

MR04

Statement of satisfaction in full or in part of a charge



Companies House

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register a statement of satisfaction in full or in part of a mortgage or charge against a company

☐ **What this form is NOT for**
You may not use this form to register a statement of satisfaction in full or in part of a mortgage charge against an LLP. Use form LL MR04

FRIDAY



A09 25/10/2013 #241
COMPANIES HOUSE

1 Company details

Company number 0 2 6 1 2 1 9 5
Company name in full CHESAPEAKE PLASTICS LIMITED

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Charge creation¹

When was the charge created?

- Before 06/04/2013 Complete **Part A and Part C**
- On or after 06/04/2013 Complete **Part B and Part C**

1 Property acquired
If section 859C of the Companies Act 2006 applies, this is the date that the property was acquired

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge *

Charge creation date 0 5 1 0 2 0 1 0

1 Property acquired
If section 859C of the Companies Act 2006 applies, this is the date that the property was acquired

A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description Omnibus Guarantee and Set-Off Agreement dated 5 October 2010 (the "Agreement")

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

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Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged	Continuation page Please use a continuation page if you need to enter more details
	<p>Short particulars of all property mortgaged or charged</p> <p>1 The Chargor and each Company with full title guarantee charged its Credit Balances to the Bank to secure repayment of the Secured Obligations</p> <p>2 In clause 2 3 of the Agreement, the Companies maximum aggregative liability under the Agreement, each of the debentures granted or to be granted by, Chesapeake Limited, Chesapeake Belfast Limited, Chesapeake Hillington Limited, Chesapeake Plastics Limited in favour of the Bank, the deposit agreement ("Deposit Agreement") granted or to be granted by Chesapeake Limited in favour of the Bank and the floating charge granted or to be granted by Chesapeake Hillington Limited in favour of the Bank, is limited to the sum of £25,000,000 plus all amounts of interest, discount, commission, fees, costs and expenses comprised in the Principal Liabilities, Secured Liabilities or Secured Obligations as the case may be (as such term is defined in each of the aforesaid documents) at any time</p> <p>3 In clause 14 7 of the Agreement, the Chargor and each Company agreed with the Bank that it shall 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 any Credit Balance, or otherwise dispose of any Credit Balance 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)</p> <p>4 The Agreement shall continue to bind each of the Companies as a continuing security notwithstanding that the liabilities of any Principal to the Bank may from time to time be reduced to nil and notwithstanding any change in the name, style, constitution or otherwise of any principal and shall continue to bind each of the Companies until the receipt by the Bank of an effective Notice of Discontinuance whereupon the provisions of sub-clause 2 2 of the Agreement shall apply</p> <p>APPENDIX</p> <p>DEFINITIONS AND CONSTRUCTION</p> <p>1 1 In the Agreement, so far as the context admits, the following words and expressions shall have the following meanings</p> <p>"Accounts" means all the present and future accounts of the Companies with the Bank whether such accounts are in the sole name of any of the Companies or in the joint names of two or more Companies and includes accounts in the Bank's name with any designation which includes the name(s) of any one or more of the Companies and Account means any one of them,</p> <p>"Bank" means Lloyds TSB Bank plc,</p>	

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A3	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>"Bank Finance Documents" has the definition given in the Facility Letter, and shall include</p> <ul style="list-style-type: none"> (a) the Facility Letter, (b) the Agreement, (c) a debenture from Chesapeake Limited, (d) a debenture from Chesapeake Belfast Limited, (e) a debenture from Chesapeake Hillington Limited, (f) a floating charge from Chesapeake Hillington Limited, (g) a debenture from Chesapeake Plastics Limited, (h) a deposit agreement from Chesapeake Limited, (i) a standard security agreement from Chesapeake Limited, (j) a deed of priority between the Bank, Lloyds Commercial Finance Limited and Chesapeake Limited, Chesapeake Belfast Limited, Chesapeake Hillington Limited and Chesapeake Plastics Limited, and (k) any other document designated as such by Chesapeake Limited and the Bank <p>"Companies" means the Attorney and the other companies named in schedule 1 (and such expression shall include any company executing a deed pursuant to sub-clause 21 1 of the Agreement but shall not include any company released pursuant to sub-clause 21 2 of the Agreement as from the date of its release) and each or any of them severally and Company means any one of them,</p> <p>"Credit Balance" means any sum standing to the credit of an Account, whether in Sterling or any other currency or currency unit and the debt from time to time owing by the Bank represented by that sum and "Credit Balances" means all of them,</p> <p>"Facility Letter" means the overdraft and ancillary facilities letter dated 5 October 2010 and made between Chesapeake Limited and the Bank,</p> <p>"Guarantee" means the guarantee contained in clause 2 of the Agreement and the indemnity contained in clause 4 of the Agreement (and, in each case, any corresponding provision in any deed supplemental to the Agreement),</p> <p>"Notice of Discontinuance" means a notice served in accordance with sub-clauses 1 2(a) and 25 4 of the Agreement,</p>	

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	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>"Principal" means any Company insofar only as it at any time owes money or has incurred liabilities (whether certain or contingent) to the Bank under or in connection with the Bank Finance Documents otherwise than pursuant to the terms of the Agreement,</p> <p>"Principal's Liabilities" means</p> <p>(a) all money and liabilities whether actual or contingent as at the date of the Agreement or at any time due, owing or incurred from or by any one or more of the Principals to the Bank under or in connection with the Bank Finance Documents or for which any one or more of the Principals may be or become liable to the Bank under or in connection with the Bank Finance Documents (and 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 under or in connection with the Bank Finance Documents and have subsequently become due, owing or incurred to the Bank under or in connection with the Bank Finance Documents as a result of a transfer, assignment or other transaction or by operation of law) including</p> <p>(i) in the case of the liquidation, administration or dissolution of any Principal, all sums (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Principal under or in connection with the Bank Finance Documents if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration, or dissolution, and</p> <p>(ii) in the event of the discontinuance of the Guarantee in respect of any Principal, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Principal on the Bank or its agents in each case under or in connection with the Bank Finance Documents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Principal to the Bank under or in connection with the Bank Finance Documents at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Principal under or in connection with the Bank Finance Documents,</p>	

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	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>(b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the relevant Principal under or in connection with the Bank Finance Documents 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 Banks 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 Bank (as conclusively determined by the Bank) 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 Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select, and</p> <p>(c) commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank under or in connection with the Bank Finance Documents in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Principal or others and in relation to the preparation and enforcement of any security held by or offered to the Bank for such liabilities under or in connection with the Bank Finance Documents together with interest computed as provided in paragraph (b) above on each such sum from the date that the same was incurred or fell due,</p> <p>"Secured Obligations" means the aggregate of the Principals' Liabilities and all other money and liabilities payable by the Companies under the Agreement,</p> <p>"Set-off Arrangements" means the arrangements described in clause 14 of the Agreement (and any corresponding provision in any deed supplemental to the Agreement),</p> <p>"Sterling" means the legal currency for the time being of the United Kingdom</p>	

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Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>Schedule 1</p> <p>Part I – The Attorney</p> <p>Chesapeake Limited Incorporated in England and Wales with company number 02586987 Church House, St Mary's Court, The Broadway, Old Amersham, Bucks</p> <p>Part II – The Other Companies</p> <p>Chesapeake UK Holdings Limited Incorporated in England and Wales with company number 02586987 Church House, St Mary's Court, The Broadway, Old Amersham, Bucks</p> <p>Chesapeake Belfast Limited Incorporated in Northern Ireland with company number NI 004663 c/o Arthur Cox, Capital House, 3 Upper Queen Street, Belfast, BT1 6PU</p> <p>Chesapeake Plastics Limited Incorporated in England and Wales with company number 02612195 Church House, St Mary's Court, The Broadway, Old Amersham, Bucks</p> <p>Chesapeake Hillington Limited Incorporated in Scotland with company number SC031604 4th Floor, Saltire Court, 20 Castle Terrace, Edinburgh, Midlothian, EH1 2EN</p>	

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Part B Charges created on or after 06/04/2013**B1 Charge code**Charge code ^①

Please give the charge code This can be found on the certificate

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^① Charge code

This is the unique reference code allocated by the registrar

Part C To be completed for all charges**C1 Satisfaction**I confirm that the debt for the charge as described has been paid or satisfied
Please tick the appropriate box

- ☒ In full
☐ In part

C2 Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Forename(s)

SLAUGHTER AND MAY

Surname

Please give the address of the person delivering this statement

Building name/number

ONE

Street

BUNHILL ROW

Post town

LONDON

County/Region

UK

Postcode

E	C	1	Y		8	Y	Y
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Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

REPRESENTATIVE OF THE CHARGOR

C3 Signature

Please sign the form here

Signature

Signature

X



X

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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. The contact information you give will be visible to searchers of the public record.

Contact name

ED MOBERLY

Company name

SLAUGHTER AND MAY

Address

ONE BUNHILL ROW

Post town

LONDON

County/Region

Postcode

E C 1 Y 8 Y Y

Country

UK

DX

Telephone

0207 090 5400

**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

Part A Charges created before 06/04/2013

- ☐ You have given the charge date
☐ You have completed the Description of instrument and Short particulars in Sections A2 and A3

Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code

Part C To be completed for all charges

- ☐ You have ticked the appropriate box in Section C1
☐ You have given the details of the person delivering this statement in Section C2
☐ You have signed the form

**Important information**

Please note that all information on this form will appear on the public record

**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