

G

CHWP000

Please do not
write in
this margin

COMPANIES FORM No. 155(6)(a)

Declaration in relation to assistance for the acquisition of shares

155(6)a

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

--	--	--

01146077

Name of company

* SIG COMBIBLOC LIMITED

Note
Please read the notes
on page 3 before
completing this form.

* Insert full name
of company

~~† We~~ ~~o~~ ADRIAN STANLEY JACKSON of 14 Oaklands Darras Hall, Ponteland, Newcastle upon Tyne,
NE20 9PH, UK

Ø Insert name(s) and
address(es) of all
the directors

JENS PETER NEIDHARDT of 404 The Bar, St James Gate, Newcastle upon Tyne, NE1 4BA, UK

† delete as
appropriate

~~{the sole director}~~ ~~{all the directors}~~ of the above company do solemnly and sincerely declare that:

The business of the company is

§ delete whichever
is inappropriate

- (a) ~~that of a [recognised bank] [licensed institution]~~ within the meaning of the Banking Act 1979§
(b) ~~that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on
insurance business in the United Kingdom~~
(c) something other than the above§

The company is proposing to give financial assistance in connection with the acquisition of shares in
the ~~company~~ ~~{company's holding company}~~ SIG Holding AG

~~— Limited†~~

The assistance is for the purpose of ~~{that acquisition}~~ ~~{reducing or discharging a liability incurred for the
purpose of that acquisition}~~†

The number and class of the shares acquired or to be acquired is 6,500,000 fully paid up registered
shares in SIG Holding AG with a nominal value of CHF 6 each

Presenter's name address and
reference (if any)

Debevoise & Plimpton LLP
Tower 42, Old Broad Street
London Tel 020 7786 9000
Ref 23091 1003, NRP

For official Use (02/06)
General Section

Post mark

TUESDAY



A601PUFF

A19

06/11/2007

457

COMPANIES HOUSE

The assistance is to be given to: (note 2) Beverage Packaging Holdings (Luxembourg) I S.A., Beverage Packaging Holdings (Luxembourg) II S.A. and Beverage Packaging Holdings (Luxembourg) III S a r.l.
each of 6, Parc d'Activités Syrdall, L-5385 Munsbach, Grand-Duchy of Luxembourg

Please do not
write in
this margin

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

The assistance will take the form of

See schedule 1 attached

The person who ~~has acquired~~ ~~will acquire~~ the share is:

† delete as
appropriate

Beverage Packaging Holdings (Luxembourg) III S a r.l. of 6 Parc d'Activités Syrdall, L-5385 Munsbach,
Grand-Duchy of Luxembourg

The principal terms on which the assistance will be given are

See schedule 2 attached

The amount of cash to be transferred to the person assisted is £ NIL

The value of any asset to be transferred to the person assisted is £ NIL

The date on which the assistance is to be given is within 8 weeks of the date of this declaration.

Please do not
write in
this margin

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

* delete either (a) or
(b) as appropriate

~~We~~ have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) ~~We~~ have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date)* (note 3)

~~(b) [It is intended to commence the winding-up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding-up.]~~ (note 3)

And ~~I/we~~ make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at

Itaughlc-le Spury
Tyne & Wear

Declarants to sign below

[Signature]

[Signature]

Day Month Year

on

01 11 2017

before me

[Signature]
A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given, if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form

- 5 The address for companies registered in England and Wales or Wales is -

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

DX 33030 Cardiff

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

DX 235 Edinburgh

or LP-4 Edinburgh 2

Exhibit referred to in the declaration

[Signature]

[Signature]
[Signature]

SIG COMBIBLOC LIMITED

(the "Company")

SCHEDULE 1

of 2 pages

To the statutory declaration form 155(6)a dated 2 November, 2007 by the directors of the Company

FORM OF FINANCIAL ASSISTANCE

The assistance will take the form of the execution, delivery and performance by the Company of

1. an accession letter to be dated on or before the date that is 8 weeks from the date of this declaration ("**Accession Letter**") pursuant to which the Company will accede as an Additional Guarantor to the €825,000,000 senior facilities agreement (the "**Senior Facilities Agreement**") dated 11 May 2007 by and between Beverage Packaging Holdings (Luxembourg) I S.A. as original borrower ("**BPH I**"), Credit Suisse as mandated lead arranger, Credit Suisse as agent, Credit Suisse as security trustee (the "**Security Trustee**"), Credit Suisse as issuing bank, the financial institutions listed therein (the "**Original Lenders**") and the parties listed as original guarantors therein (the "**Original Guarantors**");
2. an accession agreement to be dated on or before the date that is 8 weeks from the date of this declaration ("**First Accession Agreement**") pursuant to which the Company will accede as an Obligor to the intercreditor deed (the "**Intercreditor Deed**") entered into on 11 May 2007 by and between the Borrowers, the Original Guarantors, the Additional Guarantors, the Security Trustee, Credit Suisse as senior agent, Credit Suisse as senior arranger, Credit Suisse as subordinated bridging arranger, the Original Lenders, the Ancillary Lenders (as defined therein), the Hedge Counterparties (as defined therein) and the Subordinated Bridging Lenders (as defined therein);
3. a Debenture security agreement (the "**Debenture**") under which the Company will grant security over its interests in shares, accounts, receivables and material intellectual property to the Security Trustee;
4. a supplemental indenture to be dated on or before the date that is 8 weeks from the date of this declaration ("**Supplemental Senior Indenture**") pursuant to which the Company accedes as a Senior Note Guarantor to a senior notes indenture relating to the issue of 8% Senior Notes due 2016 ("**Senior Notes Indenture**") dated 29 June 2007 and between, among others, Beverage Packaging Holdings (Luxembourg) II S.A. as issuer, The Bank of New York

as Trustee, Principal Paying Agent and Transfer Agent and Credit Suisse as Security Agent;

- 5 a supplemental indenture to be dated on or before the date that is 8 weeks from the date of this declaration ("**Supplemental Subordinated Indenture**") pursuant to which the Company accedes as a Subordinated Guarantor to a senior subordinated notes indenture relating to the issue of 9½% Senior Subordinated Notes due 2017 ("**Senior Subordinated Notes Indenture**") dated 29 June 2007 and between, among others, Beverage Packaging Holdings (Luxembourg) II S.A. as issuer, The Bank of New York as Trustee, Principal Paying Agent and Transfer Agent and Credit Suisse as Security Agent;
6. an accession agreement to be dated on or before the date that is 8 weeks from the date of this declaration ("**Second Accession Agreement**") pursuant to which the Company will accede as a Subordinated Guarantor to the Intercreditor Deed, and
7. the obligations in relation to certain costs and expenses incurred pursuant to the above and other transactions associated with the acquisition of shares in SIG Holding AG including, but not limited to, pension, legal and other consultancy advice

SIG COMBIBLOC LIMITED

(the "Company")

SCHEDULE 2

of 3 pages

to the statutory declaration form 155(6)a dated 2 November, 2007 by the directors of the Company

A. DEFINITIONS

Terms used in this schedule have the meaning they are given in the Senior Facilities Agreement, the Senior Notes Indenture, the Senior Subordinated Notes Indenture, the Intercreditor Agreement and the Debenture (as applicable) unless a contrary intention appears

B. PRINCIPAL TERMS ON WHICH THE ASSISTANCE WILL BE GIVEN

- 1 By executing the Accession Letter the Company will accede to the Senior Facilities Agreement and, in consequence, under the terms of the Senior Facilities Agreement, the Company will provide various guarantees, undertakings and indemnities and in particular but without limitation irrevocably and unconditionally
 - (a) guarantees to each Guaranteed Party punctual performance by each Guaranteed Obligor of all that Guaranteed Obligor's obligations under the Guaranteed Documents,
 - (b) undertakes with each Guaranteed Party that, whenever another Guaranteed Obligor does not pay any amount when due under or in connection with any Guaranteed Documents, it shall immediately on demand pay that amount as if it were the principal obligor; and
 - (c) indemnifies each Guaranteed Party immediately on demand against any cost, loss or liability suffered by that Guaranteed Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, the amount of the loss or liability under this indemnity shall be equal to the amount the Guaranteed Party would otherwise have been entitled to recover
- 2 By executing the Debenture the Company will provide the security thereunder and in particular but without limitation, as beneficial owner and.
 - 2.1 with full title guarantee as continuing security for the payment of the Secured Obligations charges in favour of the Security Trustee

2.1.1 by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) each of the following:

- (a) all rights and claims which the Company may have in relation to any Accounts,
- (b) the Intellectual Property and goodwill from time to time belonging to the Company;
- (c) all Investments to which the Company may become entitled, and
- (d) all present and future monetary claims and all rights, security or remedies in respect thereof.

2.1.2 assigns all the Company's right, title and interest in and to

- (a) all rights and claims to which the Company may become entitled in relation to the proceeds of any of the Insurance Policies; and
- (b) all rights and claims to which the Company may become entitled in relation to its uncalled capital.

2.1.3 charges by way of first floating charge the whole of the company's undertaking and assets, present and future not otherwise effectively charged to the Security Trustee,

(where "Financing Documents", "Lenders", "Secured Obligations", "Real Property", "Tangible Moveable Property", "Accounts", "Intellectual Property", "Investments" and "Insurance Policies" have the meaning given to them in the Debenture)

2.2 covenants that, without prior consent of the Security Trustee, it shall not create or permit to subsist any Encumbrance (other than a Permitted Encumbrance) (each as defined in the Debenture) or sell, discount, factor, transfer, lease, lend or otherwise dispose of, the whole or any part of its undertaking or assets

3 By executing the First Accession Agreement, the Company will accede to the Intercreditor Agreement as an Obligor and, in consequence, under the terms of the Intercreditor Agreement the Company will agree to the subordination of certain of its claims against other Group companies.

- 4 By executing the Supplement Senior Indenture, the Company will accede to the Senior Notes Indenture and, in consequence, under the terms of the Senior Notes Indenture, the Company will provide various guarantees, undertakings and indemnities and in particular but without limitation irrevocably and unconditionally
- (a) the full and punctual payment of principal of and interest on the Securities (as defined in the Senior Notes Indenture) when due, whether at maturity, by acceleration, by redemption or otherwise, and all other monetary obligations of the Issuer under the Senior Notes Indenture and the Securities; and
 - (b) the full and punctual performance within applicable grace periods of all other obligations of the Issuer under the Senior Notes Indenture and the Securities.
- 5 By executing the Supplement Subordinated Indenture, the Company will accede to the Senior Subordinated Notes Indenture and, in consequence, under the terms of the Senior Subordinated Notes Indenture, the Company will provide various guarantees, undertakings and indemnities and in particular but without limitation irrevocably and unconditionally
- (a) the full and punctual payment of principal of and interest on the Securities (as defined in the Senior Subordinated Notes Indenture) when due, whether at maturity, by acceleration, by redemption or otherwise, and all other monetary obligations of the Issuer under the Senior Subordinated Notes Indenture and the Securities; and
 - (b) the full and punctual performance within applicable grace periods of all other obligations of the Issuer under the Senior Subordinated Notes Indenture and the Securities.
6. By executing the Second Accession Agreement, the Company will accede to the Intercreditor Agreement as a Subordinate Guarantor and, in consequence, under the terms of the Intercreditor Agreement the Company will agree to the subordination of certain of its claims against other Group companies
- 7 By assuming certain costs and expenses incurred pursuant to the above and other transactions associated with the acquisition of shares in the Company including but not limited to pension, legal and other consultancy advice

INDEPENDENT AUDITORS' REPORT TO THE DIRECTORS OF SIG COMBIBLOC LIMITED PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We have examined the attached statutory declaration of the directors dated 2 November 2007, prepared in accordance with applicable United Kingdom law, in connection with the proposal that SIG Combibloc Limited (the "Company") should give financial assistance particulars of which are given in the statutory declaration

This report is made solely to the directors in accordance with Section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors those matters we are required to state to them in an auditors' report under section 156(4) and for no other purpose. To the fullest extent permitted by law but subject to the terms and conditions of our engagement letter dated 1 November 2007, we do not accept or assume responsibility to anyone other than the directors, for our audit work, for this report, or for the opinions we have formed

Basis of opinion

We have enquired into the state of affairs of the Company so far as necessary in order to review the bases for the statutory declaration

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances



Ernst & Young LLP
Registered Auditor
Newcastle upon Tyne

2 November 2007