

Company number 01146077

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

SIG COMBLIBLOC LIMITED

(the "Company")

TUESDAY



(circulated on 2 November, 2007)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed as special resolutions (Special Resolutions)

WRITTEN RESOLUTIONS

1. THAT subject to compliance with sections 155-158 of the Companies Act 1985 (as amended) (the "Act"), the giving by the Company of financial assistance for the purpose of the acquisition by Beverage Packaging Holdings (Luxembourg) III S à r.l of all the issued shares in the SIG Holding AG in the form described in the statutory declarations to be sworn by the directors of the Company on or about the date of this resolution pursuant to section 155(6) of the Act be approved.
2. THAT the execution, delivery and performance by the Company of the documents referred to in paragraphs (a) to (f) below (together, the "Financial Assistance Documents"), and the transactions contemplated thereby, are hereby approved and ratified.
 - (a) an accession letter for the purpose of providing a guarantee (the "Senior Guarantee") in relation to the obligations of the Guaranteed Obligors under the Senior Facilities Agreement (each as defined below) to be entered into between the Company and Beverage Packaging Holdings (Luxembourg) I S.A. ("BPH I") to accede to and in the form set out in schedule 7 to a senior facilities agreement (the "Senior Facilities

Agreement") dated 11 May 2007 by and between BPH I as original borrower (the "Original Borrower"), 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"), the parties listed as original guarantors therein (the "Original Guarantors"), any parties that have acceded to the Senior Facilities Agreement as borrowers (the "Additional Borrowers" and, together with the Original Borrower, the "Borrowers") and any parties that have acceded to the Senior Facilities Agreement as guarantors (the "Additional Guarantors");

- (b) in its capacity as a Guarantor under the Senior Facilities Agreement, an accession agreement between the Company and the Security Trustee to accede to and in the form set out in schedule 1 to an intercreditor deed (the "Intercreditor Deed") entered into on 11 May 2007 by and between the Original Borrower, the Original 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) and to which the Additional Borrowers and Additional Guarantors have acceded;
- (c) a debenture (the "Debenture") between the Company and the Security Trustee over the Charged Property (as defined in the Debenture), such security securing its obligations under the Senior Guarantee;
- (d) a supplemental indenture, as a guarantor in relation to the obligations of Beverage Packaging Holdings (Luxembourg) II S.A as issuer ("BPH II") and any other guarantors of the Senior Notes (as defined below), to accede to and perform under a senior notes indenture dated 29 June 2007 entered into by, amongst others, BPH II and pursuant to which BPH II issued certain senior notes (the "Senior Notes");
- (e) a supplemental indenture, as a guarantor in relation to the obligations of BPH II and any other guarantors of the Senior Subordinated Notes (as defined below), to accede to and perform under a senior subordinated notes indenture dated 29 June 2007 entered into by, amongst others, BPH II and pursuant to which BPH II issued certain senior subordinated notes (the "Senior Subordinated Notes", together with the Senior Notes, the "Notes");
- (f) in its capacity as a guarantor under the Notes, an accession agreement between the Company and the Security Trustee to accede to and in the form set out in schedule 1 to the Intercreditor Deed; and

- (g) a guarantee fee agreement to be made between, amongst others, SIG Holding AG, each person listed in Schedule 1 of such agreement as a Borrower and each person listed in Schedule 2 of such agreement as a Guarantor and under which a fee will be given to the Company pursuant to its provision of guarantees of the Senior Notes and the Senior Subordinated Notes.
3. THAT the execution, delivery and performance by the Company of (a) any other documents ancillary to, or in connection with, the Financial Assistance Documents or the transactions contemplated thereby, including, without limitation, any intra-group loans which may be put in place between the Company and any member of the Group (as defined in the Senior Facilities Agreement) to service debt payments and any working capital requirements of the Group and (b) any fees of expenses reasonably incurred and documented in connection with the transactions, are hereby approved and ratified.
4. THAT (i) any of the directors may authorize a specified person or persons to sign and deliver on behalf of the Company the Financial Assistance Documents and any documents ancillary to the Financial Assistance Documents with such amendments thereto as such specified person or persons may in his or her absolute discretion think fit on its behalf under a power of attorney (the "Power of Attorney"), (ii) each of the directors of the Company, the secretary of the Company and any person appointed under the Power of Attorney (each an "Authorised Signatory") acting jointly with another Authorised Signatory be and is hereby authorised to sign and deliver on behalf of the Company the Financial Assistance Documents and any documents ancillary to the Financial Assistance Documents with such amendments thereto as such Authorised Signatory may in his or her absolute discretion think fit, (iii) each Authorised Signatory (acting jointly with another Authorised Signatory) be and is hereby severally authorised to do all acts and things necessary or desirable to give effect to these resolutions and to sign and deliver on behalf of the Company any and all documents (including the giving of any notices) which may be required pursuant to or in connection with the Financial Assistance Documents in each case in such manner or form as each Authorised Signatory may in his or her absolute discretion think fit and (iv) to the extent that any of the Financial Assistance Documents requires executing as a deed, the signature of any two directors or by any director and the secretary of the Company or by any two Authorised Signatories of and to the extent appropriate, the affixation and attestation of the common seal of the Company to (x) such of the Financial Assistance Documents in the form of the draft produced to the meeting or with such amendments thereto as such person may in his or her absolute discretion think fit and (y) any and all deeds which may be required pursuant to or in connection with the Financial Assistance

Documents, and the delivery thereof by the Company, be and is hereby authorized.

4. THAT the execution and performance of the Financial Assistance Documents, and the transactions contemplated thereby, would promote the success of the Company for the benefit of its members as a whole and the approval and ratification for the Company to enter into and perform such Financial Assistance Documents is given notwithstanding that the Company might be held to be giving financial assistance for the purposes of sections 151 and 152 of the Act.
5. THAT if the execution or performance of the Financial Assistance Documents is the giving of financial assistance for the purposes of sections 151 and 152 of the Act, then the giving of such financial assistance by the execution and performance of the Financial Assistance Documents, be and is hereby approved and ratified.
6. THAT the Articles of Association of the Company be amended by deleting Article 5.1 and replacing it with the following:

"5.1 Subject to Article 5.3, the directors may in their absolute discretion and without assigning any reason therefore decline to register any transfer of any share whether or not it is a fully paid share. The first sentence of regulation 24 in Table A shall not apply."

7. THAT the Articles of Association of the Company be amended by the addition of the following new Article 5.3:

"5.3 Notwithstanding anything contained in these Articles the directors shall not decline to register, nor suspend registration of, any transfer of shares where such transfer is:

- (a) in favour of any person, bank or institution (or any nominee or nominees of such a person, bank or institution) to whom such shares are being transferred by way of security, or any transferee of any such person, bank or institution (or nominee) to whom the shares are being transferred pursuant to, or otherwise arising from, the power of sale under such security; or
- (b) duly executed by any such person, bank or institution (or any such nominee or nominees) or any transferee of such person, bank or institution (or nominee), to whom such shares (including any further shares in the Company acquired by reason of its holding of

such shares) have been transferred as aforesaid, pursuant to, or otherwise arising from, the power of sale under such security,

and written confirmation by such person or any official of such bank or institution that the shares are subject to such security and the transfer is executed in accordance with the provisions of this Article shall be conclusive evidence of such facts."


8. THAT the Articles of Association of the Company be amended by replacing article 3.2 with the following:

"Regulations 8, 9, 10, 11, 23, 40, 41, 52, 64, 73, 74, 75, 77, 94, 95, 97 and 101 of Table A shall not apply to the Company."

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Special Resolutions.

The undersigned, a person entitled to vote on the above resolutions on 2 November, 2007 having been supplied with a copy of the statutory declaration made pursuant to section 155 of the Companies Act 1985 and the auditors' report annexed thereto, hereby irrevocably agrees to the Special Resolutions:



Name: **ADRIAN JACKSON**
Director
SIG Holdings (UK) Limited



Name: **STUART DAVIDSON**
Director/Secretary
SIG Holdings (UK) Limited

NOTES

1. You can choose to agree to all of the Special Resolutions or none of them but you cannot agree to only some of the resolutions. If you agree to all of the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

- **By Hand:** delivering the signed copy to Stuart Davidson, Blackthorn Way, Houghton Le Spring, Tyne and Wear, DH4 6JN, England.
- **Post:** returning the signed copy by post to Stuart Davidson, Blackthorn Way, Houghton Le Spring, Tyne and Wear, DH4 6JN, England.
- **Fax:** faxing the signed copy to +44 (0)191 385 4713 marked "For the attention of Stuart Davidson".
- **E-mail.** by attaching a scanned copy of the signed document to an e-mail and sending it to Stuart.Davidson@sig.biz. Please enter "Written resolutions dated 2 November, 2007" in the e-mail subject box.

If you do not agree to all of the resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply

2. Once you have indicated your agreement to the resolutions, you may not revoke your agreement.

3. Unless, by 5 November, 2007 sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date

4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.

5. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.