

PC4509/13

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COMPANIES FORM No 395

395

Particulars of a mortgage or charge

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

CHFP025

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)

16

Company Number  
02586987

For official use

\* insert full name of company

Name of company

CHESAPEAKE PLC

Date of creation of the charge

21 May 2008

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

Deed of Pledge

Amount secured by the mortgage or charge

See Paper Apart 1

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

Wachovia Bank, National Association  
One Wachovia Center  
201 South College Street  
CP-8  
Charlotte  
NC282888, United States of America

Presentor's name address and reference (if any)

Burness LLP  
120 Bothwell Street  
Glasgow G2 7JL

Tel. 0141 248 4933

Ref. SHE/51/10/CRE/JMC

Time Critical Reference

For official use (02/00)  
Mortgage Section

Post room

WEDNESDAY



A58

\*A4T4P033\*

28/05/2008

325

COMPANIES HOUSE

29.5.08  
118

Short particulars of all the property mortgaged or charged

*Please do not write in this margin*

**See Paper Apart 2**

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



Date **27** May 2008

For and on behalf of Burness LLP

On behalf of chargee

*\* delete 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 must be payable to Companies House.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

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FOR BUSINESS LLP

**Papers apart relative to Companies House Form No. 395 in respect of Chesapeake PLC**

**Registered Number: 02586987**

In these Papers Apart -

**"Administrative Agent"** means Wachovia Bank, National Association having its place of business at One Wachovia Center, 201 South College Street CP-8, Charlotte, NC282888, United States of America, as appointed pursuant to section 9.1 (*Actions*) of the Facilities Agreement,

**"the Charge"** means the deed of pledge by the Chargor in favour of the Administrative Agent dated 15 May and 21 May 2008,

**"the Chargor"** means Chesapeake Plc, a company incorporated under the Companies Acts with registered number 02586987 and having its registered office at Misbourne House, Badmington Court, Rectory Way, Old Amersham, Bucks, HP7 0DD,

**"the Company"** means Lithoprint Holdings Limited, a company incorporated under the Companies Acts with registered number SC152609 and having its registered office at 30 Colquhoun Avenue, Hillington Industrial Estate, Glasgow, Lanarkshire, G52 4BN,

**"Debenture"** means the debenture dated 15 May 2008 between, amongst others, the Chargor and the Administrative Agent,

**"Existing Shares"** means the shares in the capital of the Company described in the Schedule to the Charge,

**"Facilities Agreement"** means the second amended and restated credit agreement dated 23 February 2004 (amending and restating the credit agreement dated 15 June 2000) between, inter alios, the Chargor, Chesapeake Corporation, Chesapeake U K Holdings Limited, Chesapeake U K Acquisitions plc, Boxmore International Limited and Wachovia Bank, National Association as administrative agent, Bank of America, N A and Citicorp North America, Inc as the syndication agents, HSBC Bank plc as the documentation agent, Wachovia Capital Markets LLC as co-lead arranger and the sole bookrunner and Banc of America Securities LLC and Citicorp North America, Inc as co-lead arrangers and as amended, supplemented and/or restated from time to time,

**"Fee Letter"** has the meaning given to it in the Facilities Agreement,

**"Further Shares"** means any shares in the capital of the Company (other than the Existing Shares) at any time and from time to time held by the Chargor,

**"Letters of Credit"** has the meaning given to it in the Facilities Agreement,

**“Loan Documents”** means, collectively, the Charge, the Debenture, the Facilities Agreement (including any documentation, agreements or other instruments entered into in order to effect the security interests contemplated in Section 7.1.4 of the Facilities Agreement or any amendments to the Facilities Agreement), the Letters of Credit, the Notes, each Rate Protection Agreement, the Fee Letter, each Loan Note Guaranty, the Subsidiary Guaranty, each Pledge Agreement, each Security Agreement, each other agreement pursuant to which the Administrative Agent is granted Security to secure any Obligations and each other agreement, certificate, document or instrument delivered in connection with any Loan Document, whether or not specifically mentioned in the Charge or in any Loan Document,

**“Loan Note Guaranty”** has the meaning given to it in the Facilities Agreement,

**“Loans”** has the meaning given to it in the Facilities Agreement,

**“Notes”** has the meaning given to it in the Facilities Agreement,

**“Obligations”** has the meaning given to it in the Facilities Agreement,

**“Pledge Agreement”** has the meaning given to it in the Facilities Agreement,

**“Rate Protection Agreement”** has the meaning given to it in the Facilities Agreement,

**“Reimbursement Obligations”** has the meaning given to it in the Facilities Agreement,

**“Related Rights”** means any dividend or interest paid or payable in relation to any of the Shares and any rights, money or property accruing or offered at any time in relation to any of the Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

**“Secured Assets”** means the Existing Shares, the Further Shares and the Related Rights,

**“Secured Liabilities”** means all present and future obligations and other liabilities of any nature of the Chargor due, owing or incurred under or in connection with the Loan Documents (or any of them), including Reimbursement Obligations and the principal of and premium, if any, and interest (including interest accruing during, or which would have accrued but for, the pendency of any proceedings of the type described in section 8.1.9 (*Bankruptcy, Insolvency, etc*) of the Facilities Agreement, whether or not allowed in such proceeding) on the Loans to the Administrative Agent, and/or the Secured Parties and/or any receiver (including, without limitation, under any amendments, supplements or restatements of any of the Loan Documents or in relation to any new or increased advances or utilisations thereunder or any extension of any date for payment or repayment thereunder), actual or contingent, matured or not matured, liquidated or unliquidated, whether incurred solely or jointly and/or severally and whether as principal or surety or in any other capacity whatsoever, in any currency or currencies, including all interest accruing thereon (calculated in accordance with Clause 2.2 of the Charge), after as well as before judgment, and all

costs, charges and expenses (to the extent payable by the Chargor pursuant to the terms of the Loan Documents) incurred in connection therewith but shall not include security provided by a "controlled foreign corporation" for U S federal income tax purposes of the obligations of any U S entity which is either (A) a "United States shareholder" of such depositor, within the meaning of Section 951(b) of the Code, or (B) a corporation, 25 percent or more of the total combined voting power of which is owned (directly, indirectly or constructively) by one or more United States shareholders of each depositor in the aggregate and "Secured Liability" shall be construed accordingly,

**"Secured Parties"** has the meaning given to that term in the Facilities Agreement,

**"Security"** means "Lien" as defined in the Facilities Agreement,

**"Security Agreement"** has the meaning given to it in the Facilities Agreement,

**"Shares"** means the Existing Shares and the Further Shares, and

**"Subsidiary Guaranty"** has the meaning given to it in the Facilities Agreement

#### **Paper Apart 1**

The amount secured by the Charge is the Secured Liabilities

#### **Paper Apart 2**

The property charged by the Charge is the Secured Assets



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

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

**COMPANY NO. 2586987  
CHARGE NO. 16**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF PLEDGE DATED 21 MAY  
2008 AND CREATED BY CHESAPEAKE PLC FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO  
WACHOVIA BANK NATIONAL ASSOCIATION AS  
ADMINISTRATIVE AGENT AND/OR THE SECURED PARTIES  
AND/OR ANY RECEIVER 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 28 MAY 2008

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 MAY 2008**

**THIS CERTIFICATE HAS BEEN  
AMENDED BY AN AMENDING  
CERTIFICATE DATED 10/06/08**



*Companies House*  
— for the record —



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



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UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
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PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT  
1985 ON THE 28 MAY 2008

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 JUNE 2008**



*Companies House*  
— for the record —



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