

MG01

Particulars of a mortgage or charge



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LASERFORM

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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 re-  
gister particulars of a charge for a S  
company. To do this, please use  
form MG01s

WEDNESDAY



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20/10/2010

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COMPANIES HOUSE

1

**Company details**

Company number

0 1 2 2 0 8 1 2

Company name in full

Chesapeake Bristol Limited (the "Chargor")



**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 (the "Debenture")

4

**Amount secured**

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

Amount secured

4  
10  
All monies (in whatever currency), obligations and liabilities  
which are from time to time due, owing or incurred by the  
Chargor to the Secured Parties pursuant to the 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 Secured Parties 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 each Secured Party's usual practice (the  
"Secured Liabilities")

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

**Continuation page**

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

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## 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 detailsName Lloyds TSB Commercial Finance Limited (company)Address No 1 Brookhill Way, Banbury, Oxfordshire

Postcode

       Name number 733011) (the "Security Trustee")

Address

Postcode

 O  X  1  6   3  E  L**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

01  
95**CHARGING PROVISIONS**

- 1 As continuing security for the payment and/or discharge of the Secured Liabilities, the Chargor with full title guarantee charged to the Security Trustee
- 1 1 by way of **legal mortgage**, the property (if any) described in Schedule 2 of the Debenture (schedule 1 to this form),
- 1 2 by way of **fixed charge** any freehold or leasehold property (excluding any property charged by clause 2 1 1 of the Debenture (paragraph 1 1 of this form)) now and in the future owned by the Chargor or in which the Chargor may have an interest,
- 1 3 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,
- 1 4 by way of **fixed charge** all the Chargor's plant and machinery and other equipment listed in Schedule 3 of the Debenture and all spare parts, replacements, modifications and additions for or to such Equipment and the benefit of all manuals, instructions, warranties and maintenance agreements relating to such Equipment,
- 1 5 by way of **fixed charge**, any other plant, machinery, vehicles, computer equipment, furniture, tools and other equipment not disposed of in the ordinary course of the Chargor's business not listed in Schedule 3 of the Debenture (schedule 2 to this form) and all spare parts, replacements, modifications and additions for or to such Equipment and the benefit of all manuals, instructions, warranties and maintenance agreements relating to such Equipment,
- 1 6 by way of **fixed charge**, all Non Vesting Invoices and all cash in respect thereof,
- 1 7 by way of **fixed charge**, all Other Invoices required by the Security Trustee to be paid into a Nominated Account and all cash in respect thereof,
- 1 8 by way of **fixed charge**, any credit balance on any Nominated Account,
- 1 9 by way of **fixed charge**, all the Chargor's goodwill and uncalled capital present and future,
- 1 10 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,

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>CHARGING PROVISIONS CONTINUED</b></p> <p>1 11 by way of fixed charge, all Securities from time to time owned by the Chargor or in which it has an interest,</p> <p>1 12 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,</p> <p>1 13 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, and</p> <p>1 14 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)</p> <p>2 The floating charge created by the Debenture will automatically without notice be converted into a fixed charge over those assets concerned</p> <p>2 1 if, without the Security Trustee's prior written consent, the Chargor creates or attempts to create any Security Interest (other than a Permitted Security Interest) over all or any of its assets charged by way of floating charge, or</p> <p>2 2 if any person levies or attempts to levy any distress, execution or other process against such assets and such action is not frivolous or vexatious and has not been discharged, stayed or dismissed within 14 days of commencement, or</p> <p>2 3 if any person presents a petition to wind up the Chargor or applies for an administration order and such action is not frivolous or vexatious and has not been discharged, stayed or dismissed within 14 days of commencement, or</p> <p>2 4 upon the enforcement of the Debenture</p> <p><b>RESTRICTIONS</b></p> <p>3 Other than as permitted pursuant to the Asset Based Finance Agreement, the Chargor agrees with the Security Trustee that it will not, without the Security Trustee's prior written consent</p> <p>3 1 create or permit to subsist, in favour of any person other than the Security Trustee, any Security Interest on the Charged Assets,</p> <p>3 2 Dispose or agree to Dispose of any Charged Assets charged by way of fixed charge, and</p> <p>3 3 dispose of any Charged Assets charged by way of floating charge other than for market value in the ordinary course of business</p> <p><b>APPENDIX</b></p> <p><b>DEFINITIONS</b></p> <p>"Asset Based Finance Agreement" the asset based finance agreement dated on or about the date of the Debenture between (1) Lloyds TSB Bank plc (company number 2065), (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 further security providers</p> <p>"Charged Assets" the subject matter of the mortgages and charges created by the Debenture and set out at clause 2 of the Debenture (paragraph 1 of this form)</p> <p>"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</p> <p>"Customer" a party under a Contract of Sale obliged to pay the Chargor an Invoice and, where the context permits, a prospective Customer</p>

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**"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 Security Trustee by the Debenture

**"Expenses"** those fees, cost, charges and expenses covenanted to be paid by the Chargor in clause 14 1 of the Debenture

**"Finance Documents"** has the meaning given to it in the Asset Based Finance Agreement

**"Group"** has the same meaning given to it in the Asset Based Finance Agreement

**"Indemnified Events"** those matters and events in respect of which the Chargor is liable to indemnify or reimburse the Security Trustee, 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

**"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

**"Lenders"** has the same meaning given to it in the the Asset Based Finance Agreement

**"LTSBCF"** Lloyds TSB Commercial Finance Limited (company number 733011)

**"Non Vesting Invoices"** all or any Invoices from time to time purported to be assigned to LTSBCF pursuant to the Receivables Finance Agreement which are not assigned absolutely to LTSBCF for any reason (and whether or not held on trust for LTSBCF) together with the Related Rights to such Invoices

**"Nominated Account"** any account opened pursuant to clause 4 1 3 of the Debenture

**"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, but excluding

- (1) any Invoices assigned to LTSBCF pursuant to the Receivables Finance Agreement, and
- (11) Non Vesting Invoices

**"Permitted Security Interest"** any Security Interest specified within the definition of "Permitted Security" within the Asset Based Finance Agreement

**"Receivables Finance Agreement"** the agreement for the sale and purchase of Invoices between the Chargor and LTSBCF, details of which are set out in Schedule 1 of the Debenture as varied, amended, supplemented or replaced from time to time

**"Related Rights"** has the same meaning as in the Receivables Finance Agreement

**"Secured Parties"** together the Security Trustee and the Lenders (each, a "Secured Party")

**"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

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Please give the short particulars of the property mortgaged or charged

Short particulars

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

"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

"Subsidiary" has the same meaning given to it in the Asset Based Finance Agreement

#### SCHEDULE 1

Intentionally left blank

#### SCHEDULE 2

Intentionally left blank

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## 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 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  X

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

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## 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 **Patrick Davis**

Company name **Eversheds LLP**

Address **115 Colmore Row**

Post town **Birmingham**

County/Region

Postcode **B 3 3 A L**

Country

DX **DX 13004 Birmingham**

Telephone **0845 497 9797**



### 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,  
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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 1220812  
CHARGE NO. 7**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 OCTOBER  
2010 AND CREATED BY CHESAPEAKE BRISTOL LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO THE SECURED PARTIES 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 20 OCTOBER 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 OCTOBER  
2010**



*Companies House*  
— for the record —



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

*DO*