

MG01

Particulars of a mortgage or charge

106553 113



A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

✓ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

X **What this form is NOT for**
You cannot use this form to register
particulars of a charge on a
company. To do this, use form
MG01s

FRIDAY



LD4 16/09/2011 26
COMPANIES HOUSE

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uk

| | | |
|----------------------|--|--|
| 1 | Company details | 9 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> For official use |
| Company number | 0 1 1 4 6 0 7 7 | → Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by * |
| Company name in full | SIG COMBIBLOC LIMITED (the "Chargor") | |
| 2 | Date of creation of charge | |
| Date of creation | d0 d8 m0 m9 y2 y0 y1 y1 | |
| 3 | Description | |
| Description | Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' | |
| | A deed of confirmation and amendment (the " Amendment Deed ") dated 8 September 2011 between the Chargor and the Bank of New York Mellon in its capacity as collateral agent as appointed under the First Lien Intercreditor Agreement (as defined in the continuation pages) (the " Collateral Agent "), pursuant to which the terms of the debenture dated 2 December 2009, as subsequently amended by a deed of confirmation and amendment dated 16 November 2010 and further amended by a deed of confirmation and amendment dated 1 February 2011 (the " Debenture "), granted by the Chargor in favour of the Collateral Agent has been amended | |
| 4 | Amount secured | |
| Amount secured | Please give us details of the amount secured by the mortgage or charge | |
| | Please see the continuation pages for details for the amount secured by the Debenture and defined terms not otherwise defined in the body of this Form MG01 | |
| | Please note that the Amendment Deed amended the amount of future advances that may be made under the Debenture | |
| | Continuation page Please use a continuation page if you need to enter more details | |

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name

THE BANK OF NEW YORK MELLON

Address

101 BARCLAY STREET, FLOOR 4E, NEW YORK,

NY (Attn International Corporate Trust), USA

Postcode

1 0 2 8 6

Name

Address

Postcode

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

Please see the continuation pages for details of the property charged and defined terms not otherwise defined in the body of this Form MG01

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

None

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X Clifford Chance LLP X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Komal Raina 70-40145101

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Canary Wharf

Post town London

County/Region

Postcode E 1 4 5 J J

Country

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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| 4 | Amount secured | |
|----------------|---|--|
| | Please give us details of the amount secured by the mortgage or charge | |
| Amount secured | <p>The Chargor covenanted with the Collateral Agent as security trustee for the Secured Parties that it shall on demand of the Collateral Agent pay its Secured Liabilities (whether for its own account or as security trustee for the Secured Parties) including any liability to pay Secured Liabilities in respect of any further advances made under the Loan Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Chargor shall pay to the Collateral Agent when due and payable every sum of its Secured Liabilities at any time owing, due or incurred by the Chargor to the Collateral Agent (whether for its own account or as security 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</p> <p>Clause 5 3 2 of the Debenture was amended by the Amendment Deed so that each 2009 Issuer, each 2010 Issuer, each February 2011 Issuer and each August 2011 Issuer may issue Additional Notes Previously, only the 2009 Issuers, the 2010 Issuers and the February 2011 Issuers were able to issue Additional Notes</p> | |

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Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|---|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>For the avoidance of doubt, the particulars of the property mortgaged or charged have not been substantially amended by the Amendment Deed. Please see below for the particulars as set out in the Debenture as amended by the Amendment Deed.</p> <p>In the Debenture, the Chargor</p> <p>a) charged with full title guarantee in favour of the Collateral Agent as security trustee for the Secured Parties as security for 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:</p> <ul style="list-style-type: none">i the Accounts;ii the Tangible Moveable Property,iii the Intellectual Property,iv any goodwill and rights in relation to the uncalled capital of the Chargor,v the Investments;vi 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), andvii. all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge (at law or in equity) pursuant to the Debenture <p>b) assigned and agreed to assign absolutely with full title guarantee to the Collateral Agent as security 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)</p> <ul style="list-style-type: none">i. the proceeds of any Insurance Policy and all Related Rights, andii. all rights and claims in relation to any Assigned Account <p>c) with full title guarantee charged in favour of the Collateral Agent as security trustee for the Secured Parties as security for the payment and</p> | |

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Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged |
|-------------------|---|
| Short particulars | <p data-bbox="335 324 1050 369">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="335 425 1522 526">discharge of the Secured Liabilities by way of first floating charge (subject to any Liens permitted under the Principal Finance Documents) all present and future assets and undertaking of the Chargor.</p> <p data-bbox="335 604 1522 750">The Debenture provides that the floating charge created by the Debenture shall be deferred in point of priority to all fixed Lien validly and effectively created by the Chargor under the Loan Documents in favour of the Collateral Agent as security trustee for the Secured Parties as security for the Secured Liabilities.</p> <p data-bbox="335 840 1522 907">Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the Debenture</p> <p data-bbox="335 985 1522 1041">The Debenture contains covenants for further assurance and negative pledge.</p> <p data-bbox="335 1131 518 1164">Definitions</p> <p data-bbox="335 1198 1522 1288">"2009 Issuers" means Reynolds Group DL Escrow Inc and Reynolds Group Escrow LLC under the 2009 Senior Secured Notes Indenture, including their successors in interest.</p> <p data-bbox="335 1310 1522 1534">"2009 Senior Secured Notes Indenture" means the indenture dated as of November 5, 2009, among Reynolds Group DL Escrow Inc, Reynolds Group Escrow LLC, the Notes Guarantors (as defined therein) and The Bank of New York Mellon as trustee, principal paying agent, transfer agent, registrar and collateral agent, as amended, extended, restructured, renewed, refunded, novated, supplemented, restated, replaced or modified from time to time</p> <p data-bbox="335 1556 1522 1668">"2010 Issuers" means RGHL US Escrow I LLC, RGHL US Escrow I INC and RGHL Escrow Issuer (Luxembourg) I S A under the 2010 Senior Secured Notes Indenture, including their successors in interest</p> <p data-bbox="335 1691 1522 1926">"2010 Senior Secured Notes Indenture" means the indenture dated 15 October 2010, among the Escrow Issuers and The Bank of New York Mellon, as trustee, principal paying agent, transfer agent, registrar and collateral agent and Wilmington Trust (London) Limited as additional collateral agent, as amended, extended, restructured, renewed, refunded, novated, supplemented, restated, replaced or modified from time to time and to which the 2010 Issuers have or will become a party as issuers by way of the Escrow Issuers merging into the 2010 Issuers</p> <p data-bbox="335 1948 1522 2049">"Account" means any account opened or maintained by the Chargor with the Collateral Agent or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented</p> |

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

thereby and all Related Rights

"Additional Agreement" has the meaning given to such term in the First Lien Intercreditor Agreement.

"Additional Notes" has the meaning given in either the 2009 Senior Secured Notes Indenture, the 2010 Senior Secured Notes Indenture, the February 2011 Senior Secured Notes Indenture or the August 2011 Senior Secured Notes Indenture as appropriate

"Agreed Security Principles" has the meaning given to such term in the Credit Agreement, the 2009 Senior Secured Notes Indenture, the 2010 Senior Secured Notes Indenture, the February 2011 Senior Secured Notes Indenture and the August 2011 Senior Secured Notes Indenture and, to the extent of any inconsistency, the meaning in the Credit Agreement prevails

"Assigned Account" means any accounts that have been assigned under the Debenture

"August 2011 Issuers" means RGHL US Escrow II LLC and RGHL US Escrow II Inc under the August 2011 Senior Secured Notes Indenture, including their successors in interest.

"August 2011 Senior Secured Notes Indenture" means the indenture dated 9 August 2011, among the August 2011 Issuers and The Bank of New York Mellon, as trustee, principal paying agent, transfer agent, registrar and collateral agent and Wilmington Trust (London) Limited as additional collateral agent, as amended, extended, restructured, renewed, refunded, novated, supplemented, restated, replaces or modified from time to time

"Credit Agreement" means the second amended and restated credit agreement dated 9 August 2011 among Reynolds Group Holdings Inc , Reynolds Consumer Products Holdings Inc , SIG Euro Holding AG & Co KGaA, Closure Systems International Holdings Inc., Closure Systems International B V., Pactiv Corporation and SIG Austria Holding GmbH as borrowers, Reynolds Group Holdings Limited, the guarantors from time to time party thereto, the lenders from time to time party thereto and Credit Suisse AG as administrative agent, as further amended, extended, restructured, renewed, novated, supplemented, restated, refunded, replaced or modified from time to time

"Escrow Issuers" means RGHL US Escrow I Inc., RGHL US Escrow I LLC and RGHL Escrow Issuer (Luxembourg) I S A , including their successors in interest.

"February 2011 Issuers" means the "Issuers" under, and as defined in, the February 2011 Senior Secured Notes Indenture, namely Reynolds Group Issuer Inc , Reynolds Group Issuer LLC and Reynolds Group Issuer (Luxembourg) S A , including their successors in interest

"February 2011 Senior Secured Notes Indenture" means the indenture dated 1 February 2011, among the February 2011 Issuers and The Bank of New York Mellon, as trustee, principal paying agent, transfer agent, registrar and collateral agent and Wilmington Trust (London) Limited as additional

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

collateral agent, as amended, extended, restructured, renewed, refunded, novated, supplemented, restated, replaces or modified from time to time.

"First Lien Intercreditor Agreement" means the first lien intercreditor agreement dated 5 November, 2009, between, among others, the Collateral Agent, The Bank of New York Mellon, as trustee under the 2009 Senior Secured Notes Indenture, the 2010 Senior Secured Notes Indenture, the February 2011 Senior Secured Notes Indenture and the August 2011 Senior Secured Notes Indenture, Credit Suisse AG (formerly known as Credit Suisse), as administrative agent under the Credit Agreement, and the Loan Parties, as further amended, novated, supplemented, restated or modified from time to time

"Group" means Reynolds Group Holdings Limited and each of its subsidiaries from time to time

"Insurance Policy" means, subject to the Agreed Security Principles, any policy of insurance 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 Arrangements" means the First Lien Intercreditor Agreement and any other document that is designated by the Loan Parties' Agent and the Collateral Agent as an intercreditor agreement, in each case as amended, novated, supplemented, restated, replaced or modified from time to time

"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 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)

"Lien" means, with respect to any asset, any mortgage, lien (statutory or other), pledge, charge, hypothecation, assignment, security interest or similar encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement or any lease in the nature thereof)

"Loan Documents" means the "Loan Documents" under the Credit Agreement or the applicable definition designated by Reynolds Group Holdings Limited as being its equivalent in any Subsequent Credit Agreement (as defined in the First Lien Intercreditor Agreement, the "Note Documents" as defined in the 2009 Senior Secured Notes Indenture, each Additional Agreement and any

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Please give the short particulars of the property mortgaged or charged

Short particulars

other document designated by the Loan Parties' Agent and Collateral Agent as a Loan Document.

"Loan Parties" means the "Grantors" under, and as defined in, the First Lien Intercreditor Agreement

"Loan Parties' Agent" means Reynolds Group Holdings Limited (formerly known as Rank Group Holdings Limited)

"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).

"Principal Finance Documents" means the Credit Agreement, the 2009 Senior Secured Notes Indenture, the 2010 Senior Secured Notes Indenture, the February 2011 Senior Secured Notes Indenture, the August 2011 Senior Secured Notes Indenture, the Intercreditor Arrangements and any Additional Agreement.

"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

"Secured Liabilities" means 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 Loan Party and each grantor of a security interest to the Secured Parties (or any of them) under each or any of the Loan 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 Loan Documents or any other document evidencing or securing any such liabilities.

"Secured Parties" means the "Secured Parties" under, and as defined in, the First Lien Intercreditor Agreement

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

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and all Related Rights.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 1146077
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CONFIRMATION AND
AMENDMENT DATED 8 SEPTEMBER 2011 AND CREATED BY
SIG COMBIBLOC LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM EACH LOAN PARTY AND EACH
GRANTOR OF A SECURITY INTEREST 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 25 OF THE
COMPANIES ACT 2006 ON THE 16 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 SEPTEMBER
2011

DH



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES