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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)

Company Number
02586987

For official use

24

*insert full name of company

Name of company

CHESAPEAKE PLC

Date of creation of the charge

5 January 2009

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

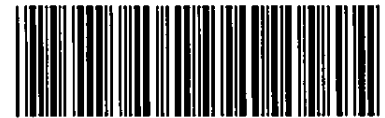
Tel: 0141 248 4933
Ref: SHE/51/13/CRE
 Time Critical Reference

(L)

For official use (02/00)
Mortgage Section

Post room

SATURDAY



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A29

10/01/2009

139

COMPANIES HOUSE

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 S. S. L. L.

Date: 9 January 2009

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

S. S. L. L.
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 as appointed pursuant to section 9.1 (*Actions*) of the Facilities Agreement;

"Chapter 11" means Chapter 11 of the US Bankruptcy Code;

"the Charge" means the deed of pledge by the Chargor in favour of the Administrative Agent dated 20 December 2008 and 5 January 2009;

"the Chargor" means Chesapeake Plc, a company incorporated under the Companies Acts with registered number 02586987 and having its registered office at Church House, St Mary's Court, The Broadway, Old Amersham, Bucks, HP7 0UT;

"Company" means Lithoprint Holdings Limited, a company incorporated under the Companies Acts with registered number SC152609 and having its registered office at 4th Floor, Saltire Court, 20 Castle Terrace, Edinburgh, EH1 2EN and formerly at 30 Colquhoun Avenue, Hillington Industrial Estate, Glasgow, Lanarkshire, G52 4BN;

"DIP Financing Orders" has the meaning given to it in the Facilities Agreement;

"DIP Guaranty" has the meaning given to it in the Facilities Agreement;

"Existing Debenture" means the debenture dated 19 May 2008 between, amongst others, the Chargor and the Administrative Agent;

"Existing Deed of Pledge" means the deed of pledge dated 15 May 2008 between the Chargor and the Administrative Agent as may be amended, supplemented and/or restated from time to time;

"Existing Letters of Credit" has the meaning given to it in the Facilities Agreement;

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

"Facilities Agreement" means the Original Facilities Agreement as amended and restated on or about the date of the Charge in the form of the third amended and restated credit agreement and as further amended, supplemented, novated, excluded 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;

“Intercreditor Agreement” has the meaning given to it in the Facilities Agreement;

“Loan Documents” means, collectively, the Charge, the Existing Debenture, the Facilities Agreement (including any documentation, agreements or other instruments entered into in order to effect the security interests contemplated in Section 7.1.9 of the Facilities Agreement or any amendments to the Facilities Agreement), the Existing Deed of Pledge, the Existing Letters of Credit, the Notes, the Intercreditor Agreement, the DIP Financing Orders, the Fee Letter, the Subsidiary Guaranty, the Non-US Security Documents, the DIP 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 herein or therein;

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

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

“Original 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*, Chesapeake Corporation, Chesapeake U.K. Holdings Limited, Chesapeake U.K. Acquisitions plc, Boxmore International Limited, Chesapeake plc 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 prior to its restatement on the terms set out in the Facilities Agreement;

“Non-US Security Documents” has the meaning given to it in the Facilities Agreement;

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

“Post-Petition Loans” means the loans, letters of credit or other extensions of credit made or issued on or after the filing by Chesapeake Corporation of petitions in the United States Bankruptcy Court for the Eastern District of Virginia for relief and commencement of proceedings under Chapter 11;

“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) (but only in respect of the Post-Petition Loans to UK Borrowers), including 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) to the Administrative Agent, and/or the Secured Parties and/or any Receiver (including, without limitation, under any amendments, supplements, variations, extensions or restatements of any of the Loan Documents (however fundamental) or in relation to any new or increased facilities, tranches, advances or utilisations thereunder in each case for any purpose for which such facilities, tranches, advances or utilisations may be made available from time to time 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 with such obligations and other liabilities 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; and

"UK Borrowers" 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. 24

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF PLEDGE DATED 5
JANUARY 2009 AND CREATED BY CHESAPEAKE PLC FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO WACHOVIA BANK 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 10 JANUARY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 JANUARY
2009

MH

PO



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES