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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

4111

01146077

Name of company

* SIG Combibloc Limited (the "Chargor")

Date of creation of the charge

2 November 2007

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

A debenture dated 2 November 2007 (the "Debenture") made by the Chargor in
favour of Credit Suisse in its capacity as the Security Trustee.

Please see Schedule 1 for definitions

Amount secured by the mortgage or charge

All obligations covenanted to be discharged by the Chargor in Clause 2.1
(Covenant to Pay) of the Debenture (the "Secured Liabilities"). Please
see Schedule 2 for further details

Please see Schedule 1 for definitions

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

Credit Suisse, 1 Cabot Square, London, United Kingdom in its capacity as
the Security Trustee
Please see Schedule 1 for definitions

Postcode E14 4QJ

Presenter's name address and
reference (if any)

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

VIA CH LONDON COUNTER

Time critical reference

910187/70-40145101/JXJ

For official Use (02/00)

Mortgage Section

Post room

THURSDAY



LX4AZUH6

LD3

08/11/2007

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COMPANIES HOUSE

13/11/07 72

Short particulars of all the property mortgaged or charged

Please see Schedule 3

Please see Schedule 1 for definitions

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Particulars as to commission allowance or discount (note 3)

None

Signed

Clifford Chance LLP

Date

8 November 2007

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [chargee] † Credit Suisse as Security Trustee

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

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 situated 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**.

† delete as
appropriate

SCHEDULE 1

DEFINITIONS

"**Accession Letter**" means a document substantially in the form set out in Part I of Schedule 7 (*Form of Accession Letter*) of the Senior Facilities Agreement

"**Account**" means any account (other than any account that is subject to the Permitted UK Security until such time as the Permitted UK Security relating to such account is released) opened or maintained by the Chargor with the Security Trustee or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights

"**Additional Borrower**" means a company, which becomes a Borrower in accordance with Clause 31 (*Changes to the Obligors*) of the Senior Facilities Agreement

"**Additional Guarantor**" means a company, which becomes a Guarantor in accordance with Clause 31 (*Changes to the Obligors*) of the Senior Facilities Agreement

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

"**Agent**" means Credit Suisse

"**Agreed Security Principles**" means the principles set out in Schedule 12 (*Agreed Security Principles*) of the Senior Facilities Agreement

"**Ancillary Document**" means each document relating to or evidencing the terms of an Ancillary Facility

"**Ancillary Facility**" means any ancillary facility made available by an Ancillary Lender in accordance with Clause 10 (*Ancillary Facilities*) of the Senior Facilities Agreement

"**Ancillary Lender**" means each Lender (or Affiliate of a Lender), which makes available an Ancillary Facility in accordance with Clause 10 (*Ancillary Facilities*) of the Senior Facilities Agreement

"**Assigned Account**" means the Account with account number 57290901 (account name SIG Combibloc Limited) (and any renewal or redesignation of such account) maintained with HSBC by the Chargor, and the Account with account number 41070649 (account name SIG Combibloc Limited) (and any renewal or redesignation of such account) maintained with HSBC by the Chargor and any other Account that may from time to time be identified in writing as an Assigned Account by the Security Trustee

"**Bank Guarantee**" means

- (a) a letter of credit, substantially in the form set out in Schedule 11 (*Form of Letter of Credit*) of the Senior Facilities Agreement or in any other form requested by the

**SCHEDULES TO FORM 395 RELATING TO THE DEBENTURE ENTERED INTO BY SIG COMBIBLOC
(UK) LIMITED (COMPANY NO: 01146077) DATED 2 NOVEMBER 2007**

Company and agreed by the Majority Lenders (acting reasonably) and the Issuing Bank,
or

- (b) any guarantee, indemnity or other instrument in a form requested by a Borrower (or the Company on its behalf) and agreed by the Majority Lenders (acting reasonably) and the Issuing Bank

"Base Currency" means euro

"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 31 (*Changes to the Obligors*) of the Senior Facilities Agreement

"Charged Property" means all the assets and undertaking (other than any asset or undertaking that is subject to the Permitted UK Security until such time as the Permitted UK Security relating to such asset or undertaking is released) of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture

"Closing Date" means the date of first utilisation of the Term Facilities

"Collateral Rights" means all rights, powers and remedies of the Security Trustee provided by or pursuant to the Debenture or by law

"Company" means Rank Holdings I S A (now known as Beverage Packaging Holdings (Luxembourg) I S A), a company incorporated as a société anonyme limitée under the laws of Luxembourg with registered office at 1, rue de Glacis L-1628 Luxembourg, Grand Duchy of Luxembourg and in the process of being registered with the Luxembourg Register of Commerce and Companies

"Compliance Certificate" means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*) of the Senior Facilities Agreement

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee

"Facility" means a Term Facility or the Revolving Facility

"Facility B" means the term loan facility made available under the Senior Facilities Agreement as described in paragraph (a)(1) of Clause 2.1 (*The Facilities*) of such agreement

"Facility B Commitment" means

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility B Commitment" in Part II of Schedule 1 (*The Original Parties*) of the Senior Facilities Agreement and the amount of any other Facility B Commitment transferred to it under the Senior Facilities Agreement or assumed by it pursuant to Clause 2.2 (*Increase in Facility B and Facility C Commitments*) of such agreement, and

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- (b) in relation to any other Lender, the amount in the Base Currency of any Facility B Commitment transferred to it under the Senior Facilities Agreement or assumed by it pursuant to Clause 2.2 (*Increase in Facility B and Facility C Commitments*) of such agreement,

to the extent not cancelled, reduced or transferred by it under the Senior Facilities Agreement

"Facility B Loan" means a loan made or to be made under Facility B or the principal amount outstanding for the time being of that loan

"Facility C" means the term loan facility made available under the Senior Facilities Agreement as described in paragraph (a)(ii) of Clause 2.1 (*The Facilities*) of the Senior Facilities Agreement

"Facility C Commitment" means

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility C Commitment" in Part II of Schedule 1 (*The Original Parties*) of the Senior Facilities Agreement and the amount of any Facility C Commitment transferred to it under the Senior Facilities Agreement or assumed by it pursuant to Clause 2.2 (*Increase in Facility B and Facility C Commitments*) of such agreement, and
- (b) in relation to any other Lender, the amount in the Base Currency of any Facility C Commitment transferred to it under the Senior Facilities Agreement or assumed by it pursuant to Clause 2.2 (*Increase in Facility B and Facility C Commitments*) of such agreement,

to the extent not cancelled, reduced or transferred by it under the Senior Facilities Agreement

"Facility C Loan" means a loan made or to be made under Facility C or the principal amount outstanding for the time being of that loan

"Fee Letter" means

- (a) any letter or letters dated on or about the date of the Senior Facilities Agreement between the Mandated Lead Arranger and the Company (or the Agent and the Company or the Security Trustee and the Company) setting out any of the fees referred to in Clause 18 (*Fees*) of the Senior Facilities Agreement, and
- (b) any agreement setting out fees payable to a Finance Party referred to in Clause 18.5 (*Fees payable in respect of Bank Guarantees*) or Clause 18.6 (*Interest, commission and fees on Ancillary Facilities*) of the Senior Facilities Agreement or under any other Finance Document

"Finance Document" means the Senior Facilities Agreement, the Syndication Letter, any Hedging Strategy Letter, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any

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Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Company

"Finance Party" means the Agent, the Mandated Lead Arranger, the Security Trustee, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender

"Group" means the Company and each of its Subsidiaries for the time being including, from the Unconditional Date, the Target Group

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 31 (*Changes to the Obligors*) of the Senior Facilities Agreement

"Hedge Counterparty" means a Lender or other person, which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement to be entered into by the Company and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Facilities and the Subordinated Bridging Facility in accordance with the Hedging Letter delivered to the Agent under Clause 5.2 (*Initial conditions precedent*) of the Senior Facilities Agreement

"Hedging Strategy Letter" means the letter dated on or about the date of the Senior Facilities Agreement between the Company and the Agent, setting out the hedging strategy in relation to the Facilities

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

"Insurance Policy" means any policy of insurance (other than any policy of insurance that is subject to the Permitted UK Security until such time as the Permitted UK Security relating to such policy of insurance is released) in which the Chargor may from time to time have an interest

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights, in each case whether currently existing, or arising or acquired at any time in the future.

"Intercreditor Agreement" means the intercreditor agreement dated on or about the date of the Senior Facilities Agreement and made between the Company, the other Obligors, Credit Suisse as Security Trustee, Credit Suisse as senior agent, Credit Suisse as senior arranger,

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(UK) LIMITED (COMPANY NO: 01146077) DATED 2 NOVEMBER 2007**

Credit Suisse as subordinated bridging agent, the Lenders, the Hedge Counterparties, the Subordinated Bridging Lenders, the Parent and certain others

"Investments" means

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares),
- (b) all interests in collective investment schemes, and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system)

"Issuing Bank" means Credit Suisse and any other Lender which has notified the Agent that it has agreed to the Company's request to be an Issuing Bank pursuant to the terms of the Senior Facilities (and if more than one Lender has so agreed, such Lenders shall be referred to, whether acting individually or together, as the "Issuing Bank") provided that, in respect of a Bank Guarantee issued or to be issued pursuant to the terms of the Senior Facilities Agreement, the "Issuing Bank" shall be the Issuing Bank which has issued or agreed to issue that Bank Guarantee

"Lender" means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 30 (*Changes to the Lenders*) of the Senior Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Senior Facilities Agreement

"Loan" means a Term Loan or a Revolving Facility Loan

"Luxco" means Rank Holdings III S à r l a company incorporated as a société à responsabilité limitée under the laws of Luxembourg with registered office at 1, rue de Glacis, L-1628 Luxembourg, Grand Duchy of Luxembourg and in the process of being registered with the Luxembourg Register of Commerce and Companies and having an issued share capital as of the date hereof of EUR 12,500

"Luxco B" means Rank Holdings II S A a company incorporated under the laws of Luxembourg with registered office at 1, rue de Glacis, L-1628 Luxembourg, Grand Duchy of Luxembourg and in the process of being registered with the Luxembourg Register of Commerce and Companies

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"Majority Lenders" means

- (a) (for the purposes of paragraph (a) of Clause 41 1 (*Required consents*) of the Senior Facilities Agreement in the context of a waiver in relation to a proposed Utilisation of the Revolving Facility (other than a Utilisation on the Closing Date) of the condition in Clause 5 3 (*Further conditions precedent*)) of the Senior Facilities Agreement, a Lender or Lenders whose Revolving Facility Commitments aggregate more than 66^{2/3} per cent of the Total Revolving Facility Commitments, and
- (b) (in any other case), a Lender or Lenders whose Commitments aggregate more than 66^{2/3} per cent of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66^{2/3} per cent of the Total Commitments immediately prior to that reduction)

"Mandated Lead Arranger" means Credit Suisse

"Monetary Claims" means any book and other debts and monetary claims owing to the Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets, property, rights or undertaking of the Chargor), other than any Monetary Claims that is subject to the Permitted UK Security until such time as the Permitted UK Security relating to such Monetary Claims is released

"Obligor" means a Borrower or a Guarantor

"Offer" means the public tender offer by the Parent for all publicly held Target Shares as pre-announced by means of the Pre-Announcement (as amended from time to time) and as set forth in the Offer Document

"Offer Documents" means the Offer Prospectus, the Pre-Announcement and any other document made available to the shareholders of the Target generally in relation to the Offer by or on behalf of the Parent by means of publication in the electronic or print media as required by the TOO

"Offer Prospectus" means the prospectus dated 22 December 2006 and the amendments to the prospectus dated 2 February 2007 and 13 March 2007 as published in the Swiss national press

"Original Borrower" means the Company

"Original Guarantor" means the Company, the Parent or Luxco

"Original Lender" means Credit Suisse

"Original Obligor" means an Original Borrower or an Original Guarantor

"Parent" means Rank Group Holdings Limited, a company incorporated in New Zealand with registration number 1812226

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(UK) LIMITED (COMPANY NO: 01146077) DATED 2 NOVEMBER 2007**

"Party" means a party to the Senior Facilities Agreement

"Permitted UK Security" means the security constituted by

- (a) the assignment of deposit created on 21 December 2005 by the Company in favour of Fortis Lease UK Limited,
- (b) the security assignment created on 30 March 2006 by the Company in favour of Fortis Lease UK Limited, and
- (c) the security assignment created on 21 December 2005 by the Company in favour of Fortis Lease UK

"Pre-Announcement" means the pre-announcement of the Offer pursuant to Article 7 et seq TOO (*Voranmeldung*) as published by electronic media on 19 December 2006 and in the print media on 21 December 2006.

"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment

"Related Rights" means, in relation to any asset

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, goodwill, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset

"Resignation Letter" means a letter substantially in the form set out in Schedule 8 (*Form of Resignation Letter*) of the Senior Facilities Agreement

"Revolving Facility" means the revolving credit facility made available under the Senior Facilities Agreement as described in paragraph (a)(iii) of Clause 2.1 (*The Facilities*) of such agreement

"Revolving Facility Commitment" means

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Revolving Facility Commitment" in Part II of Schedule 1 (*The Original Parties*) of the Senior Facilities Agreement and the amount of any other Revolving Facility Commitment transferred to it under such Agreement, and
- (b) in relation to any other Lender, the amount in the Base Currency of any Revolving Facility Commitment transferred to it under the Senior Facilities Agreement,

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to the extent not transferred by it, cancelled or reduced under the Senior Facilities Agreement

"Secured Local Facility" means a working capital facility provided to a member of the Group by a Secured Local Facility Provider in respect of which a Secured Local Facility Certificate has been delivered, and not cancelled, under Clause 29 (*Secured Local Facility Providers*) of the Intercreditor Agreement

"Secured Local Facility Certificate" means a certificate substantially in the form set out in Schedule 2 (*Form of Secured Local Facility Certificate*) of the Intercreditor Agreement

"Secured Local Facility Provider" means a Senior Lender or other bank or financial institution that has acceded to the Intercreditor Agreement as a provider of a Secured Local Facility

"Secured Parties" means each Finance Party and each Ancillary Lender (including any Affiliate of a Lender which is an Ancillary Lender) from time to time party to the Senior Facilities Agreement, any Receiver or Delegate and each Hedge Counterparty

"Security Trustee" means Credit Suisse as agent and security trustee for the Senior Creditors and the Subordinated Bridging Creditors and any successor thereto appointed pursuant to the terms of the Intercreditor Agreement

"Selection Notice" means a notice substantially in the form set out in Part II of Schedule 3 (*Requests*) of the Senior Facilities Agreement given in accordance with Clause 16 (*Interest Periods*) of the Senior Facilities Agreement in relation to a Term Facility

"Senior Agent" means Credit Suisse as agent under the Senior Facilities Agreement and any successor thereto appointed pursuant to the terms of the Senior Facilities Agreement

"Senior Creditors" means the Senior Lenders, the Hedge Counterparties, the Secured Local Facility Providers, the Senior Agent, the Senior Issuing Bank and the Security Trustee

"Senior Facilities Agreement" means the senior facilities agreement dated 11 May 2007 (as subsequently amended) entered into between, among others, Rank Holdings I S A (now known as Beverage Packaging Holdings (Luxembourg) I S A), Credit Suisse as mandated lead arranger, agent, issuing bank and security trustee, and certain banks and financial institutions named therein as the lenders (as amended, varied, novated or supplemented from time to time)

"Senior Lenders" mean the Lenders and the Ancillary Lenders

"Shares" means all of the shares in the capital of one or members of the Group held by, to the order or on behalf of the Chargor at any time

"Subordinated Bridging Agent" means Credit Suisse as agent under the Subordinated Bridging Facility Agreement and any successor thereto appointed pursuant to the terms of the Subordinated Bridging Facility Agreement

"Subordinated Bridging Creditors" means the Subordinated Bridging Agent and the Subordinated Bridging Lenders

"Subordinated Bridging Facility Agreement" means the EUR 770,000,000 subordinated bridging facility agreement dated on or about the same date as the Senior Facilities Agreement and made between the Company as Borrower, certain members of the Group as original guarantors, Credit Suisse as the subordinated bridging agent, Credit Suisse as the subordinated bridging arranger, Credit Suisse as security trustee and the persons named in that agreement as Lenders.

"Subordinated Bridging Lenders" means the Lenders (as defined in the Subordinated Bridging Facility Agreement)

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985

"Syndication Letter" means the syndication letter dated on or about the date of the Senior Facilities Agreement addressed by the Mandated Lead Arranger to the Company

"Target" means SIG Holding AG, a company limited by shares incorporated in Switzerland registered in the Commercial Register of the Canton of Schaffhausen with the register number CH-290 3 004 149-2

"Target Group" means the Target and its Subsidiaries

"Target Shares" means all of the registered shares of Target having a nominal value of CHF 6 00 each

"Term Loan" means a Facility B Loan or a Facility C Loan

"TOO" means the Ordinance of the Swiss Takeover Board on Public Takeover Offers (SR 954 195 1)

"Total Commitments" means the aggregate of the Total Facility B Commitments, the Total Facility C Commitments and the Total Revolving Facility Commitments at the date of the Senior Facilities Agreement

"Total Facility B Commitments" means the aggregate of the Facility B Commitments, being EUR 370,000,000 at the date of this Agreement

"Total Facility C Commitments" means the aggregate of the Facility C Commitments, being EUR 370,000,000 at the date of this Agreement

"Total Revolving Facility Commitments" means the aggregate of the Revolving Facility Commitments, being EUR 85,000,000 at the date of the Senior Facilities Agreement

"Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in paragraph 3(g) of Part IA of Schedule 2 (*Conditions Precedent*) of the Senior Facilities Agreement and any document required to be delivered to

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(UK) LIMITED (COMPANY NO: 01146077) DATED 2 NOVEMBER 2007**

the Agent under paragraph 15 of Part II of Schedule 2 (*Conditions Precedent*) of the Senior Facilities Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents or the Subordinated Bridging Finance Documents

"Unconditional Date" means the date on which the Offer becomes, or is declared to be, unconditional in all respects

"Utilisation" means a Loan or a Bank Guarantee

"Utilisation Request" means a notice substantially in the relevant form set out in Part IA and IB of Schedule 3 (*Requests*) of the Senior Facilities Agreement

SCHEDULE 2

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

Covenant to Pay

The Chargor has covenanted with the Security Trustee as trustee for the Secured Parties that it shall on demand of the Security Trustee discharge all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor and each grantor of a security interest to the Secured Parties (or any of them) under each or any of the Finance Documents together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities, and the Chargor shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by the Chargor to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities, provided that neither such covenant nor the security constituted by the Debenture shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law

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Interest on Demands

Clause 15 3 (*Default Interest*) of the Senior Facilities Agreement applies to the Debenture

SCHEDULE 3

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE

In the Debenture, the Chargor

- (a) charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Liabilities, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Accounts,
- (b) charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Liabilities, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Intellectual Property,
- (c) charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Liabilities, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) any goodwill and rights in relation to the uncalled capital of the Chargor,
- (d) charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Liabilities, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Investments,
- (e) charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Liabilities, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise),
- (f) charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Liabilities, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture,

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**SCHEDULES TO FORM 395 RELATING TO THE DEBENTURE ENTERED INTO BY SIG COMBIBLOC
(UK) LIMITED (COMPANY NO: 01146077) DATED 2 NOVEMBER 2007**

- (g) assigned and agreed to assign absolutely with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Liabilities all the Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party)
 - (i) the proceeds of any Insurance Policy and all Related Rights, and
 - (ii) all rights and claims in relation to any Assigned Account, and
- (h) charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Liabilities by way of first floating charge all present and future assets and undertaking of the Chargor

The Debenture provides that the floating charge created under the Debenture and referred to in paragraph (h) above shall be deferred in point of priority to all fixed Security validly and effectively created by the Chargor under the Finance Documents in favour of the Security Trustee as trustee for the Secured Parties as security for the Secured Liabilities

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the Debenture

FURTHER ASSURANCE

The Debenture contains covenants for further assurance

NEGATIVE PLEDGE

The Debenture contains a negative pledge

FILE COPY



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

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

COMPANY No 01838654

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 2nd NOVEMBER 2007 AND CREATED BY SIG HOLDINGS (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR AND EACH GRANTOR TO THE SECURED PARTIES OR ANY OF THEM 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 8th NOVEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th NOVEMBER 2007



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES