

MR04

Statement of satisfaction in full or in part of a charge



Companies House

You can use the WebFiling service to file this form online
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☒ **What this form is for**
You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company

☐ **What this form is NOT for**
You may not use this form to
register a statement of satisfactio
in full or in part of a mortgage or
charge against an LLP Use form
LL MR04

MONDAY



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13/01/2014

#148

COMPANIES HOUSE

1 Company details

Company number 01146077

Company name in full SIG Combibloc Limited

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation

When was the charge created?

→ Before 06/04/2013 Complete **Part A and Part C**

→ On or after 06/04/2013 Complete **Part B and Part C**

Property acquired

If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge *

Charge creation date 02/01/2009

Property acquired

If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description A debenture dated 2 December 2009 (the "Debenture") granted by
SIG Combibloc Limited (the "Chargor") in favour of the Bank of New
York Mellon in its capacity as collateral agent as appointed under the
First Lien Intercreditor Agreement (as defined below) for the
Secured Parties (as defined below) (the "Collateral Agent")

Continuation page

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

MR04

Statement of satisfaction in full or in part of a charge

A3

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

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 MR04

Continuation page

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

MR04

Statement of satisfaction in full or in part of a charge

Part B Charges created on or after 06/04/2013**B1 Charge code**

Please give the charge code This can be found on the certificate

Charge code ①

				-					-				
--	--	--	--	---	--	--	--	--	---	--	--	--	--

① Charge code

This is the unique reference code allocated by the registrar

Part C To be completed for all charges**C1 Satisfaction**I confirm that the debt for the charge as described has been paid or satisfied
Please tick the appropriate box

- ☒ In full
☐ In part

C2 Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Forename(s)

Surname

Debevoise & Plimpton LLP

Please give the address of the person delivering this statement

Building name/number

65

Street

Gresham Street

Post town

London

County/Region

Postcode

E	C	2	V	7	N	Q	
---	---	---	---	---	---	---	--

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Solicitor on behalf of Chargor

C3 Signature

Please sign the form here

Signature

Signature

X Debevoise & Plimpton LLP X

MR04

Statement of satisfaction in full or in part of a charge



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. The contact information you give will be visible to searchers of the public record.

Contact name	Julia Keppe									
Company name	Debevoise & Plimpton LLP									
Address	65 Gresham Street									
Post town	London									
County/Region	Greater London									
Postcode	E	C	2	V	7	N	Q			
Country	United Kingdom									
DX										
Telephone	02077865503									



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
- Part A Charges created before 06/04/2013**
 - ☐ You have given the charge date
 - ☐ You have completed the Description of instrument and Short particulars in Sections A2 and A3
- Part B Charges created on or after 06/04/2013**
 - ☐ You have given the charge code
- Part C To be completed for all charges**
 - ☐ You have ticked the appropriate box in Section C1
 - ☐ You have given the details of the person delivering this statement in Section C2
 - ☐ You have signed the form



Important information

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



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

MR04 - continuation page

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A3

Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<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 and to</p> <p>(i) the Accounts,</p> <p>(ii) the Tangible Moveable Property,</p> <p>(iii) the Intellectual Property,</p> <p>(iv) any goodwill and rights in relation to the uncalled capital of the Chargor,</p> <p>(v) the Investments,</p> <p>(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), and</p> <p>(vii) 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</p> <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</p> <p>(i) the proceeds of any Insurance Policy and all Related Rights, and</p> <p>(ii) all rights and claims in relation to any Assigned Account</p> <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 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 undertakings of the Chargor</p> <p>The Debenture provides that the floating charge created by the Debenture shall be deferred in point of priority to all fixed Liens validly and effectively created by the Chargor under the Credit Documents in favour of the Collateral Agent as security trustee for the Secured Parties as security for the Secured Liabilities</p> <p>Paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to the floating charge created pursuant to the Debenture</p> <p>The Debenture contains covenants for further assurance and negative pledge</p>	

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A3

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Please give the short particulars of the property or undertaking charged

Short particulars

"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 thereby and all Related Rights

"Agreed Security Principles" has the meaning given to such term in the Credit Agreement and the Senior Secured Note Indenture and, to the extent of any inconsistency, the meaning in the Credit Agreement prevails

"Assigned Account" means any Account that may from time to time be identified in writing as an Assigned Account by the Collateral Agent

"Credit Agreement" means the Credit Agreement dated 5 November 2009 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 and SIG Austria Holding GmbH as borrowers, Reynolds Group Holdings Limited, the lenders from time to time party thereto and Credit Suisse AG (formerly known as Credit Suisse), as administrative agent, as amended, extended, restructured, renewed, novated, supplemented, restated, refunded, replaced or modified from time to time

"Credit Documents" means the "Loan Documents" as defined in the Credit Agreement or the applicable definition designated by Holdings as being its equivalent in any Subsequent Credit Agreement (as defined in the First Lien Intercreditor Agreement), the "Note Documents" as defined in the Indenture and each Additional Agreement (as defined in the First Lien Intercreditor Agreement)

"First Lien Intercreditor Agreement" means the First Lien Intercreditor Agreement dated 5 November, 2009, among the Collateral Agent, The Bank of New York Mellon, as trustee under the Senior Secured Note Indenture, Credit Suisse AG (formerly known as Credit Suisse), as administrative agent under the Credit Agreement, and the Loan Parties, as amended, novated, supplemented, restated or modified from time to time

"Grantors" means Holdings and any other Person that has granted a security interest pursuant to any Security Document (as defined in the First Lien Intercreditor Agreement) to secure any Series of Obligations (as defined in the Indenture) or is a Gurantor (as defined in the First Lien Intercreditor Agreement) under the Credit Agreement or the Indenture

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

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A3

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Please give the short particulars of the property or undertaking charged

Short particulars

"Indenture" means that certain indenture dated as of November 5, 2009, among Reynolds Group Escrow LLC, Reynolds Group DL Escrow Inc and The Bank of New York Mellon, as trustee, principal paying agent, transfer and collateral agent, as such indenture may be modified, amended or supplemented 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

"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

(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)

"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 "Credit Documents" under, and as defined in, the First Lien Intercreditor Agreement and any other document designated by the Loan Parties' Agent (being Reynolds Group Holdings Limited (formerly known as Rank Group Holdings Limited)) and the Collateral Agent as a Loan Document

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

MR04 - continuation page

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A3

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	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>"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)</p> <p>"Principal Finance Documents" means the Credit Agreement, the Senior Secured Note Indenture, the Intercreditor Arrangements and any Additional Agreement (as defined in the First Lien Intercreditor Agreement)</p> <p>"Related Rights" means, in relation to any asset</p> <ul style="list-style-type: none"> (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 <p>"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</p> <p>"Secured Parties" means the Credit Agreement Secured Parties, the Indenture Secured Parties and the Additional Secured Parties (each as defined in the First Lien Intercreditor Agreement) with respect to each Series of Additional Obligations (each as defined in the Indenture)</p> <p>"Senior Secured Note Indenture" means the Indenture dated 5 November, 2009, among the Issuers (as defined therein), the Note Guarantors (as defined therein) and The Bank of New York Mellon, as trustee, principal paying agent, transfer agent and registrar, as amended, extended, restructured, renewed, refunded, novated, supplemented, restated, replaced or modified from time to time</p> <p>"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</p> <p>"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</p>	