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CHFP025

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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

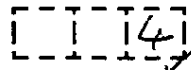
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



3672117

Name of company

* Premier Paper Group Limited (the "Account Holder")

Date of creation of the charge

14 March 2008

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

Deed of security over cash deposits dated 14 March 2008 made between the
Account Holder and Antalis International SAS (the "Chargee") in relation
to The Classic Papers Limited Pension Fund and Life Assurance Scheme (the
"Deed of Security")

Amount secured by the mortgage or charge

7 All amounts (including Expenses) which may now or at any time in the future
be due, owing or incurred by the Account Holder to the Chargee in accordance
with the Deed of Amendment

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

Antalis International SAS / (commercial register of Nanterre number 410336),
122 rue Edouard Vaillant, Levallois-Perret 92593, France

Postcode 92593

Presenter's name address and
reference (if any) (L)

Eversheds LLP

Senator House, 85 Queen
Victoria Street, London
EC4V 4JL

Ref: Joe Otterburn

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY



LD6 *LPUPOYSK*
19/03/2008 142
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

As specified in appendix one to this form

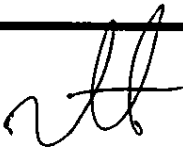
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*Please complete
legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

N11

Signed



Date

17/3/08

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)*

† 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 made payable to **Companies House**
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Appendix One
Premier Paper Group Limited
(Company Number 3672117)
Short particulars of the property mortgaged or charged

The Account Holder, as a continuing security for the payment and discharge of the Secured Obligations, assigns absolutely to the Chargee all its rights, title and interest in the Deposits but subject to the covenant for re-assignment contained in clause 15.12 of the Deed of Security. *being*

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Note 1

The Deed of Security provides that during the Security Period, the Account Holder must not create, extend or permit to subsist any security over any of the Secured Assets, nor may it:

- (a) sell, transfer or otherwise dispose of any of the Secured Assets:
- (b) in any way sell or dispose of the equity of redemption or any interest in the Secured Assets; or
- (c) enter into any other preferential arrangement having a similar effect.

Note 2

In this Form, except to the extent that the context requires otherwise:

"Account" means each account of the Account Holder at the Account Bank of which brief particulars are set out in Schedule 1 of the Deed of Security and includes, where the context admits, any sub-account or ledger relating to each such account, and to all renewals or redesignations of each such account and also any new account opened pursuant to the provisions of clause 15.5 of the Deed of Security

"Account Bank" means Nordea Bank Finland Plc acting through its branch office Nordea Bank London, of 8th Floor, City Place House, 55 Basinghall Street, London EC2V 5NB

"Deed of Amendment" means the deed of amendment and for buy-out funding to be entered into between the Account Holder, the Chargee and the Trustee

"Delegate" means any delegate, agent, attorney or Chargee appointed by the Chargee

"Deposits" means the aggregate of the sums from time to time standing to the credit of the Account, together with interest (including interest compounded and

treated as capital) and other rights, benefits or sums accruing to, in respect of or incidental to the Account, and the debts represented by the Account

"Discharge Date" means the date with effect from which the Chargee confirms to the Account Holder that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Chargee cancelled

"Enforcement Party" means any of the Chargee, a Receiver or a Delegate

"Expenses" means all fees, discounts, commissions and other banking or service charges, legal and other professional fees, premiums, costs or expenses, in each case calculated on a full indemnity basis and together with VAT, incurred by any Enforcement Party in connection with the Secured Assets, the preparation, negotiation and creation of this deed, taking, perfecting, enforcing or exercising any power under this deed, the appointment of any Receiver or Delegate, the breach of any provision of this deed and/or the protection, realisation or enforcement of this deed, and includes the costs of transferring to the Chargee or the Receiver any security ranking in priority to the security constituted by this deed, or the amount required to be paid to secure the unconditional and irrevocable discharge of such security, or any of the foregoing as the context shall require

"Receiver" means any one or more receivers and managers or (if the Chargee so specifies in the relevant appointment) receivers appointed by the Chargee pursuant to the Deed of Security in respect of the Account Holder or in respect of the Secured Assets or any of them

"Secured Assets" means the assets assigned pursuant to clause 4.1 of the Deed of Security or otherwise the subject of any security created by or pursuant to the Deed of Security and includes any part or parts of such assets

"Security Period" means the period beginning on the date of the Security Deed and ending on the Discharge Date

"Trustee" means Alexander Forbes Trustee Services Limited a company incorporated in England and Wales with registered number 01050578 of 6 Bevis Marks, London EC3A 7AF



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3672117
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF SECURITY OVER CASH
DEPOSITS DATED 14 MARCH 2008 AND CREATED BY PREMIER
PAPER GROUP LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO ANTALIS
INTERNATIONAL SAS 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 19 MARCH
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 MARCH 2008

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES