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CHWP000

COMPANIES FORM No. 466(Scot)

Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

466

COMPANIES HOUSE
17 OCT 2016
EDINBURGH FRONT DESK

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

Pursuant to section 410 and 466 of the Companies Act 1985

Please do not
write in
this margin

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

* insert full name
of company

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

11

SC121847

Name of company

* Coveris Rigid UK Limited (the "Chargor")

Date of creation of the charge (note 1)

7 November 2013

Description of the instrument creating or evidencing the charge or of any ancillary document which has been altered (note 1)

Floating Charge (Limited Assets) (the "Charge")

Names of the persons entitled to the charge

GE Capital Bank Limited ("GE Capital")

Short particulars of all the property charged

The whole right, title, benefit and interest of the Chargor in and to any Debts (which are or may be from time to time while this Charge is in force comprised in the property and undertaking of the Chargor) arising under Contracts of Sale where either the law governing the Contract of Sale in Scots law or the invoices evidencing the Debts are addressed to Debtors in Scotland, including any applicable Tax or duty and all Associated Rights.

See Paper Apart, Part 1 for definitions.

Presenter's name address and
reference (if any):

CAH/BS/NOR187.34
Brodies LLP
15 Atholl Crescent
Edinburgh
EH3 8HA

For official use (02/06)

Charges Section

Post room

MONDAY



S5HS9J9F

SCT

17/10/2016

#65

COMPANIES HOUSE

Names, and addresses of the persons who have executed the instrument of alteration (note 2)

1. Goldman Sachs Bank USA, of 200 West Street, New York, New York, 10282-2198 (the "Collateral Agent");
2. GE Capital Bank Limited, of The Ark, 201 Talgarth Road, London W6 8BJ;
3. Wells Fargo Capital Finance (UK) Limited, of 4th Floor, 90 Long Acre, London WC2E 9RA (the "Purchaser"); and
4. Coveris Rigid UK Limited, of c/o Bond Dickinson LLP, 13 Albany Terrace, Aberdeen AB10 1YP.

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this margin*

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legibly, preferably
in black type, or
bold block lettering*

Date(s) of execution of the instrument of alteration

1. 29 September 2016 on behalf of the Collateral Agent;
 2. 30 September 2016 on behalf of GE Capital;
 3. 30 September 2016 on behalf of the Purchaser; and
 4. 29 September 2016 on behalf of the Chargor.
- (The effective date of the instrument of alteration is 30 September 2016).

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

N/A

Short particulars of any property released from the floating charge

N/A

The amount, if any, by which the amount secured by the floating charge has been increased

N/A

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

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write in
this margin*

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

The Collateral Agent, the Purchaser and the Chargor agree that the Securities shall rank and secure the Term Loan Obligations and the UK BFA Obligations as follows:

(a) in respect of Securities over or in respect of the Properties such Securities shall rank in the following order of priority:

- (i) first, the Collateral Agent Securities as security for the Term Loan Obligations; then
- (ii) second, the GE Capital Securities as security for the UK BFA Obligations;

(b) subject to paragraph (d) below, to the extent the Securities constitute Security over or in respect of Assets comprising UK BFA Priority Collateral, such Securities shall rank in the following order of priority:

- (i) first, the GE Capital Securities as security for the UK BFA Obligations; then
- (ii) second, the Collateral Agent Securities as security for the Term Loan Obligations;

(c) in respect of Securities over or in respect of Assets comprising Term Loan Priority Collateral (other than the Properties) such Securities shall rank in the following order of priority:

- (i) first, the Collateral Agent Securities as security for the Term Loan Obligations; then
- (ii) second, the GE Capital Securities as security for the UK BFA Obligations; and

(d) following the discharge in full of any UK BFA Obligations not comprising Excess UK BFA Obligations, in respect of Securities over or in respect of Assets comprising UK BFA Priority Collateral securing Excess UK BFA Obligations such Securities shall rank in the following order of priority:

- (i) first, the Collateral Agent Securities as security for the Term Loan Obligations;
then
- (ii) second, the GE Capital Securities as security for Excess UK BFA Obligations.

See Paper Apart, Part 1 for definitions.

Continuation of the statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

*Please do not
write in
this margin*

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

Signed *James Steer for Brodies LLP* Date 17 OCTOBER 2016
On behalf of [~~company~~] [chargee] ☐

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

Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, should be given. ☐ delete as appropriate
For the date of creation of a charge see section 410(5) of the Companies Act.
2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
3. A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
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 are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is: Companies Registration Office, 139 Fountainbridge, Edinburgh EH3 9FF
DX 235 Edinburgh or LP - 4 Edinburgh 2

Paper Apart

Part 1 – Definitions

Definitions in this Form 466 and in the paper apart to this Form 466 shall apply herein.

"Accounting Records" means all books, ledgers and records of any kind and in any medium relating to the Debts.

"Assets" means the whole of the property, assets and undertaking (including uncalled capital) which is or may be from time to time comprised in the Chargor's property and undertaking.

"Associated Rights" means in relation to any Debt, any of the following:

- a) all rights arising under the Contract of Sale as an unpaid seller;
- b) all evidence of the Contract of Sale or any Disputes;
- c) all documents of title to Goods, warehouse keepers' receipts, bills of lading, shipping documents, airway bills or similar;
- d) the benefit of all insurances and all rights and powers under the insurance policies;
- e) all Remittances, securities, Encumbrances and Guarantees;
- f) all Accounting Records;
- g) the ownership of all Returned Goods and their proceeds of sale.

"Collateral Agent Securities" means the Collateral Agent Standard Securities, the Collateral Agent Debentures, the Collateral Agent Floating Charge and any other Security granted by the Chargor in favour of the Collateral Agent in relation to the Term Loan Obligations from time to time.

"Collateral Agent Debentures" means the debentures (i) dated 8 November 2013 granted by the Chargor in favour of the Collateral Agent and registered with the Registrar of Companies on 20 November 2013; and (ii) dated 18 August 2016 granted by the Chargor in favour of the Collateral Agent and registered with the Registrar of Companies on 23 August 2016.

"Collateral Agent Floating Charge" means the floating charge dated 7 November 2013 granted by the Chargor in favour of the Collateral Agent and to registered with the Registrar of Companies on 20 November 2013.

"Collateral Agent Standard Securities" means the standard securities granted by the Chargor in favour of the Collateral Agent over the Properties each dated 7 November 2013 and each registered in the Land Register of Scotland on 14 January 2014.

"Contract of Sale" means a contract in any form between the Chargor and a Person for the sale or hire of Goods or the provision of services.

"Debt" means any obligation (present, future or contingent) of a Debtor to make payment under a Contract of Sale, including any applicable Tax or duty and all Associated Rights;

"Debtor" means a Person who incurs or may incur any indebtedness under a Contract of Sale.

"Dispute" means in relation to any Debt or Contract of Sale:

- a) any claim or demand relating to price, terms, quantity, performance, quality or delivery of Goods or services;
- b) any other defence, set-off, retention, abatement, counter-claim or contra account raised or alleged by a Debtor or its representatives;
- c) any other dispute by a Debtor concerning its liability to pay a Debt.

"Encumbrance" means any mortgage, charge, security, pledge, assignment or assignation by way of security, hypothecation, security interest, title retention, flawed asset agreement, preferential right, right of set-off, trust arrangement or other arrangement for the purpose of and having a similar effect to the granting of security whether by law or agreement or other security interest of any kind.

"Excess UK BFA Obligations" has the meaning given to that term in the Intercreditor Agreement.

"GE Capital Securities" means the GE Capital Debenture, the GE Capital Floating Charges, the UK BFA Debenture, the UK BFA Floating Charges and any other Security granted by the Chargor in favour of the Purchaser in relation to the UK BFA Obligations from time to time.

"GE Capital Debenture" means the composite all assets guarantee and indemnity and debenture granted by the Chargor and others in favour of GE Capital dated 8 November 2013 and transferred to the Purchaser pursuant to the Loan Transfer Deed.

"GE Capital Floating Charges" means (i) the floating charge governed by Scots law granted by the Chargor in favour of GE Capital dated 7 November 2013 over the Assets and (ii) the limited assets floating charge governed by Scots law granted by the Chargor in favour of GE Capital dated 7 November 2013 over certain of the Assets as more particularly set out therein and, in each case, transferred to the Purchaser pursuant to the Loan Transfer Deed.

"Goods" means any merchandise or materials, or where the context admits, any work or services which are the subject of a Contract of Sale.

"Guarantee" means any indemnity, bond, standby letter of credit and any other obligation (whatever called) of any Person to pay for, purchase, provide funds for the payment of, indemnify against the consequences of default in the payment of, or otherwise be responsible for, any indebtedness or other obligation of any other Person.

"Intercreditor Agreement" means the intercreditor agreement dated 8 November 2013 and made between, amongst others, the Collateral Agent, GE Capital and the Chargor.

"Loan Transfer Deed" means the deed created on or around the date of the instrument of alteration to which this Form 466 relates between GE Capital, the Purchaser, the Chargor and others.

"Person" means any individual, firm, company, corporation, public authority, trust, joint venture or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing.

"Properties" means the real estate interests of the Chargor from time to time which are subject to the Securities being, as at the date of the instrument of alteration to which this Form 466 relates, (i) ALL and WHOLE the Chargor's interest in the leasehold subjects at 3 Young Square, Brucefield Industrial Park, Livingston, registered in the Land Register of Scotland under Title Number MID137815, (ii) ALL and WHOLE the Chargor's interest in the leasehold subjects at 4 Young Square, Brucefield Industrial Park, Livingston, registered in the Land Register of Scotland under Title Number MID142648 and (iii) ALL and WHOLE the Chargor's interest in the leasehold subjects at 5-8 Young Square, Brucefield Industrial Park, Livingston, registered in the Land Register of Scotland under Title Number MID142651.

"Remittances" means cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of credit, electronic payments, BACS, CHAPS and any other remittance or instrument of payment in whatever form received by GE Capital, the Chargor or the Chargor's agents towards discharge of a Debt, including monies recovered under any credit insurance policy, a refund of the VAT element of a Debt and a dividend payable in respect of a Debt.

"Returned Goods" means any Goods relating to a Contract of Sale which are rejected by a Debtor for any reason or which the Chargor or GE Capital recover from a Debtor.

"Securities" means the GE Capital Securities and the Collateral Agent Securities.

"Security" means a mortgage, standard security, charge, pledge, assignment, assignation, transfer, lien, right of set-off, retention or extended retention of title provision, or any other security interest securing any obligation of any person or any other agreement or arrangement having the effect of giving security or preferential ranking to a creditor, or any other agreement or arrangement having a similar effect.

"Tax" has the meaning given to it in the Business Finance Agreement.

"Term Loan Obligations" has the meaning given in the Intercreditor Agreement.

"Term Loan Priority Collateral" has the meaning given in the Intercreditor Agreement.

"UK BFA Debenture" means the composite all assets guarantee and indemnity and debenture granted by the Chargor and others in favour of the Purchaser dated on or around the date of the instrument of alteration to which this Form 466 relates and to be registered with the Registrar of Companies.

"UK BFA Floating Charges" means (i) the floating charge governed by Scots law granted by the Chargor in favour of the Purchaser dated on or around the date of the instrument of alteration to which this Form 466 relates over the Assets and (ii) the floating charge governed by Scots law granted by the Chargor in favour of the Purchaser dated on or around the date of the instrument of alteration to which this Form 466 relates over certain of the Assets as more particularly described therein and, in each case, to be registered with the Registrar of Companies.

"UK BFA Obligations" has the meaning given to that term in the Intercreditor Agreement.

"UK BFA Priority Collateral" has the meaning given to that term in the Intercreditor Agreement.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF AN ALTERATION TO A FLOATING CHARGE**

COMPANY NO. 121847
CHARGE CODE SC12 1847 0011

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 30 SEPTEMBER 2016 WERE
DELIVERED PURSUANT TO SECTION 466 OF THE COMPANIES
ACT 1985
ON 17 OCTOBER 2016

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 7
NOVEMBER 2013

BY COVERIS RIGID UK LIMITED

IN FAVOUR OF
GE CAPITAL BANK LIMITED

GIVEN AT COMPANIES HOUSE, EDINBURGH 21 OCTOBER 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



SHEPHERD+ WEDDERBURN

**SUPPLEMENTARY SCOTTISH SECURITY
RANKING AGREEMENT**

**Goldman Sachs Bank USA,
as Collateral Agent**

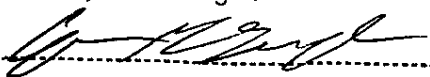
Wells Fargo Capital Finance (UK) Limited

GE Capital Bank Limited

and

Coveris Rigid UK Limited

We hereby certify that, save for material redacted
pursuant to s.859G of the Companies Act 2006,
this is a true copy of the original

Signed: 

Date: 7 OCTOBER 2016

For and on behalf of Shepherd and Wedderburn LLP

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CHARGES AND MORTGAGES REGISTERED AT THE OFFICE OF THE
LANDS AND SURVEYS, KENYA, ON 10/11/2011

IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 10th day of November 2011.

Deputy Registrar

Deputy Registrar

SUPPLEMENTARY SCOTTISH SECURITY RANKING AGREEMENT

among

- (a) **GOLDMAN SACHS BANK USA**, a New York State chartered bank, of 200 West Street, New York, New York, 10282-2198 as security trustee for itself and the other Secured Parties (the "**Collateral Agent**");
- (b) **WELLS FARGO CAPITAL FINANCE (UK) LIMITED**, a company registered in England with Company Number 2656007, whose registered office is at 4th Floor 90 Long Acre, London, United Kingdom, WC2E 9RA, for itself and as trustee for the Finance Parties (as defined in the UK BFA Debenture and the UK BFA Floating Charges) (the "**Purchaser**");
- (b) **GE CAPITAL BANK LIMITED**, a company registered in England and Wales with Company Number 02549477, whose registered office is at The Ark, 201 Talgarth Road, London W6 8BJ ("**GE Capital**"); and
- (c) **COVERIS RIGID UK LIMITED** (formerly known as Kobusch UK Limited conform to a certificate of incorporation on a change of name dated 8 January 2014) a company registered under the Companies Act in Scotland with registered number SC121847 and having its registered office formerly at Young Square, Brucefield Industrial Park, Livingston, West Lothian, EH54 9BX and now at c/o Bond Dickinson LLP, 13 Albion Terrace, Aberdeen AB10 1YP (the "**Chargor**").

WHEREAS

- (A) GE Capital, the Collateral Agent and the Chargor are party to a Scots law ranking agreement dated 6 and 7 November 2013 (the "**Original Scottish Ranking Agreement**") and entered into in connection with an intercreditor agreement dated 8 November 2013 between, among others, the Collateral Agent, GE Capital and the Chargor (the "**Intercreditor Agreement**").
- (B) By a loan transfer deed dated on or around the effective date hereof between GE Capital, the Purchaser, the Chargor and others (the "**Loan Transfer Deed**") GE Capital sold and the Purchaser purchased all of GE Capital's rights and obligations under the UK Business Finance Agreement (as that term is defined in the Intercreditor Agreement) and certain other documents relating thereto as more particularly described therein, including the GE Capital Debenture and the GE Capital Floating Charges.
- (C) Pursuant to a joinder agreement dated on or around the effective date hereof between, amongst others, PNC Business Credit a trading style of PNC Financial Services UK Ltd ("**PNC**") and the Purchaser (the "**Joinder Agreement**"), PNC and the Purchaser became a party to the Intercreditor Agreement.
- (D) The parties have agreed to enter into this Agreement in order to give effect to the transactions contemplated by the Loan Transfer Deed and the Joinder Agreement and with a view to registering details of the ranking of the Securities (defined below) granted by the Chargor in terms of Section 466 of the Companies Act 1985.
- (E) This Agreement is supplementary and subject to the Intercreditor Agreement.

1. Definitions and Interpretation

1.1 In this Agreement:

"**Assets**" means the whole of the property, assets and undertaking (including uncalled capital) which is or may be from time to time comprised in the Chargor's property and undertaking.

"**Claimholders**" means the UK BFA Claimholders and the Term Loan Claimholders.

"**Collateral Agent Debentures**" means the debentures (i) dated 8 November 2013 granted by the Chargor in favour of the Collateral Agent and registered with the Registrar of Companies on 20 November 2013; and (ii) dated 18 August 2016 granted by the Chargor in favour of the Collateral Agent and registered with the Registrar of Companies on 23 August 2016.

"Collateral Agent Floating Charge" means the floating charge dated 7 November 2013 granted by the Chargor in favour of the Collateral Agent and to be registered with the Registrar of Companies on 20 November 2013.

"Collateral Agent Securities" means the Collateral Agent Standard Securities, the Collateral Agent Debentures, the Collateral Agent Floating Charge and any other Security granted by the Chargor in favour of the Collateral Agent in relation to the Term Loan Obligations from time to time.

"Collateral Agent Standard Securities" means the standard securities granted by the Chargor in favour of the Collateral Agent over the Properties each dated 7 November 2013 and each registered in the Land Register of Scotland on 14 January 2014.

"GE Capital Debenture" means the composite all assets guarantee and indemnity and debenture granted by the Chargor and others in favour of GE Capital dated 8 November 2013 and transferred to the Purchaser pursuant to the Loan Transfer Deed.

"GE Capital Floating Charges" means (i) the floating charge governed by Scots law granted by the Chargor in favour of GE Capital dated 7 November 2013 over the Assets and (ii) the limited assets floating charge governed by Scots law granted by the Chargor in favour of GE Capital dated 7 November 2013 over certain of the Assets as more particularly set out therein and, in each case, transferred to the Purchaser pursuant to the Loan Transfer Deed.

"GE Capital Securities" means the GE Capital Debenture, the GE Capital Floating Charges, the UK BFA Debenture, the UK BFA Floating Charges and any other Security granted by the Chargor in favour of the Purchaser in relation to the UK BFA Obligations from time to time.

"Party" means a party to this Agreement.

"Properties" means the real estate interests of the Chargor from time to time which are subject to the Securities being, as at the date of this Agreement, (i) ALL and WHOLE the Chargor's interest in the leasehold subjects at 3 Young Square, Brucefield Industrial Park, Livingston, registered in the Land Register of Scotland under Title Number MID137815, (ii) ALL and WHOLE the Chargor's interest in the leasehold subjects at 4 Young Square, Brucefield Industrial Park, Livingston, registered in the Land Register of Scotland under Title Number MID142648 and (iii) ALL and WHOLE the Chargor's interest in the leasehold subjects at 5-8 Young Square, Brucefield Industrial Park, Livingston, registered in the Land Register of Scotland under Title Number MID142651.

"Securities" means the GE Capital Securities and the Collateral Agent Securities.

"Security" means a mortgage, standard security, charge, pledge, assignment, assignation, transfer, lien, right of set-off, retention or extended retention of title provision, or any other security interest securing any obligation of any person or any other agreement or arrangement having the effect of giving security or preferential ranking to a creditor, or any other agreement or arrangement having a similar effect.

"UK BFA Debenture" means the composite all assets guarantee and indemnity and debenture granted by the Chargor and others in favour of the Purchaser dated on or around the date of this Agreement and to be registered with the Registrar of Companies.

"UK BFA Floating Charges" means (i) the floating charge governed by Scots law granted by the Chargor in favour of the Purchaser dated on or around the date of this Agreement over the Assets and (ii) the floating charge governed by Scots law granted by the Chargor in favour of the Purchaser dated on or around the date of this Agreement over certain of the Assets as more particularly described therein and, in each case, to be registered with the Registrar of Companies.

- 1.2 Unless otherwise defined in this Agreement, capitalised terms in this Agreement shall have the meaning ascribed to them in the Intercreditor Agreement.
- 1.3 Unless a contrary indication appears, a reference in this Agreement to:
 - (a) the Collateral Agent, GE Capital, the Chargor, the Purchaser or any other person shall be construed so as to include its successors in title, permitted assignees and permitted transferees;

- (b) any agreement or instrument is (without prejudice to any requirement to procure consent to the same) a reference to that agreement or instrument as amended, novated, supplemented, extended or restated as permitted by this Agreement; and
- (c) a provision of law is a reference to that provision as amended or re-enacted.

1.4 Clause headings are for ease of reference only.

2. Ranking

2.1 The Collateral Agent, the Purchaser and the Chargor agree that the Securities shall rank and secure the Term Loan Obligations and the UK BFA Obligations as follows:

- (a) in respect of Securities over or in respect of the Properties such Securities shall rank in the following order of priority:
 - (i) first, the Collateral Agent Securities as security for the Term Loan Obligations; then
 - (ii) second, the GE Capital Securities as security for the UK BFA Obligations;
- (b) subject to paragraph (d) below, to the extent the Securities constitute Security over or in respect of Assets comprising UK BFA Priority Collateral, such Securities shall rank in the following order of priority:
 - (i) first, the GE Capital Securities as security for the UK BFA Obligations; then
 - (ii) second, the Collateral Agent Securities as security for the Term Loan Obligations;
- (c) in respect of Securities over or in respect of Assets comprising Term Loan Priority Collateral (other than the Properties) such Securities shall rank in the following order of priority:
 - (i) first, the Collateral Agent Securities as security for the Term Loan Obligations; then
 - (ii) second, the GE Capital Securities as security for the UK BFA Obligations; and
- (d) following the discharge in full of any UK BFA Obligations not comprising Excess UK BFA Obligations, in respect of Securities over or in respect of Assets comprising UK BFA Priority Collateral securing Excess UK BFA Obligations such Securities shall rank in the following order of priority:
 - (i) first, the Collateral Agent Securities as security for the Term Loan Obligations; then
 - (ii) second, the GE Capital Securities as security for Excess UK BFA Obligations.

2.2 The ranking and priority set out in Clause 2.1 shall take effect notwithstanding any of the following:

- (a) the nature of the securities created by the Securities and the dates of execution, perfection or registration of them;
- (b) any provision contained in any of the Securities;
- (c) the date or dates on which sums have been or may be advanced or become due, owing or payable under the Securities or the documents or instruments giving rise to the Term Loan Obligations or UK BFA Obligations;
- (d) any fluctuation from time to time in the amounts secured by the Securities including any reduction of those amounts to nil;
- (e) the existence of any credit balance on any current or other account of the Chargor with any of the Claimholders;

- (f) the appointment of a liquidator, administrative receiver, receiver, administrator or other similar officer in respect of the Chargor or over all or any part of the Assets;
 - (g) the granting of time or any other indulgence to the Chargor or any other person or the release, compounding or otherwise dealing with the Chargor or any other person;
 - (h) the taking, variation, compromise, renewal or release of, or refusal or neglect to perfect or enforce any rights or remedies against the Chargor or any other person by any of the Claimholders; or
 - (i) the provisions of Sections 464 and 466 of the Companies Act 1985 or any other rule of law which might operate to the contrary.
- 2.3 For the avoidance of doubt, this Agreement supersedes any previous agreement, whether written or oral, express or implied, between the parties to it (or any of them) in relation to the subject matter of this Agreement, other than the Intercreditor Agreement. The Parties hereby agree that all rights, claims and obligations of the relevant parties under the Original Scottish Ranking Agreement shall be released and discharged and the Original Scottish Ranking Agreement shall be terminated with effect from and including the effective date of this Agreement.
- 2.4 Subject to the terms of any Term Loan Document or UK BFA Document to the contrary, the provisions of this Agreement shall apply in the case of any voluntary disposals of the Assets following an Enforcement Action as well as any realisation of the Assets on enforcement of any of the Securities.

3. Security Continuing

The Securities shall rank as provided in this Agreement as continuing securities for repayment of the Obligations owed to the Claimholders from time to time by the Chargor or by any person or company whose obligations to the Claimholders are guaranteed by the Chargor.

4. Variations

The Securities are varied to the extent specified in this Agreement and this Agreement shall be construed and receive effect as an Instrument of Alteration within the meaning of Section 466 of the Companies Act 1985.

5. Counterparts, Delivery and Effective Date

- 5.1 This Agreement may be executed in any number of counterparts and by each of the parties on separate counterparts.
- 5.2 Where executed in counterparts:
- 5.2.1 this Agreement will not take effect until each of the counterparts has been delivered;
 - 5.2.2 each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered;
 - 5.2.3 the date of delivery may be inserted in the testing clause in the blank provided for the effective date of this Agreement.

6. Partial Invalidity

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision under the law of any other jurisdiction will in any way be affected or impaired.

7. Ranking Agreement supplementary and subject to the Intercreditor Agreement

This Agreement is supplementary and subject to the terms of the Intercreditor Agreement and is entered into by the Parties for the purpose of ranking the Securities and for no other purpose. All other

agreements between the Claimholders and the Group relating to the Assets, the Securities, the enforcement thereof and any rights and/or obligations arising in connection therewith are set out in the Intercreditor Agreement. Save with respect to the terms of this Clause and Clauses 1, 2.1, 2.2, 4, 5, 10 and 11 hereof, in the event of any conflict between the terms of this Agreement and the terms of the Intercreditor Agreement the terms of the Intercreditor Agreement shall prevail (and for these purposes "conflict" includes the omission from this Agreement of matters regulated by, or a right or obligation arising under, the Intercreditor Agreement).

8. Notices

Any notice or other communication under this Agreement must be made in accordance with Section 8.8 of the Intercreditor Agreement.

9. Assignment

This Agreement shall be binding upon each Party and their respective successors and assignees, except that Chargor may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the other Parties.

10. Governing Law

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by Scots law.

11. Jurisdiction

- 11.1 The courts of Scotland and the courts of the State of New York have jurisdiction to settle any dispute arising under this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of this Agreement) (a "Dispute").
- 11.2 The Parties agree that the courts of Scotland and the courts of the State of New York are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 11.3 This Clause 11 is for the benefit of the Claimholders only. As a result, none of the Claimholders shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Claimholders may take concurrent proceedings in any number of jurisdictions.

12. Consent to Registration

The parties to this Agreement consent to its registration for preservation.

IN WITNESS WHEREOF these presents consisting of this and the preceding five pages have been executed in counterpart by the parties as undernoted, with an effective date of 30 SEPTEMBER 2016:

SUBSCRIBED for and on behalf of
Goldman Sachs Bank USA as Collateral Agent

at New York, New York

on September 29, 2016

by its Authorised Signatory:

Gabriel Jacobson

Print Full Name

before this witness

Daniel Bendelson

Print Full Name

200 West Street

New York, New York 10282

Address



Authorised Signatory (sign)



Witness (sign)

SUBSCRIBED for and on behalf of
GE Capital Bank Limited

at

on

by:

Print Full Name

before this witness

Print Full Name

Address

Authorised Signatory/Attorney (sign)

Witness (sign)

12. Consent to Registration

The parties to this Agreement consent to its registration for preservation.

IN WITNESS WHEREOF these presents consisting of this and the preceding five pages have been executed in counterpart by the parties as undernoted, with an effective date of ...30 SEPTEMBER 2016:

SUBSCRIBED for and on behalf of
Goldman Sachs Bank USA as Collateral Agent

at

on

by its Authorised Signatory:

Print Full Name
before this witness

Authorised Signatory (sign)

Print Full Name

Witness (sign)

Address

SUBSCRIBED for and on behalf of
GE Capital Bank Limited

at OLD HALL ROAD, SALE, M33 2GZ

on 30th SEPT 2016

by:

Charles Johnson
Print Full Name

before this witness

JAMES MCLEAN

Print Full Name

OLD HALL ROAD

SALE

M33 2GZ

Address

Authorised Signatory/Attorney (sign)

Witness (sign)

Subscribed for and on behalf of
Coveris Rigid UK Limited

at Chicago, IL
on 9-29-16
by

Kathleen M. John

Print Full Name
before this witness


Director/Authorised signatory/Attorney

Melissa DeLaRosa Witness

Print Full Name

8600 W. Bryn Mawr Ave.
800N
Chicago, IL 60631
Address

 Witness

Subscribed for and on behalf of Wells
Fargo Capital Finance (UK) Limited

at
on
by

.....
Print Full Name
before this witness

.....
Director/Authorised signatory/Attorney

.....
Print Full Name
.....
.....
.....

Witness

.....
Witness

Address

Subscribed for and on behalf of
Coveris Rigid UK Limited

at
on
by

Print Full Name
before this witness

Director/Authorised signatory/Attorney

..... Witness Witness
Print Full Name

Address

Subscribed for and on behalf of Wells
Fargo Capital Finance (UK) Limited

at LONDON
on 30 SEPTEMBER 2016
by

STEVEN JONATHAN CHAIT
Print Full Name
before this witness

Director/Authorised signatory/Attorney

NEIL JAMES KERRIDGE Witness Witness

Print Full Name
28 SPRING MEADOW
UCKFIELD, E. SUSSEX
TN22 1FB
Address