

255625/104

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 NOT for

You cannot use this form to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s

WEDNESDAY



AQNSEOEV

A34

20/10/2010

280

COMPANIES HOUSE

FOR OFFICIAL USE

1

Company details

Company number 0 2 6 1 2 1 9 5

Company name in full CHESAPEAKE PLASTICS LIMITED (the "Chargor")

6

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 / 0 5 1 0 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 Debenture Deed (the "Debenture")

05

4

Amount secured

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

Amount secured As specified in the continuation page to this form

07

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 Bank Plc (the "Bank")

Address 25 Gresham Street

London

Postcode E C 2 V 7 H N

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 As specified in the continuation page to this form

NO u/t

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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 EVERSNEEDS 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		Important information	
<p>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.</p>		<p>Please note that all information on this form will appear on the public record.</p>	
Contact name	Victoria Quek	£ How to pay	
Company name	Eversheds LLP	<p>A fee of £13 is payable to Companies House in respect of each mortgage or charge.</p>	
		<p>Make cheques or postal orders payable to 'Companies House'.</p>	
		✉ Where to send	
Address	1 Wood Street	<p>You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:</p>	
		<p>For companies registered in England and Wales: The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff</p>	
Post town	London	<p>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)</p>	
County/Region		<p>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</p>	
Postcode	E C 2 V 7 W S		
Country	United Kingdom		
DX	DX 154280 Cheapside 8		
Telephone	0845 497 4701		
✓ Certificate			
<p>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.</p>			
✓ Checklist			
<p>We may return forms completed incorrectly or with information missing.</p>			
<p>Please make sure you have remembered the following</p>		i Further information	
<p><input type="checkbox"/> The company name and number match the information held on the public Register</p>		<p>For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk</p>	
<p><input type="checkbox"/> You have included the original deed with this form</p>		<p>This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk</p>	
<p><input type="checkbox"/> You have entered the date the charge was created</p>			
<p><input type="checkbox"/> You have supplied the description of the instrument</p>			
<p><input type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee</p>			
<p><input type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge</p>			
<p><input type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged</p>			
<p><input type="checkbox"/> You have signed the form</p>			
<p><input type="checkbox"/> You have enclosed the correct fee</p>			

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Particulars of a mortgage or charge

Amount secured

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

Short particulars

The amount secured by the Debenture is all monies (in whatever currency), obligations and liabilities which are from time to time due, owing or incurred by the Chargor to the Bank pursuant to the Bank Finance Documents, whether actually or contingently, solely or jointly and whether as principal or surety, including discount charges and interest (as well after as before judgment) commission and other fees and charges at the rates and on the terms agreed between the Chargor and the Bank from time to time, together with all Expenses and all amounts owing in respect of Indemnified Events plus, in each case, interest at the rate agreed with the Chargor, from the date the same are incurred to the date of payment in full compounded monthly or otherwise in accordance with the Bank's usual practice (the "**Secured Liabilities**")

Capitalised terms used in the form are defined in the Appendix to this form.

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Particulars of a mortgage or charge

Short particulars of all the property mortgaged or charged

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

Short particulars

1. The Chargor agreed with the Bank that it will pay and/or discharge the Secured Liabilities when the same are due and payable
2. It was agreed between the Bank and the Chargor that the Chargor's maximum aggregate liability under the Debenture is subject to the following limitation

The Companies maximum aggregate liability under the Omnibus Guarantee and Set Off 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, the standard security 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 (as such term is defined in each of the aforesaid documents) at any time.

3. As continuing security for the payment and/or discharge of the Secured Liabilities, the Chargor with full title guarantee charged to Bank
 - 3.1. by way of fixed charge any freehold or leasehold property now and in the future owned by the Chargor or in which the Chargor may have an interest,
 - 3.2. by way of fixed charge, all buildings, fixtures and fittings (including trade fixtures and fittings) from time to time in, on or attached to any of the Chargor's freehold or leasehold property;
 - 3.3. by way of fixed charge, any plant, machinery, vehicles, computer equipment, furniture, tools and other equipment not disposed of in the ordinary course of the Chargor's business and all spare parts, replacements, modifications and additions for or to such Equipment and

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the benefit of all manuals, instructions, warranties and maintenance agreements relating to such Equipment;

3.4. by way of fixed charge, all Non Vesting Invoices and all cash in respect thereof,

3.5. by way of fixed charge, all Other Invoices required by the Bank to be paid into a Nominated Account and all cash in respect thereof,

3.6. by way of fixed charge, any credit balance on any Nominated Account;

3.7. by way of fixed charge, all the Chargor's goodwill and uncalled capital present and future,

3.8. by way of fixed charge, all the Chargor's Intellectual Property from time to time not disposed of in the ordinary course of the Chargor's business;

3.9. by way of fixed charge, all Securities from time to time owned by the Chargor or in which it has an interest;

3.10. by way of fixed charge, all loan capital, indebtedness or liabilities on any account or in any manner owing to the Chargor from any Subsidiary of the Chargor or a member of the Chargor's Group;

3.11. by way of fixed charge, all the Chargor's rights and claims (including to the return of premiums) under all insurance policies in which the Chargor has an interest from time to time;

3.12. by way of floating charge, all the Chargor's property, assets and rights from time to time not subject to a fixed charge under the Debenture (including any property or assets situated in Scotland).

4. The floating charge created by Clause 2.1.12 of the Debenture is a qualifying floating charge in accordance with paragraph 14 of Schedule B1 Insolvency Act

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Particulars of a mortgage or charge

Short particulars of all the property mortgaged or charged

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5. The Debenture is a continuing security It secures the ultimate balance of the Secured Liabilities despite any interim settlement of account until a final discharge of the Debenture is given by the Bank to the Chargor.

6. DEALINGS WITH NON VESTING AND OTHER INVOICES AND BANK ACCOUNTS

The Chargor agreed with the Bank that it will:

6.1. in relation to Non Vesting Invoices:

6 1.1. observe and perform all the warranties and covenants given by it in any debt purchase, invoice discounting or other financing arrangement relating to the purchase of any debts;

6 1.2. procure that all Remittances are paid into the Receivables Account or any other account nominated by the Bank from time to time;

6.2. in relation to Other Invoices

6.2.1 not compromise, compound or release them, exercise (or allow any other person to exercise) set off against them or otherwise deal or dispose of them

6 2 2. not waive any right of recovery or do or omit to do anything which may delay or prejudice recovery;

6.2 3 not extend the due date for payment (other than by way of normal trade credit in the ordinary course of business);

6.2.4 not assign, factor or discount them,

6.2.5. collect them in the ordinary course of its business, or in accordance with any directions given by the Bank from time to time; and

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6.2.6 unless or until the Bank requires otherwise, procure that all Remittances are paid into its current account with its bankers advised to the Bank from time to time

6.3. if requested by the Bank, after the Bank has demanded payment of the Secured Liabilities or an Insolvency Event, open such bank accounts (including separate designated accounts, blocked accounts or trust accounts) in the name of the Chargor with such mandates as the Bank may specify; and if requested by the Bank, procure that all Remittances in respect of its Other Invoices are paid into such bank accounts and only deal with the monies in any such account in accordance with the written directions of the Bank from time to time (subject only to such rights as the bank at which the account is held may have in respect thereof);

6.4. on the Bank's demand, after the Bank has demanded payment of the Secured Liabilities or an Insolvency Event, execute an assignment of any Other Invoices or Non-Vesting Invoices in such form as the Bank may require and serve notice thereof on the relevant debtors.

6.5. upon crystallisation of the floating charge in clause 2.1.12 of the Debenture not pay or otherwise deal with the monies in any of the Chargor's bank accounts except in accordance with any written directions the Bank may give from time to time (subject to any rights which the bank at which the account is held has in respect thereof).

7. GENERAL COVENANTS

The Chargor agreed with the Bank that it will

7.1. CONDUCT OF BUSINESS

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Particulars of a mortgage or charge

Short particulars of all the property mortgaged or charged

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Short particulars

7.1.1. not permit any person to become entitled to any proprietary right or interest which might affect the value of the assets subject to the fixed charges created by the Debenture,

7.2. REAL PROPERTY

7 2 1 in relation to any Property, not, without the Bank's prior written consent:

7 2 1 1 part with or share possession or occupation,

7.2 1 2 grant or extend any lease or licence or agreement for the same;

7.2.1.3 grant any licence or permission to any tenant, licensee or other occupier to assign, underlet, part with possession or occupation,

7.2.1 4 forfeit, determine, accept or agree to accept the surrender of any lease granted by it;

7 2.1.5. vary the terms of any lease or licence granted by it,

7 2 1 6 agree any rent review of any lease or licence granted by it,

7.2 1 7 surrender (or agree to surrender), any leasehold interest held by it or allow such interest to be forfeited;

7.2.1.8. make or allow any material change of use or any development within the Town and Country Planning Acts;

7 2.1.9. create or permit to arise any interest having overriding effect;

7 2.1.10. permit any person to become entitled to any right, easement, covenant or other matter which might adversely affect the use, value or marketability of the Property,

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7 2 1 11 capitalise the rent payable under any lease or accept the payment of it more than one quarter in advance,

7.3. EQUIPMENT

7.3.1 not, without the Bank's prior written consent, make any modification (or permit any modification to be made) to the Equipment if the effect of such modification may be, in Bank's reasonable opinion, to reduce the value of the Equipment

8. RESTRICTIONS

Other than as permitted pursuant to the Asset Based Finance Agreement, the Chargor agrees with the Bank that it will not, without the Bank's prior written consent:

- 8.1. create or permit to subsist, in favour of any person other than the Bank, any Security Interest on the Charged Assets;
- 8.2. Dispose or agree to Dispose of any Charged Assets charged by way of fixed charge,
- 8.3. Dispose of any Charged Assets charged by way of floating charge other than for market value in the ordinary course of business

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APPENDIX

DEFINITIONS AND CONSTRUCTION

In the Debenture the following words have the meanings set out opposite them:

"Asset Based Finance Agreement"

the asset based finance agreement dated 5 October 2010 between (1) Lloyds TSB Bank Plc acting through its Paris and Belgium branches, (2) Lloyds TSB Commercial Finance Limited, (3) the companies detailed therein as clients (4) the companies detailed therein as guarantors and (5) the companies detailed therein as third party security providers

"Bank Finance Documents"

the Bank Finance Documents as defined in the Overdraft and Ancillary Facilities Letter, namely

- (a) the Overdraft and Ancillary Facilities Letter,
- (b) an Omnibus Guarantee and Set Off 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,

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(j) a deed of priority between the Bank, Lloyds Commercial Finance Limited, 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.

"Charged Assets"

the subject matter of the mortgages and charges created by the Debenture and set out at clause 2 of the Debenture and of these particulars.

"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 Omnibus Guarantee and Set Off Agreement but shall not include any company released pursuant to sub-clause 21.2 of the Omnibus Guarantee and Set Off Agreement as from the date of its release) and each or any of them severally and Company means any one of them;

"Contract of Sale"

a contract in any form (including a purchase order) for the sale or hire of goods and/or provision of services to a Customer under which an Invoice arises.

"Customer"

a party under a Contract of Sale obliged to pay the Chargor an Invoice and, where the context permits, a prospective Customer.

"Dispose" or "Disposal"

includes sale, transfer, lease, licence, or parting with possession or granting any interest in.

"Equipment"

any plant, machinery and/or other equipment charged to the Bank by the Debenture.

"Expenses"

those fees, cost, charges and expenses covenanted to be paid by the Chargor in

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clause 14.1 of the Debenture being

any charge levied by the Bank to compensate it for additional administrative time not reasonably anticipated to be incurred by it on the date of the Debenture at a rate commensurate with the complexity of the matter; or

all professionals' fees (including VAT) and any other costs, charges or expenses (on a full indemnity basis) incurred by the Bank and any administrator or receiver,

in either case, in connection with the actual or attempted perfection, preservation, defence or enforcement of the Debenture or the preservation or disposal of any Charged Assets or the exercise of any power under the Debenture or any amendment, waiver, consent or release of the Debenture.

"Indemnified Events"

those matters and events in respect of which the Bank is liable to indemnify or reimburse the Bank, including those referred to in clauses 5.4 and 14 of the Debenture

"Intellectual Property"

all patents (including applications, improvements, prolongations, extensions and right to apply therefor), design rights, trade marks and service marks (whether registered or unregistered) and applications for the same, copyright, trade, brand, domain and business names, knowhow, confidential information, trade secrets, databases and computer software programs and systems and all other intellectual or intangible property (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world

"Insolvency Act"

Insolvency Act 1986 and any secondary legislation made under it

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"Insolvency Event"

In relation to the Chargor means each of the following:

(a) Any corporate action, legal proceedings or other procedure or step is taken in relation to

(i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Chargor other than a solvent liquidation or reorganisation of the Chargor,

(ii) a composition, compromise, assignment or arrangement with any creditor of the Chargor,

(iii) the appointment of a liquidator, receiver, administrative receiver, examiner, administrator, compulsory manager or other similar officer in respect of the Chargor or any of its assets; or

(iv) enforcement of any Security Interest over any assets of the Chargor,

(v) or any analogous procedure or step is taken in any jurisdiction.

(b) The events set out in (a) above shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 28 days of commencement.

"Invoice"

means any present, future or contingent obligation (including any tax or duty) of a Customer to make payment under a Contract of Sale (whether invoiced or not) and, where the context permits, includes part of an Invoice

"Lloyds TSB Spot Sterling

means the Lloyds Banking Group spot rate

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"Exchange Rate"	of exchange for GBP Sterling in the London foreign exchange market at or about 11.00am on a particular date.
"LPA"	Law of Property Act 1925.
"Non Vesting Invoices"	all or any Invoices which are purchased or purported to be purchased by the Bank pursuant to any debt purchase, invoice discounting or other financing arrangement relating to the purchase of any debts for the time being in force between the Chargor and the Bank but which fail to vest absolutely and effectively in the Bank for any reason together with the Related Rights to such Invoice, but for the avoidance of doubt not including any Invoices which are purchased or purported to be purchased pursuant to any Receivables Finance Agreements
"Nominated Account"	any account opened pursuant to clause 4 1.2 of the Debenture
"Omnibus Guarantee and Set Off Agreement"	the omnibus guarantee and set off agreement dated 5 October 2010 entered into by the Bank and the Companies.
"Other Invoices"	all book debts, revenues and claims whether actually or contingently owing to the Chargor whether or not on account of its trading both present and future and including all choses in action which may give rise to a debt, revenue or claim and any security held by the Chargor for such debt, revenue or claim and any other rights relating thereto, such as, reservation of title or an unpaid vendor's lien, together with Related Rights but excluding Non Vesting Invoices
"Overdraft and Ancillary Facilities Letter"	the overdraft and ancillary facilities letter dated 5 October 2010 and made between Chesapeake Limited and the Bank.
"Permitted Interest"	Security any Security Interest specified within the definition of "Permitted Security" within the

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	Asset Based Finance Agreement insofar as it relates to the Chargor
"Property"	any freehold or leasehold property owned or occupied by the Chargor
"Receivables Account"	any bank account into which Customers are required under any debt purchase, invoice discounting or other financing arrangement relating to the purchase of any debts to pay Invoices on which the Bank is the only authorised signatory other than any accounts opened with the Bank pursuant to any Receivables Finance Agreements.
"Receivables Agreement"	Finance the agreement for the sale and purchase of Invoices between the Chargor and Lloyds TSB Commercial Finance Limited as varied, amended, supplemented or replaced from time to time
"Related Rights"	in relation to any book or other debts: <ul style="list-style-type: none"> (a) all security, bonds, guarantees, indemnities in relation to such debts, (b) the right to demand, sue for, recover, receive and give receipts for all amounts due and to become due under the contract or arrangement under which such debts arise; (c) the benefit of all covenants and undertakings from, and all causes and rights of action against, the debtor in respect of amount due and to become due under the contract or arrangement under which such debts arise, and (d) all ledgers, documents, computer or electronic data (including operating systems) recording or evidencing such debts,
"Remittances"	cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of

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credit, orders, drafts, promissory notes, electronic payments and any other instruments, methods or forms of payment or engagement

"Security Interest"

any mortgage, charge, pledge, trust, assignment by way of security, hypothecation, lien, or any other arrangement for the purpose of or having a similar effect to creating security or any title retention rights or any set off rights created by agreement.

"Securities"

all stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe for any of the same) and whether marketable or not, held by the Chargor now or at any time in the future including all allotments, rights and benefits 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 dividend, distribution, conversion, redemption, bonus, preference, option, interest or otherwise in respect thereof

- 1 Any term of phrase defined in the Companies Act 1985 and 2006 (whether capitalised or not) bears the same meaning in the Debenture.

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Schedule 1

Part 1 - The Attorney

Name	Company Number	Registered Office
Chesapeake Limited	Incorporated in England and Wales with company number 02586987	Church House, St Mary's Court, The Broadway, Old Amersham, Bucks

Part II - The Other Companies

Name	Company Number	Registered Office
Chesapeake UK Holdings Limited	Incorporated in England and Wales with company number 03685165	Church House, St Mary's Court, The Broadway, Old Amersham, Bucks
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
Chesapeake Plastics Limited	Incorporated in England and Wales with company number 02612195	Church House, St Mary's Court, The Broadway, Old Amersham, Bucks
Chesapeake Hillington Limited	Incorporated in Scotland with company number SC031604	4th Floor, Saltire Court 20 Castle Terrace Edinburgh Midlothian EH1 2EN



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2612195
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 OCTOBER
2010 AND CREATED BY CHESAPEAKE PLASTICS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO LLOYDS TSB BANK PLC 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 20
OCTOBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 OCTOBER
2010

D x



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES