and uncalled capital:** The Chargor charges by way of first fixed charge all its rights, title and interest now or subsequently in:
 - (A) all its uncalled capital; and
 - (B) all its goodwill.
- (b) **Assignment by way of Security:**
- (i) The Chargor hereby assigns and agrees to assign absolutely (subject to the right to reassignment on redemption pursuant to Clause 16.11 (*Redemption*) of the Charge) all rights, title and interest present or future of the Chargor in respect of:
 - (A) the Relevant Documents and the Intercompany Receivables together with the benefit of all its rights, claims and remedies in respect of such Relevant Documents and Intercompany Receivables; and
 - (B) all rights and claims in respect of the Collection Accounts provided that the Chargor shall be entitled to use such accounts in the ordinary course of its business without consent of the Security Agent until an Enforcement Event.
 - (ii) Until an Enforcement Event, the Chargor shall be entitled to exercise all its rights in the Relevant Documents and Intercompany Receivables, subject to the other provisions of the Charge.
- (c) **Floating Charge:**
- (i) The Chargor charges by way of first floating charge its undertaking and all its assets both present and future other than any asset in England and Wales effectively mortgaged, charged or assigned under Clause 3.2 (*Fixed Charges*) or Clause 3.3 (*Assignment by way of Security*) of the Charge including any assets comprised within a Charge which is reconverted under Clause 3.8 (*Reconversion*) of the Charge and any immovable property of the Chargor in Scotland and any assets in Scotland falling within any of the types mentioned in Clause 3.2 (*Fixed Charges*) of the Charge. The floating charge created by the Chargor under this paragraph shall be a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 of the Insolvency Act 1986.

2. Subject to Clause 5.3 (*Monetary Claims*) of the Charge, except with the consent of the Security Agent:

- (a) The Chargor shall not create or permit to be outstanding any Security over any Charged Assets save as permitted under the terms of the Facilities Agreement; and
- (b) The Chargor shall not sell, transfer, assign, lease, hire out, grant, lend or otherwise dispose of any of the Charged Assets or the equity of redemption therein or permit any person to do any such thing save as permitted under the terms of the Facilities Agreement.

Part 2 - Definitions

Bank Accounts: means any account with any bank or financial institution in which the Chargor now or in the future has an interest including any replacement or substitute account or subdivision or sub account of that account, and to the extent of such interest, all credit balances now or in the future on such account and all Related Rights.

Boxmore Scheme: means the Boxmore Group Pension Scheme governed by the definitive deed and rules dated 18 March 1998, as amended, entered into by the Boxmore Trustees and Boxmore International Limited.

Boxmore Secured Obligations means all obligations and liabilities with respect to the payment to the Boxmore Trustees of the pension deficit under the Boxmore Scheme in an amount not exceeding £2,100,000.

Boxmore Trustees: means together: Robert Hetherington of 2 Hedge End, Tadley, Basingstoke, Hants, RG26 3UX, Roy Brindle of 15 Lindberg Way, Woodley, Reading, Berkshire, RG5 4XE, Gordon Symington of 19 Belmont Grove, Lisburn, BT28 3YB, Neil Wilkinson of 19 Pack House Road, Melbourne, Derbyshire, DE93 8EG and Martin O'Connell of Abbeylands, Stackhouse Settle, North Yorkshire, BD24 0DN in their capacity as trustees of the Boxmore Scheme.

Charged Assets: means the assets and undertakings from time to time which are the subject of any Security created or purported to be created by or pursuant to the Charge and, where the context permits, the proceeds of sale of such assets.

Charges: means Security from time to time created or expressed to be created by or pursuant to the Charge.

Chargors: means the companies listed in Schedule 1 (*The Chargors*) to the Charge.

Collection Accounts: means any Bank Account that may from time to time be agreed in writing by the Security Agent and the Chargor as an account into which the amount of the Monetary Claims are to be paid and in respect of which the relevant bank or financial institution has agreed to operate such account in accordance with any procedures stipulated by the Security Agent.

Debtor: has the meaning given to that term in the Intercreditor Agreement.

Derivative Rights include:

- (1) all rights relating to investments which are deposited with or registered in the name of any Security Agent, depositary, custodian, nominee, fiduciary, investment manager or clearing system or other similar person or its nominee, in each case whether or not on a fungible basis (including rights against such person); and

- (2) all other rights or cash or other assets attaching or relating to or accruing or offered on or deriving now or subsequently from investment of such rights (whether by way of redemption, conversion, exercise or option rights, substitution, exchange, preference, bonus or otherwise).

Enforcement Event: means the occurrence of an Event of Default in respect of which notice has been given in accordance with clause 26.16 (Acceleration) of the Facilities Agreement.

Event of Default: has the meaning given to that term in the Facilities Agreement.

Excluded Property: means:

- (3) the freehold property comprising Millennium Way West, Phoenix Centre, Nuthall, NG8 6AW under title numbers NT388097 and NT298505 over which a legal mortgage has been granted to the Boxmore Trustees as security for the Boxmore Secured Obligations; and
- (4) the freehold land and buildings on the east and west side of Hollingwood Lane, Lidget Green, Bradford, West Yorkshire, DB7 2RQ over which a legal mortgage has been granted to Field Group Pension Trustee Limited as security for the Field Plan Secured Obligations.

Facilities Agreement: means the £44,000,000 Senior Secured Revolving Facility and £56,000,000 Senior Secured Term Facility Agreement dated 30 April 2009 between amongst others Chesapeake UK Holdings Limited and Chesapeake Limited as Borrowers, Chesapeake Holdings B.V. as Agent and Security Agent as amended, supplemented, novated, excluded or restated from time to time.

Field Group Pension Plan: means the Field Group Pension Plan currently governed by the definitive deed and rules dated 4 April 2006, as amended, entered into by Field Group Pension Trustee Limited and Chesapeake Limited (formerly known as Field Group Plc).

Field Plan Secured Obligations: means all obligations and liabilities with respect to the payment to Field Group Pension Trustee Limited of the 2009 required contribution of £6,000,000 to the Field Group Pension Plan recovery plan by 15 July 2009.

Finance Documents: has the meaning given to that term in the Facilities Agreement.

Fixtures: means trade and other fixtures and fittings and fixed plant, machinery and other apparatus.

Group: means the Chargors and other subsidiaries of Chesapeake UK Holdings Limited.

Insurance Policy: means any contract or policy of insurance (including life insurance or assurance) in which the Chargor may from time to time have an interest as a beneficiary under its terms to the extent it relates to the Charged Assets.

Intellectual Property: means all patents, trademarks, service marks, brand and business names, copyrights (including any rights in computer software), design rights, registered designs, moral rights, inventions (including any software), topography and similar rights,

database rights, domain name rights, confidential information, know-how and all other intellectual property rights and interests (whether or not registered) (including, without limitation, all scheduled intellectual property) and the benefit of all applications and rights to use such assets and all Related Rights.

Intercompany Receivables: means all Monetary Claims due or owing or incurred to the Chargor from or by any other member of the Group from time to time including, without limitation, the Intercompany Receivables detailed in Part 1 of Schedule 10 of the Charge.

Intercreditor Agreement: means the intercreditor agreement dated 30 April 2009 and made between, among others, Chesapeake UK Holdings Limited, the Debtors, the Security Agent, the Lenders (as defined therein), the Ancillary Lenders (as defined therein) and the Intra-Group Lenders (as defined therein).

Investments: means:

- (1) any shares, stocks, debentures, certificates of deposit, securities, bonds or other securities;
- (2) all interests in collective investment schemes;
- (3) all warrants, options and other rights to subscribe or acquire any investment referred to in paragraph (a) or (b), including, without limitation, the Scheduled Investments, in each case whether held directly by the Chargor or by any Security Agent, Secured Party, depositary, custodian, nominee, fiduciary, investment manager or clearing system on its behalf and all Related Rights (including all rights against such person) and all Derivative Rights.

Lenders: has the meaning given to that term in the Intercreditor Agreement.

Monetary Claims: means any book and other debts and monetary claims owing to the Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, any claim, return of premium or the proceeds paid or payable in respect of any Insurance Policy, any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets, property, rights or undertaking of the Chargor, but excluding the Bank Accounts).

Payment: has the meaning given to that term in the Intercreditor Agreement.

Pensions Security: means:

- (1) the legal mortgage granted in respect of the freehold property comprising Millennium Way West, Phoenix Centre, Nuthall, NG8 6AW under title numbers NT388097 and NT298505 by Chesapeake Limited to the Boxmore Trustees as security for the Boxmore Secured Obligations; and
- (2) the legal mortgage granted in respect of the freehold land and buildings on the east and west side of Hollingwood Lane, Lidget Green, Bradford, West Yorkshire, DB7 2RQ by Chesapeake Limited to Field Group Pension Trustee Limited to Field Group Pension Trustee Limited as security for the Field Plan Secured Obligations.

Personal Chattels: means plant, machinery, office equipment, computers, vehicles, goods and other chattels (including all spare parts, replacements, modifications and additions) but not Fixtures on Real Property charged under Clause 3.2(a) (*Real Property*) of the Charge or stock in trade or work in progress and all Related Rights.

Real Property: means freehold, heritable, leasehold or immovable property anywhere in the world (including, without limitation, the Scheduled Real Property) and any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property, and includes all Related Rights.

Related Rights: means, in relation to any Charged Asset:

- (1) the proceeds of sale of any part of that Charged Asset;
- (2) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Asset;
- (3) all rights, powers, benefits, claims, contracts, warranties, negotiable instruments, remedies, Security, guarantees, indemnities or covenants for title in respect of that Charged Asset; and
- (4) any moneys and proceeds paid or payable in respect of that Charged Asset.

Relevant Documents: means the documents specified in Part 2 of Schedule 10 (*Relevant Documents*) of the Charge and any documents specified as Relevant Documents as agreed between the Security Agent and the Chargor from time to time.

Scheduled Intellectual Property: means the Intellectual Property described in Schedule 3 (*Details of the Scheduled Intellectual Property*) of the Charge.

Scheduled Investments: means the Investments described in Schedule 4 (*Details of the Scheduled Investments*) of the Charge.

Scheduled Personal Chattels: means the Personal Chattels described in Schedule 5 (*Details of the Scheduled Personal Chattels*) of the Charge.

Scheduled Real Property: means the Real Property described in Schedule 2 (*Details of the Scheduled Real Property*) of the Charge and all Related Rights.

Secured Parties: has the meaning given to that term in the Facilities Agreement.

Security: has the meaning given to that term in the Facilities Agreement.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2612195
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 29 MAY 2009
AND CREATED BY CHESAPEAKE PLASTICS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
DEBTOR TO ANY LENDER 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 JUNE 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 JUNE 2009

Handwritten signature



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES