

BRPP LLC  
Form F-4/A  
February 16, 2012

As filed with the Securities and Exchange Commission on February 16, 2012

Registration No. 333-177693

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**Amendment No. 4  
to  
Form F-4  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

**Reynolds Group Holdings Limited**

**New Zealand**  
*(State or other jurisdiction of  
incorporation or organization)*

**2673**  
*(Primary Standard Industrial  
Classification Code Number)*

**Not applicable**  
*(I.R.S. Employer  
Identification Number)*

**Reynolds Group Issuer Inc.**

**Delaware**  
*(State or other jurisdiction of  
incorporation or organization)*

**2673**  
*(Primary Standard Industrial  
Classification Code Number)*

**27-1086981**  
*(I.R.S. Employer  
Identification Number)*

**Reynolds Group Issuer LLC**

**Delaware**  
*(State or other jurisdiction of  
incorporation or organization)*

**2673**  
*(Primary Standard Industrial  
Classification Code Number)*

**27-1087026**  
*(I.R.S. Employer  
Identification Number)*

**Reynolds Group Issuer (Luxembourg) S.A.**

**Luxembourg**

**2673**

**Not applicable**

*(State or other jurisdiction of  
incorporation or organization)*

*(Primary Standard Industrial  
Classification Code Number)*

*(I.R.S. Employer  
Identification Number)*

*(See table of additional registrants on following page.)*

**Reynolds Group Holdings Limited  
Level Nine  
148 Quay Street  
Auckland 1140 New Zealand  
Attention: Joseph Doyle  
+64 (9) 366-6259**

*(Address, including zip code, and telephone number, including area code, of registrants principal executive offices)*

**Reynolds Group Issuer Inc.  
c/o National Registered Agents, Inc.  
160 Greentree Drive, Suite 101,  
Dover, Delaware 19904  
(804) 281-2630**

*(Name, address, including zip code, and telephone number, including area code, of agent for service)*

*With a copy to:*

**Steven J. Slutzky, Esq.  
Debevoise & Plimpton LLP  
919 Third Avenue  
New York, New York 10022  
(212) 909-6000**

**Approximate date of commencement of proposed sale to the public:** As soon as practicable after this Registration Statement becomes effective.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, as amended, or the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

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If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer)

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

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**CALCULATION OF REGISTRATION FEE**

<b>Title of Each Class of Securities to be Registered</b>	<b>Amount to be Registered</b>	<b>Proposed Aggregate Offering Price per Note(1)</b>	<b>Amount of Registration Fee(5)</b>
7.750% Senior Secured Notes due 2016	\$1,125,000,000	\$1,125,000,000	\$128,925.00
7.750% Senior Secured Notes due 2016	450,000,000	450,000,000	\$73,043.75(2)
8.500% Senior Notes due 2018	\$1,000,000,000	\$1,000,000,000	\$114,600.00
7.125% Senior Secured Notes due 2019	\$1,500,000,000	\$1,500,000,000	\$171,900.00
9.000% Senior Notes due 2019	\$1,500,000,000	\$1,500,000,000	\$171,900.00
7.875% Senior Secured Notes due 2019	\$1,500,000,000	\$1,500,000,000	\$171,900.00
9.875% Senior Notes due 2019	\$1,000,000,000	\$1,000,000,000	\$114,600.00
6.875% Senior Secured Notes due 2021	\$1,000,000,000	\$1,000,000,000	\$114,600.00
8.250% Senior Notes due 2021	\$1,000,000,000	\$1,000,000,000	\$114,600.00
Guarantees of 7.750% Senior Secured Notes due 2016(3)	\$1,125,000,000		None(4)
Guarantees of 7.750% Senior Secured Notes due 2016(3)	450,000,000		None(4)
Guarantees of 8.500% Senior Notes due 2018(3)	\$1,000,000,000		None(4)
Guarantees of 7.125% Senior Secured Notes due 2019	\$1,500,000,000		None(4)
Guarantees of 9.000% Senior Notes due 2019	\$1,500,000,000		None(4)
Guarantees of 7.875% Senior Secured Notes due 2019	\$1,500,000,000		None(4)
Guarantees of 9.875% Senior Notes due 2019	\$1,000,000,000		None(4)
Guarantees of 6.875% Senior Secured Notes due 2021	\$1,000,000,000		None(4)
Guarantees of 8.250% Senior Notes due 2021	\$1,000,000,000		None(4)

- (1) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(f) promulgated under the Securities Act of 1933.
- (2) The amount of the registration fee was calculated based on the noon buying rate on October 28, 2011 of 1 = \$1.4164.
- (3) See the following page for a table of guarantor registrants.
- (4) Pursuant to Rule 457(n) promulgated under the Securities Act of 1933, no separate filing fee is required for the guarantors.
- (5) Previously paid.

**The Registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act or**

**until this Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.**

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## TABLE OF ADDITIONAL REGISTRANTS

<b>Exact Name of Additional Registrant as Specified in its Charter*</b>	<b>State or Other Jurisdiction of Incorporation or Organization</b>	<b>I.R.S. Employer Identification Number</b>
Whakatane Mill Australia Pty Limited	Australia	Not Applicable
SIG Austria Holding GmbH	Austria	Not Applicable
SIG Combibloc GmbH	Austria	Not Applicable
SIG Combibloc GmbH & Co KG	Austria	Not Applicable
Closure Systems International (Brazil) Sistemas de Vedação Ltda.	Brazil	Not Applicable
SIG Beverages Brasil Ltda.	Brazil	Not Applicable
SIG Combibloc do Brasil Ltda.	Brazil	Not Applicable
CSI Latin American Holdings Corporation	The British Virgin Islands	Not Applicable
Evergreen Packaging Canada Limited	Canada	Not Applicable
Pactiv Canada Inc.	Canada	Not Applicable
CSI Closure Systems Manufacturing de Centro America, Sociedad de Responsabilidad Limitada	Costa Rica	Not Applicable
Bakers Choice Products, Inc.	Delaware	54-1440852
BCP/Graham Holdings L.L.C.	Delaware	52-2076130
Blue Ridge Holding Corp.	Delaware	13-4058526
Blue Ridge Paper Products Inc.	Delaware	56-2136509
Closure Systems International Americas, Inc.	Delaware	13-4307216
Closure Systems International Holdings Inc.	Delaware	77-0710458
Closure Systems International Inc.	Delaware	25-1564055
Closure Systems International Packaging Machinery Inc.	Delaware	25-1533420
Closure Systems Mexico Holdings LLC	Delaware	74-3242904
CSI Mexico LLC	Delaware	74-3242901
CSI Sales & Technical Services Inc.	Delaware	77-0710454
Evergreen Packaging Inc.	Delaware	20-8042663
Evergreen Packaging USA Inc.	Delaware	76-0240781
Evergreen Packaging International (US) Inc.	Delaware	33-0429774
Graham Packaging Company Inc.	Delaware	52-2076126
GPC Holdings LLC	Delaware	45-2814255
Pactiv Factoring LLC	Delaware	36-4402363
Pactiv Germany Holdings, Inc.	Delaware	36-4423878
Pactiv International Holdings Inc.	Delaware	76-0531623
Pactiv LLC	Delaware	36-2552989
Pactiv Management Company LLC	Delaware	36-2552989
Pactiv Retirement Administration LLC	Delaware	32-0286913
Pactiv RSA LLC	Delaware	36-4402361
PCA West Inc.	Delaware	76-0254972
Prairie Packaging, Inc.	Delaware	36-3461752
PWP Holdings, Inc.	Delaware	74-3183918
PWP Industries, Inc.	Delaware	74-3183917
RenPac Holdings Inc.	Delaware	45-3464426

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Reynolds Consumer Products Holdings LLC	Delaware	77-0710450
Reynolds Consumer Products Inc.	Delaware	77-0710443
Reynolds Flexible Packaging Inc.	Delaware	77-0710437

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<b>Exact Name of Additional Registrant as Specified in its Charter*</b>	<b>State or Other Jurisdiction of Incorporation or Organization</b>	<b>I.R.S. Employer Identification Number</b>
Reynolds Foil Inc.	Delaware	77-0710443
Reynolds Food Packaging LLC	Delaware	20-1902916
Reynolds Group Holdings Inc.	Delaware	27-1086869
Reynolds Manufacturing, Inc.	Delaware	45-3412370
Reynolds Packaging Holdings LLC	Delaware	77-0710439
Reynolds Packaging Kama Inc.	Delaware	36-3916292
Reynolds Packaging LLC	Delaware	20-1902976
Reynolds Presto Products Inc.	Delaware	76-0170620
Reynolds Services Inc.	Delaware	27-0147082
SIG Combibloc Inc.	Delaware	56-1374534
SIG Holding USA, LLC	Delaware	22-2398517
Closure Systems International Deutschland GmbH	Germany	Not Applicable
Closure Systems International Holdings (Germany) GmbH	Germany	Not Applicable
Omni-Pac Ekco GmbH Verpackungsmittel	Germany	Not Applicable
Omni-Pac GmbH Verpackungsmittel	Germany	Not Applicable
Pactiv Deutschland Holdinggesellschaft mbH	Germany	Not Applicable
SIG Beteiligungs GmbH	Germany	Not Applicable
SIG Beverages Germany GmbH	Germany	Not Applicable
SIG Combibloc GmbH	Germany	Not Applicable
SIG Combibloc Holding GmbH	Germany	Not Applicable
SIG Combibloc Systems GmbH	Germany	Not Applicable
SIG Combibloc Zerspanungstechnik GmbH	Germany	Not Applicable
SIG Euro Holding AG & Co. KGaA	Germany	Not Applicable
SIG Information Technology GmbH	Germany	Not Applicable
SIG International Services GmbH	Germany	Not Applicable
SIG Asset Holdings Limited	Guernsey	Not Applicable
Closure Systems International (Hong Kong) Limited	Hong Kong	Not Applicable
Evergreen Packaging (Hong Kong) Limited	Hong Kong	Not Applicable
SIG Combibloc Limited	Hong Kong	Not Applicable
Closure Systems International Holdings (Hungary) Kft.	Hungary	Not Applicable
CSI Hungary Manufacturing and Trading Limited Liability Company Kft.	Hungary	Not Applicable
Closure Systems International Holdings (Japan) KK	Japan	Not Applicable
Closure Systems International Japan, Limited	Japan	Not Applicable
Southern Plastics Inc.	Louisiana	72-0631453
Beverage Packaging Holdings (Luxembourg) I S.A.	Luxembourg	Not Applicable
Beverage Packaging Holdings (Luxembourg) III S.à r.l.	Luxembourg	Not Applicable
Evergreen Packaging (Luxembourg) S.à r.l.	Luxembourg	Not Applicable
Bienes Industriales del Norte, S.A. de C.V.	Mexico	Not Applicable
CSI en Ensenada, S. de R.L. de C.V.	Mexico	Not Applicable
CSI en Saltillo, S. de R.L. de C.V.	Mexico	Not Applicable
CSI Tecniservicio, S. de R.L. de C.V.	Mexico	Not Applicable
Evergreen Packaging Mexico, S. de R.L. de C.V.	Mexico	Not Applicable



Grupo Corporativo Jaguar, S.A. de C.V.

Mexico

Not Applicable

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<b>Exact Name of Additional Registrant as Specified in its Charter*</b>	<b>State or Other Jurisdiction of Incorporation or Organization</b>	<b>I.R.S. Employer Identification Number</b>
Grupo CSI de Mexico, S. de R.L. de C.V.	Mexico	Not Applicable
Pactiv Foodservice Mexico, S. de R.L. de C.V.	Mexico	Not Applicable
Pactiv Mexico, S. de R.L. de C.V.	Mexico	Not Applicable
Reynolds Metals Company de Mexico, S. de R.L. de C.V.	Mexico	Not Applicable
Técnicos de Tapas Innovativas, S.A. de C.V.	Mexico	Not Applicable
Servicios Industriales Jaguar, S.A. de C.V.	Mexico	Not Applicable
Servicio Terrestre Jaguar, S.A. de C.V.	Mexico	Not Applicable
Ultra Pac, Inc.	Minnesota	41-1581031
Closure Systems International B.V.	The Netherlands	Not Applicable
Evergreen Packaging International B.V.	The Netherlands	Not Applicable
Reynolds Consumer Products International B.V.	The Netherlands	Not Applicable
Reynolds Packaging International B.V.	The Netherlands	Not Applicable
Newspring Industrial Corp.	New Jersey	22-3256117
Whakatane Mill Limited	New Zealand	Not Applicable
BRPP, LLC	North Carolina	56-2206100
Dopaco, Inc.	Pennsylvania	23-2106485
SIG allCap AG	Switzerland	Not Applicable
SIG Combibloc Group AG	Switzerland	Not Applicable
SIG Combibloc Procurement AG	Switzerland	Not Applicable
SIG Combibloc (Schweiz) AG	Switzerland	Not Applicable
SIG Reinag AG	Switzerland	Not Applicable
SIG Schweizerische Industrie-Gesellschaft AG	Switzerland	Not Applicable
SIG Technology AG	Switzerland	Not Applicable
SIG Combibloc Ltd.	Thailand	Not Applicable
Closure Systems International (UK) Limited	United Kingdom	Not Applicable
IVEX Holdings, Ltd.	United Kingdom	Not Applicable
J. & W. Baldwin (Holdings) Limited	United Kingdom	Not Applicable
Kama Europe Limited	United Kingdom	Not Applicable
Omni-Pac U.K. Limited	United Kingdom	Not Applicable
Reynolds Consumer Products (UK) Limited	United Kingdom	Not Applicable
Reynolds Subco (UK) Limited	United Kingdom	Not Applicable
SIG Combibloc Limited	United Kingdom	Not Applicable
SIG Holdings (UK) Limited	United Kingdom	Not Applicable
The Baldwin Group Limited	United Kingdom	Not Applicable

\* The address and telephone number for each of the additional registrants is c/o Reynolds Group Holdings Limited Level Nine, 148 Quay Street, Auckland 1140 New Zealand, Attention: Joseph Doyle, telephone: +64 (9) 366-6259. The name and address, including zip code, of the agent for service for each additional registrant is Reynolds Group Issuer Inc. c/o National Registered Agents, Inc., 160 Greentree Drive, Suite 101, Dover, Delaware 19904, telephone: (804) 281-2630.

**EXPLANATORY NOTE**

This Amendment No. 4 is being filed solely for the purpose of amending the exhibit index and filing an additional exhibit to the Registration Statement (Commission File No. 333-177693). No changes or additions are being made hereby to the Prospectus constituting Part I of the Registration Statement (not included herein) or to Items 20 or 22 of Part II of the Registration Statement.

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## PART II

### INFORMATION NOT REQUIRED IN PROSPECTUS

#### ITEM 20. INDEMNIFICATION OF DIRECTORS AND OFFICERS

##### Delaware Registrants

*(a) Each of Bakers Choice Products, Inc., Blue Ridge Holding Corp., Blue Ridge Paper Products Inc., Closure Systems International Inc., Closure Systems International Americas, Inc., Closure Systems International Holdings Inc., CSI Sales & Technical Services Inc., Evergreen Packaging Inc., Evergreen Packaging International (US) Inc., Evergreen Packaging USA Inc., Graham Packaging Company Inc., Pactiv Germany Holdings, Inc., Pactiv International Holdings Inc., PCA West Inc., Prairie Packaging, Inc., PWP Holdings, Inc., PWP Industries, Inc., Reynolds Consumer Products Inc., Reynolds Flexible Packaging Inc., Reynolds Group Holdings Inc., Reynolds Group Issuer Inc., Reynolds Manufacturing, Inc., RenPac Holdings Inc., Reynolds Packaging Kama Inc., Reynolds Presto Products Inc., Closure Systems International Packaging Machinery Inc., Reynolds Services Inc. and SIG Combibloc Inc. is incorporated under the laws of the state of Delaware.*

Section 102(b)(7) of the General Corporation Law of the State of Delaware, or the DGCL, permits a Delaware corporation to include a provision in its certificate of incorporation eliminating or limiting the personal liability of directors to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. This provision, however, may not eliminate or limit a director's liability (1) for breach of the director's duty of loyalty to the corporation or its stockholders, (2) for acts or omissions not in good faith or involving intentional misconduct or a knowing violation of law, (3) under Section 174 of the DGCL, or (4) for any transaction from which the director derived an improper personal benefit. The certificate of incorporation of each of Bakers Choice Products, Inc., Blue Ridge Holding Corp., Blue Ridge Paper Products Inc., Closure Systems International Inc., Closure Systems International Americas, Inc., Closure Systems International Holdings Inc., CSI Sales & Technical Services Inc., Evergreen Packaging Inc., Evergreen Packaging USA Inc., Prairie Packaging, Inc., PWP Holdings, Inc., PWP Industries, Inc., Reynolds Consumer Products, Inc., Reynolds Flexible Packaging Inc., Reynolds Group Holdings Inc., Reynolds Group Issuer Inc., Reynolds Manufacturing, Inc., RenPac Holdings Inc., Reynolds Packaging Kama Inc., Reynolds Presto Products Inc., Reynolds Services Inc. and SIG Combibloc Inc. contains such a provision. The certificate of incorporation of each of Evergreen Packaging International (US) Inc., Pactiv Germany Holdings, Inc., Pactiv International Holdings Inc., PCA West Inc. and Closure Systems International Packaging Machinery Inc. does not contain such a provision.

Section 145(a) of the DGCL provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful.

Section 145(b) of the DGCL provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the

corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no

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indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Delaware Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Delaware Court of Chancery or such other court shall deem proper.

The certificate of incorporation and bylaws of each of Blue Ridge Holding Corp. and Blue Ridge Paper Products Inc. provide that to the extent not prohibited by law, the corporation shall indemnify any person who is or was made, or threatened to be made, a party to any action, suit or proceeding by reason of the fact that such person is or was a director or officer of the corporation, or, at the request of the corporation, is or was serving as a director or officer of another corporation or in a capacity with comparable authority and responsibilities for another enterprise, against judgments, fines, penalties, excise taxes, amounts paid in settlement and costs, charges and expenses (including attorneys' fees, disbursements and other charges). The certificate of incorporation of each of PWP Holdings, Inc., PWP Industries, Inc. and Prairie Packaging, Inc. provide that the corporation shall indemnify, in accordance with and to the fullest extent now or hereafter permitted by the DGCL, any person who is or was a party, or is or was threatened to be made a party, to any action, suit or proceeding by reason of the fact that he or she is or was a director or officer of the corporation against any liability or expense actually and reasonably incurred by such person in respect thereof; provided, however, that the corporation is not required to indemnify a director or officer of the corporation in connection with an action, suit or proceeding initiated by such person, unless such action, suit or proceeding was authorized by the board of directors of the corporation. The certificate of incorporation of Reynolds Packaging Kama Inc. provides that the corporation shall, to the extent not prohibited by law, indemnify any person who is or was made, or threatened to be made, a party to any action, suit or proceeding by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving in any capacity at the request of the corporation for another enterprise, against judgments, fines, penalties, excise taxes, amounts paid in settlement and costs, charges and expenses (including attorneys' fees and disbursements).

The bylaws of each of Bakers Choice Products, Inc., Closure Systems International Inc., Closure Systems International Americas, Inc., Closure Systems International Holdings Inc., CSI Sales & Technical Services Inc., Evergreen Packaging Inc., Evergreen Packaging International (US) Inc., Evergreen Packaging USA Inc., Graham Packaging Company Inc., Pactiv Corporation, Pactiv Germany Holdings, Inc., Pactiv International Holdings Inc., PCA West Inc., Prairie Packaging, Inc., PWP Holdings, Inc., PWP Industries, Inc., Reynolds Consumer Products, Inc., Reynolds Consumer Products Holdings Inc., Reynolds Flexible Packaging Inc., Reynolds Foil Inc., Reynolds Group Holdings Inc., Reynolds Group Issuer Inc., Reynolds Manufacturing, Inc., RenPac Holdings Inc., Reynolds Packaging Inc., Reynolds Packaging Kama Inc., Closure Systems International Packaging Machinery Inc., Reynolds Services Inc., SIG Holding USA, Inc. and SIG Combibloc Inc. provide that the corporation shall indemnify, to the full extent permitted by the DGCL and other applicable law, any person who was or is a party or is threatened to be made a party to any action, suit or proceeding by reason of the fact that (i) such person is or was serving or has agreed to serve as a director or officer of the corporation, (ii) such person, while serving as a director or officer of the corporation, is or was serving or has agreed to serve at the request of the corporation as a director, officer, employee, manager, or agent of another enterprise, or (iii) such person is or was serving or has agreed to serve at the request of the corporation as a director, officer or manager of another enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person or on behalf of such person in a proceeding (including any appeal therefrom) other than a proceeding by or in the right of the corporation, or against expenses (including attorneys' fees) actually and reasonably incurred by such person or on behalf of such person in connection with the defense or settlement of a proceeding by or in the right of the corporation and any appeal therefrom. The bylaws of each of Bakers Choice Products, Inc., Closure Systems International Inc., Closure Systems International Americas, Inc., Closure Systems International Holdings Inc., CSI Sales & Technical Services Inc., Evergreen Packaging Inc., Evergreen Packaging International (US) Inc., Evergreen Packaging USA Inc., Graham Packaging Company Inc., Pactiv Corporation, Pactiv Germany Holdings, Inc., Pactiv International Holdings Inc.,

PCA West Inc., Prairie Packaging, Inc., PWP Holdings, Inc., PWP Industries, Inc., Reynolds Consumer Products, Inc., Reynolds

Consumer Products Holdings Inc., Reynolds Flexible Packaging Inc., Reynolds Foil Inc., Reynolds Group Holdings Inc., Reynolds Group Issuer Inc., Reynolds Manufacturing, Inc., RenPac Holdings Inc., Reynolds Packaging Inc., Reynolds Packaging Kama Inc., Closure Systems International Packaging Machinery Inc., Reynolds Services Inc., SIG Holding USA, Inc. and SIG Combibloc Inc. do not, however, require the corporation to indemnify a present or former director or officer in respect of a proceeding (or part thereof) initiated by such person, unless such proceeding (or part thereof) has been authorized by the board of directors or the indemnification requested is in respect of expenses incurred in connection with establishing such person's right of indemnification.

Section 145(c) of the DGCL provides that to the extent that a present or former director or officer of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b) of Section 145 of the DGCL, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

The certificate of incorporation and bylaws of each of Blue Ridge Holding Corp. and Blue Ridge Paper Products Inc. provide that any person entitled to indemnification or advancement of expenses under the provisions thereof shall also be indemnified for any expenses incurred in connection with successfully establishing his or her right to such indemnification or advancement of expenses, in whole or in part, in any such proceeding. The certificate of incorporation of Reynolds Packaging Kama Inc. provides that any person entitled to indemnification or advancement of expenses under the certificate of incorporation shall also be indemnified for any expenses incurred in connection with successfully establishing his or her right to such indemnification or advancement of expenses, in whole or in part, in any such proceeding.

The bylaws of each of Bakers Choice Products, Inc., Closure Systems International Inc., Closure Systems International Americas, Inc., Closure Systems International Holdings Inc., CSI Sales & Technical Services Inc., Evergreen Packaging Inc., Evergreen Packaging International (US) Inc., Evergreen Packaging USA Inc., Graham Packaging Company Inc., Pactiv Corporation, Pactiv Germany Holdings, Inc., Pactiv International Holdings Inc., PCA West Inc., Prairie Packaging, Inc., PWP Holdings, Inc., PWP Industries, Inc., Reynolds Consumer Products, Inc., Reynolds Consumer Products Holdings Inc., Reynolds Flexible Packaging Inc., Reynolds Foil Inc., Reynolds Group Holdings Inc., Reynolds Group Issuer Inc., Reynolds Manufacturing, Inc., RenPac Holdings Inc., Reynolds Packaging Inc., Reynolds Packaging Kama Inc., Closure Systems International Packaging Machinery Inc., Reynolds Services Inc., SIG Holding USA, Inc. and SIG Combibloc Inc. provide that to the extent that a present or former director or officer of the corporation has been successful on the merits or otherwise in defense of any proceeding referred to in its bylaws or in defense of any claim, issue or matter therein, such person shall be indemnified by the corporation for expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 145(e) of the DGCL permits a Delaware corporation to advance litigation expenses, including attorneys' fees, incurred by present and former directors and officers prior to the final disposition of the relevant proceedings. The advancement of expenses to a present director or officer is conditioned upon receipt of an undertaking by or on behalf of such director or officer to repay the advancement if it is ultimately determined that such director or officer is not entitled to be indemnified by the corporation. Advancement to former officers and directors may be conditioned upon such terms and conditions, if any, as the corporation may deem appropriate.

The certificate of incorporation and bylaws of each of Blue Ridge Holding Corp. and Blue Ridge Paper Products Inc. and the certificate of incorporation of Reynolds Packaging Kama Inc. provide that the corporation shall advance to any director or officer entitled to indemnification the funds necessary for the payment of expenses (including attorneys' fees and disbursements) incurred in connection with any proceeding in advance of the final disposition of such proceeding, provided, however, that, if required by the DGCL, such expenses incurred by or on behalf of any



director or officer may only be paid by the corporation in advance of the final disposition of a proceeding upon receipt by the corporation of an undertaking to repay any such amount so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified for such expenses.

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The bylaws of each of Bakers Choice Products, Inc., Closure Systems International Inc., Closure Systems International Americas, Inc., Closure Systems International Holdings Inc., CSI Sales & Technical Services Inc., Evergreen Packaging Inc., Evergreen Packaging International (US) Inc., Evergreen Packaging USA Inc., Graham Packaging Company Inc., Pactiv Germany Holdings, Inc., Pactiv International Holdings Inc., PCA West Inc., Prairie Packaging, Inc., PWP Holdings, Inc., PWP Industries, Inc., Reynolds Consumer Products Inc., Reynolds Flexible Packaging Inc., Reynolds Foil Inc., Reynolds Group Holdings Inc., Reynolds Group Issuer Inc., Reynolds Manufacturing, Inc., RenPac Holdings Inc., Reynolds Packaging Kama Inc., Closure Systems International Packaging Machinery Inc., Reynolds Presto Products Inc., Reynolds Services Inc. and SIG Combibloc Inc. provide that the corporation shall advance all expenses (including attorneys' fees) incurred by a present or former director or officer in defending any proceeding prior to the final disposition of such proceeding upon the written request of such person and delivery of an undertaking by such person to repay such amount if it is ultimately determined that the director or officer is not entitled to be indemnified by the corporation for such expenses.

Section 145(g) of the DGCL specifically allows a Delaware corporation to purchase liability insurance on behalf of its directors and officers and to insure against potential liability of such directors and officers regardless of whether the corporation would have the power to indemnify such directors and officers under Section 145 of the DGCL.

*(b) Each of Reynolds Group Issuer LLC, Closure Systems Mexico Holdings LLC, CSI Mexico LLC, Reynolds Packaging LLC, Reynolds Food Packaging LLC, Pactiv Factoring LLC, Pactiv RSA LLC, Pactiv Retirement Administration LLC, Pactiv Management Company LLC, Pactiv LLC, Reynolds Consumer Products Holdings LLC, Reynolds Packaging Holdings LLC, SIG Holding USA, LLC, GPC/Graham Holdings L.L.C. and GPC Holdings LLC is organized as a limited liability company under the laws of the state of Delaware.*

Section 18-108 of the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.) (the Delaware LLC Act ) provides that, subject to such standards and restrictions, if any, as are set forth in its limited liability company agreement, a limited liability company may, and shall have the power, to indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever. In accordance with Section 18-108 of the Delaware LLC Act, Section 6.3 of the Amended and Restated Limited Liability Company Agreement of CSI Mexico LLC, dated as of February 29, 2008 (the CSI Mexico LLC Agreement ), Section 6.3 of the Amended and Restated Limited Liability Company Agreement of Closure Systems Mexico Holdings LLC, dated as of February 29, 2008 (the CSI Mexico Holdings LLC Agreement ), Section 6.3 of the Amended and Restated Limited Liability Company Agreement of Reynolds Packaging LLC, dated as of February 29, 2008 (the Reynolds Packaging LLC Agreement ), and Section 6.3 of the Amended and Restated Limited Liability Company Agreement of Reynolds Food Packaging LLC, dated as of February 29, 2008 (the Reynolds Food LLC Agreement ), each provides that, to the fullest extent permitted by applicable law, the members and any of their or the limited liability company's directors, officers, employees, shareholders, agents or representatives (each, a Covered Person ) shall be entitled to indemnification from the limited liability company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the limited liability company, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under Section 6.3 of each of the CSI Mexico LLC Agreement, the CSI Mexico Holdings LLC Agreement, the Reynolds Packaging LLC Agreement and the Reynolds Food LLC Agreement must be provided out of and to the extent of the limited liability company's assets only, and no Covered Person shall have any personal liability on account thereof. Similarly, Section 19 of the Limited Liability Company Agreement of Reynolds Group Issuer LLC, dated as of October 8, 2009 (the Reynolds Group LLC Agreement ), provides that, to the full extent permitted by applicable law, each officer of the limited liability company (each, a Reynolds Group Covered Person ) shall be entitled to indemnification from the limited liability company for any loss, damage or claim incurred by such Reynolds Group Covered Person by reason of any act or omission performed or

omitted by such Reynolds Group Covered Person in good faith on behalf of the limited liability company and in a manner reasonably believed to be within the scope of the authority conferred on such Reynolds Group Covered Person

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by the limited liability company agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Reynolds Group Covered Person by reason of gross negligence or willful misconduct with respect to such acts or omissions. Likewise, Section 18 of the Amended and Restated Limited Liability Company Agreement of Pactiv Factoring LLC, dated November 16, 2010 (the Pactiv Factoring LLC Agreement), Section 18 of the Amended and Restated Limited Liability Company Agreement of Pactiv RSA LLC, dated November 16, 2010 (the Pactiv RSA LLC Agreement), Section 18 of the Amended and Restated Limited Liability Company Agreement of Pactiv Retirement Administration LLC, dated November 16, 2010 (the Pactiv Retirement LLC Agreement), Section 18 of the Limited Liability Company Agreement of Pactiv LLC, dated December 31, 2011 (the Pactiv LLC Agreement), Section 18 of the Limited Liability Company Agreement of Reynolds Consumer Products Holdings LLC, dated December 31, 2011 (the Reynolds Consumer Products Holdings LLC Agreement), Section 18 of the Limited Liability Company Agreement of Reynolds Packaging Holdings LLC, dated December 31, 2011 (the Reynolds Packaging Holdings LLC Agreement), Section 18 of the Limited Liability Company Agreement of SIG Holding USA, LLC, dated December 31, 2011 (the SIG Holding USA, LLC Agreement), Section 18 of the Limited Liability Company Agreement of GPC Holdings LLC, dated July 13, 2011 (the GPC Holdings LLC Agreement) and Section 18 of the Limited Liability Company Agreement of Pactiv Management LLC, dated November 16, 2010 (the Pactiv Management LLC Agreement), each provides that, to the full extent permitted by applicable law, the sole member, each director and each officer (each, a Section 18 Covered Person) shall be entitled to indemnification from the limited liability company for any loss, damage or claim incurred by such Section 18 Covered Person by reason of any act or omission performed or omitted by such Section 18 Covered Person in good faith on behalf of the limited liability company and in a manner reasonably believed to be within the scope of the authority conferred on such Section 18 Covered Person by the limited liability company agreement, except that no Section 18 Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Section 18 Covered Person by reason of gross negligence or willful misconduct with respect to such acts or omissions.

Section 18-406 of the Delaware LLC Act provides that a member, manager or liquidating trustee of a limited liability company shall be fully protected in relying in good faith upon the records of the limited liability company and upon information, opinions, reports or statements presented by another manager, member or liquidating trustee, an officer or employee of the limited liability company, or committees of the limited liability company, members or managers, or by any other person as to matters the member, manager or liquidating trustees reasonably believes are within such other person's professional or expert competence, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the limited liability company, or the value and amount of assets or reserves or contracts, agreements or other undertakings that would be sufficient to pay claims and obligations of the limited liability company or to make reasonable provision to pay such claims and obligations, or any other facts pertinent to the existence and amount of assets from which distributions to members or creditors might properly be paid. Consistent therewith, Section 6.2(b) of each of the CSI Mexico LLC Agreement, the CSI Mexico Holdings LLC Agreement, the Reynolds Packaging LLC Agreement and the Reynolds Food LLC Agreement provides that a Covered Person shall be fully protected in relying in good faith upon the records of the limited liability company and upon such information, opinions, reports or statements presented to the limited liability company by any person or entity as to matters the Covered Person reasonably believes are within such person's or entity's professional or expert competence.

Section 18-1101(d) of the Delaware LLC Act provides that unless otherwise provided in a limited liability company agreement, a member or manager or other person shall not be liable to a limited liability company or to another member or manager or to another person that is a party to or is otherwise bound by a limited liability company agreement for breach of fiduciary duty for the member's or manager's or other person's good faith reliance on the provisions of the limited liability company agreement. Likewise, Section 6.2(a) of each of the CSI Mexico LLC Agreement, the CSI Mexico Holdings LLC Agreement, the Reynolds Packaging LLC Agreement and the Reynolds Food LLC Agreement provides that to the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the limited liability company, a Covered Person acting under the

limited liability company agreement shall not

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be liable to the limited liability company for such Covered Person's good faith reliance on the provisions of the limited liability company agreement.

Section 18-1101(e) of the Delaware LLC Act permits a limited liability company agreement to limit or eliminate any and all liabilities for breach of contract and breach of duties (including fiduciary duties) of a member, manager or other person to a limited liability company or to another member or manager or to another person that is a party to or is otherwise bound by a limited liability company agreement. However, under Section 18-1101(e) of the Delaware LLC Act, a limited liability company agreement may not limit or eliminate liability for any act or omission that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing. In connection therewith, Section 6.1(b) of each of the CSI Mexico LLC Agreement, the CSI Mexico Holdings LLC Agreement, the Reynolds Packaging LLC Agreement and the Reynolds Food LLC Agreement provides that no Covered Person shall be liable to the limited liability company for any loss, liability, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the limited liability company, except that a Covered Person shall be liable for any loss, liability, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct. Section 6.2(a) of each of the CSI Mexico LLC Agreement, the CSI Mexico Holdings LLC Agreement, the Reynolds Packaging LLC Agreement and the Reynolds Food LLC Agreement further provides that the provisions of such limited liability company agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the parties thereto to replace such other duties and liabilities of such Covered Person. In addition, Section 6.2(a) of each of the CSI Mexico LLC Agreement, the CSI Mexico Holdings LLC Agreement, the Reynolds Packaging LLC Agreement and the Reynolds Food LLC Agreement provides that whenever in the limited liability company agreement a Covered Person is permitted or required to make decisions in good faith, the Covered Person shall act under such standard and shall not be subject to any other or different standard imposed by the limited liability company agreement or any relevant provisions of law or in equity or otherwise. Furthermore, Section 19 of the Reynolds Group LLC Agreement provides that no Reynolds Group Covered Person shall be liable to the limited liability company, the sole member, any other person or entity who or that has an interest in the limited liability company or any other Reynolds Group Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Reynolds Group Covered Person in good faith on behalf of the limited liability company and in a manner reasonably believed to be within the scope of the authority conferred on such Reynolds Group Covered Person by the limited liability company agreement, except that a Reynolds Group Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Reynolds Group Covered Person's gross negligence or willful misconduct. Finally, Section 18 of each of the Pactiv Factoring LLC Agreement, the Pactiv RSA LLC Agreement, the Pactiv Retirement LLC Agreement, the Pactiv Management LLC Agreement, the Pactiv LLC Agreement, the Reynolds Consumer Products Holdings LLC Agreement, the Reynolds Packaging Holdings LLC Agreement and the SIG Holding USA, LLC Agreement provides that no Section 18 Covered Person shall be liable to the limited liability company, the sole member, any other person or entity who or that has an interest in the limited liability company or any other Pactiv LLC Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Section 18 Covered Person in good faith on behalf of the limited liability company and in a manner reasonably believed to be within the scope of the authority conferred on such Section 18 Covered Person by the limited liability company agreement, except that a Section 18 Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Section 18 Covered Person's gross negligence or willful misconduct. Likewise, Section 18 of the GPC Holdings LLC Agreement provides that no Covered Person shall be liable to the limited liability company, the sole member, any other person or entity who or that has an interest in the limited liability company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the limited liability company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the limited liability company agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.



In addition, Section 6.4 of each of the CSI Mexico LLC Agreement, the CSI Mexico Holdings LLC Agreement, the Reynolds Packaging LLC Agreement and the Reynolds Food LLC Agreement provides that to the extent permitted by applicable law, expenses (including reasonable attorneys' fees, disbursements, fines and amounts paid in settlement) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding relating to or arising out of the performance of his or her duties on behalf of the limited liability company may, from time to time and at the discretion of the board of directors of the limited liability company, be advanced by the limited liability company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the limited liability company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall ultimately be determined that the Covered Person is not entitled to be indemnified as authorized in Section 6.3 of such limited liability company agreement.

The Limited Liability Company Agreement of BCP/Graham Holdings L.L.C., dated as of December 12, 1997, is silent as to indemnification.

## **Louisiana Registrant**

### ***Statutory Provisions***

The Louisiana Business Corporation Law (La. R.S. § 12:1 et seq.) (the "LBCL") provides for both mandatory and discretionary indemnification of officers and directors. The discretionary rights are set forth in Section 83(A) of the LBCL, which provides as follows:

A corporation may indemnify any person who was or is a party or is threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, including any action by or in the right of the corporation, by reason of the fact that he is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another business, foreign or nonprofit corporation, partnership, joint venture, or other enterprise against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

La. R.S. § 12:83(A)(1). The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was lawful. La. R.S. § 12:83(A)(3).

With respect to actions by or in the name of the corporation, the power of the corporation to indemnify is more limited. First, the indemnity shall be limited to expenses, including attorneys' fees and amounts paid in settlement not exceeding the board of directors' estimate of the expense of litigating the matter to conclusion. La. R.S. § 12:83(A)(2). Further, a person is not entitled to indemnity if he is found to be liable for willful or intentional misconduct in the performance of his duty, unless, in view of all the circumstances of the case, he is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 83(B) of the LBCL sets forth the mandatory indemnification rights of officers or directors in certain situations. It provides that a corporation shall indemnify any director, officer, employee or agent who has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding to which such person was a party because of his position with the corporation, or because he served at the request of the corporation as a director,



officer, employee or agent of another business, foreign or nonprofit corporation, partnership, joint venture or otherwise. La. R.S. § 12:83(B). Also, under Section 83(D) of the LBCL, payment of expenses in advance of final disposition of an action can be authorized by the board without regard to whether participating board members are parties to the action, upon receipt by the subject of the advance of an undertaking to repay the advance to the corporation if it is ultimately determined that he is not entitled to otherwise be indemnified under Section 83.

The provisions of the LBCL regarding indemnification are not exclusive. In addition to indemnification and advancement of expenses under the statute, Section 83(E) permits indemnification or advancement of expenses under any bylaw, agreement, authorization of shareholders or directors, regardless of whether directors authorizing such indemnification are beneficiaries thereof, or otherwise. La. R.S. § 12:83(E). There is only one specific limitation on such provisions: no such measure shall permit indemnification of any person for the results of such person's willful or intentional misconduct. Id. Section 83(F) of the LBCL also expressly empowers corporations to procure directors and officers liability insurance, commonly known as D & O insurance. La. R.S. § 12:83(F).

### ***Bylaws***

The issue of indemnification of officers and directors is addressed in Article VI of the Bylaws of Southern Plastics Inc. (the Company). Section 1 provides that every person who is or was a director, officer or employee of the Company or of any other company which such person serves or served at the request of the Company shall, if not prohibited by law, be indemnified by the Company against reasonable expense and any liability paid or incurred by such person in connection with or resulting from any claim in which such person is involved by reason of such person's service to the Company. Section 3 mirrors Section 83(B) of the LBCL by providing for the reimbursement of any person who has been wholly successful, on the merits or otherwise, with respect to any claim. If a person is not wholly successful, Section 4 provides for a reimbursement for his reasonable expense and for any liability if a Referee (defined as independent counsel or other disinterested person selected by the directors) finds that such person acted in good faith, and with respect to any criminal matter, had no reasonable cause to believe the conduct of such person was unlawful. Section 6 provides that the rights set forth in Article VI are in addition to any other rights to which any eligible person may be otherwise entitled by contract or as a matter of law.

### **Minnesota Registrant**

Ultra Pac, Inc. ( Ultra ) is incorporated under the laws of the State of Minnesota. Minnesota Statutes Section 302A.521 provides that a corporation shall indemnify any person made or threatened to be made a party to a proceeding by reason of the former or present official capacity of such person against judgments, penalties, fines (including, without limitation excise taxes assessed against such person with respect to any employee benefit plan), settlements and reasonable expenses, including attorneys' fees and disbursements, incurred by such person in connection with the proceeding, if, with respect to the acts or omissions of such person complained of in the proceeding, such person (1) has not been indemnified therefor by another organization or employee benefit plan; (2) acted in good faith; (3) received no improper personal benefit and Section 302A.255 (with respect to director conflicts of interest), if applicable, has been satisfied; (4) in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful; and (5) reasonably believed that the conduct was in the best interests of the corporation in the case of acts or omissions in such person's official capacity for the corporation or reasonably believed that the conduct was not opposed to the best interests of the corporation in the case of acts or omissions in such person's official capacity for other organizations.

Article 7 of Ultra's Restated Articles of Incorporation provides that a director shall not be personally liable to it or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability:

for any breach of the director's duty of loyalty to Ultra or its shareholders;

or acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;

under Sections 302A.559 (liability for illegal distributions) and 80A.23 (civil liabilities) of the Minnesota Statutes;

for any transactions from which the director derived any improper personal benefit; or

for any act or omission occurring prior to the date when Article 7 of Ultra's articles became effective.

## **New Jersey Registrant**

### ***Indemnification of Officers and Directors***

#### *New Jersey Business Corporation Act*

Newspring Industrial Corp. ( Newspring ) is incorporated under the laws of the State of New Jersey. The New Jersey Business Corporation Act, as amended (the NJBCA ), provides that a New Jersey corporation has the power generally to indemnify its directors, officers, employees and other agents ( corporate agents ) against expenses and liabilities in connection with any proceeding involving such person by reason of his or her being or having been a corporate agent, other than a proceeding by or in the right of the corporation, if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal proceeding, such person had no reasonable cause to believe his or her conduct was unlawful.

In the case of an action brought by or in the right of the corporation, the corporation also has the power to indemnify its corporate agents against expenses in connection with any proceeding involving such person by reason of his or her being or having been a corporate agent, if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; however, no indemnification is permitted in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation, unless and only to the extent that the New Jersey Superior Court, or the court in which such proceeding was brought, shall determine upon application that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to such indemnification.

Expenses incurred by a corporate agent in connection with a proceeding may, under certain circumstances, be paid by the corporation in advance of the final disposition of the proceeding as authorized by the board of directors.

The power to indemnify and advance expenses under the NJBCA does not exclude other rights to which a corporate agent may be entitled to under a certificate of incorporation, bylaw, agreement, vote of shareholders, or otherwise, provided that no indemnification is permitted to be made to or on behalf of such person if a judgment or other final adjudication adverse to such person establishes that his or her acts or omissions were in breach of his or her duty of loyalty to the corporation or its shareholders, were not in good faith or involved a violation of the law, or resulted in the receipt by such person of an improper personal benefit.

Under the NJBCA, a New Jersey corporation has the power to purchase and maintain insurance on behalf of any corporate agent against any expenses incurred in any proceeding and any liabilities asserted against him or her by reason of his or her being or having been a corporate agent, whether or not the corporation has the power to indemnify him or her against such expenses and liabilities under the NJBCA.

All of the foregoing powers of indemnification granted to a New Jersey corporation may be exercised by such corporation notwithstanding the absence of any provision in its certificate of incorporation or bylaws authorizing the exercise of such powers. However, a New Jersey corporation may, with certain limitations, provide in its certificate of incorporation that a director or officer shall not be personally liable, or shall be liable only to the extent therein provided, to the corporation or its shareholders for damages for breach of a duty owed to the corporation or its shareholders.

Reference is made to Sections 14A:3-5 and 14A:2-7(3) of the NJBCA in connection with the above summary of indemnification, insurance and limitation of liability in the State of New Jersey.

*Newspring Industrial Corp. Organization Documents*

Newspring's Restated Certificate of Incorporation provides that to the fullest extent permitted by the NJBCA, no Newspring director or officer shall be personally liable to Newspring or its shareholders for damages for breach of any duty owed to Newspring or its shareholders, as a director or officer, except that a director or officer shall not be relieved from liability for any breach of duty based upon an act or omission:

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(a) in breach of such person's duty of loyalty to Newspring or its shareholders; (b) not in good faith or which involve a knowing violation of law; or (c) resulting in receipt by such person of an improper benefit.

Article VII of Newspring's Amended and Restated By-Laws provides that:

Every person who is or was a director, officer, employee or agent of the Corporation shall be indemnified by the Corporation to the fullest extent allowed by law, including the indemnification permitted by N.J.S. 14A:3-5(8) and any successor statute, against all liabilities and expenses imposed upon or incurred by that person in connection with any pending, threatened or completed civil, criminal, administrative or arbitral action, suit or proceeding (Proceeding) in which that person may be made, or threatened to be made, a party, or in which that person may become involved by reason of that person being or having been a director, officer, employee or agent of the Corporation or of serving or having served as a director, officer, employee or agent with any other enterprise at the request of the Corporation, whether or not that person is a director, officer, employee or agent or continues to serve the other enterprise at the time the liabilities or expenses are imposed or incurred. During the pendency of a Proceeding, the Corporation shall advance expenses from time to time as they are incurred, to any such present or former director, officer, employee or agent subject to the receipt by the Corporation of an undertaking of such person as required by law. Notwithstanding the foregoing, except as otherwise provided by law, the Corporation shall be required to indemnify a director, officer, employee or agent in connection with a Proceeding (or part thereof) commenced by such person only if the commencement of such Proceeding (or part thereof) by such person was authorized by the board of directors.

#### **North Carolina Registrant**

BRPP, LLC is organized under the laws of the state of North Carolina. Section 57C-3-31 of the North Carolina Limited Liability Company Act (57C NCGS 1-01, et. seq.) (the NC LLC Act) provides that unless otherwise provided in the articles of organization or a written operating agreement, a North Carolina limited liability company: (1) must indemnify every manager, director and executive in respect of payments made and personal liabilities reasonably incurred by the manager, director and executive in the authorized conduct of its business or for the preservation of its business or property; and (2) shall indemnify a member, manager, director or executive who is wholly successful, on the merits or otherwise, in the defense or any proceeding to which the person was a party because the person is or was a member, manager, director or executive of the limited liability company against reasonable expenses incurred by the person in connection with the proceeding.

Section 57C-3-32(a) of the NC LLC Act provides that subject to limitations set forth in Section 57C-3-32(b) discussed below, the articles of organization or a written operating agreement may: (1) eliminate or limit the personal liability of a manager, director or executive for monetary damages for breach of any duty provided for in NCGS 57C-3-22 (other than liability under NCGS 57C-4-07); and (2) provide for indemnification of a manager, member, director or executive for judgments, settlements, penalties, fines or expenses incurred in a proceeding to which the member, manager, director or executive is a party because the person is or was a manager, member, director or executive.

Section 57C-3-32(b) limits the indemnification that may be provided by a limited liability company, in that it may not eliminate or indemnify against: (1) acts or omissions that the manager, director or executive knew at the time of the acts or omissions were clearly in conflict with the interests of the limited liability company; (2) any transaction from which the manager, director or executive derived an improper personal benefit; or (3) acts or omissions occurring prior to the date the provision became effective, provided that indemnification pursuant to Section 57C-3-32(a) may be provided if approved by all of the members.

In accordance with Section 57C-3-32 of the NC LLC Act, Article VI, Section 6.1 of the Operating Agreement of BRPP, LLC dated as of July 11, 2000 (the BRPP Operating Agreement) provides that BRPP, LLC shall indemnify its

managers and members to the fullest extent permitted or required by the NC LLC Act, as the same may be amended from time to time, and BRPP, LLC may advance expenses incurred by its manager or member upon the approval of the manager and the receipt by BRPP, LLC of an undertaking by such manager or member to reimburse BRPP, LLC unless it is ultimately determined that such member or

manager is entitled to be indemnified by BRPP, LLC against such expenses. BRPP, LLC is also authorized to indemnify its employees and other representatives or agents to the fullest extent permitted under the NC LLC Act or other applicable law, provided that the indemnification is first approved by the members owning a majority in interest. A majority in interest is defined as a combination of members who, in the aggregate, own more than fifty percent (50%) of the membership interests of BRPP, LLC.

Section 6.2 of the BRPP Operating Agreement goes on to provide that the indemnification provided under the BRPP Operating Agreement shall: (1) be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any statute, agreement, vote of members or disinterested managers, or otherwise, both as to action in official capacities and as to action in another capacity while holding such office; (2) continue as to a person who ceases to be a manager or member; (3) inure to the benefit of the estate, heirs, executors, administrators or other successors of an indemnitee; and (4) not be deemed to create any rights for the benefit of any other person or entity.

### **Pennsylvania Registrant**

Section 1741 of the Pennsylvania Business Corporation Law of 1988, as amended (the BCL ), provides that, unless otherwise restricted in its bylaws, a corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), by reason of the fact that such person is or was a representative of the corporation, or is or was serving at the request of the corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with the action or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful.

Section 1742 of the BCL provides that, unless otherwise restricted in its bylaws, a corporation shall have the power to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a representative of the corporation or is or was serving at the request of the corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of the action if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the corporation.

Section 1743 of the BCL provides that, to the extent that a representative of a corporation has been successful on the merits or otherwise in defense of any action or proceeding referred to in Section 1741 or Section 1742 or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred in connection therewith.

Section 6.01 of Dopaco, Inc.'s bylaws provides that it shall indemnify, to the full extent permitted by the BCL and other applicable law, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that (x) such person is or was serving or has agreed to serve as a director or officer of the corporation, or (y) such person, while serving as a director or officer of the corporation, is or was serving or has agreed to serve at the request of the corporation as a director, officer, employee, manager or agent of another corporation, partnership, joint venture, trust or other enterprise or (z) such person is or was serving or has agreed to serve at the request of the corporation as a director, officer or manager of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted by such person in such capacity, and who satisfies the applicable



standard of conduct set forth in the BCL or other applicable law (i) in a proceeding other than a proceeding by or in the right of the corporation, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person or on such person's behalf in connection with such

proceeding and any appeal therefrom, or (ii) in a proceeding by or in the right of the corporation to procure a judgment in its favor, against expenses (including attorneys' fees) actually and reasonably incurred by such person or on such person's behalf in connection with the defense or settlement of such proceeding and any appeal therefrom. Section 6.01 further provides that, to the extent that a present or former director or officer of a corporation has been successful on the merits or otherwise in defense of any proceeding referred to in the previous sentence, or in defense of any claim, issue or matter therein, such person shall be indemnified by the corporation against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

## **Australia Registrant**

### ***Prohibition on exemption from liability***

Section 199A(1) of the Corporations Act 2001 (Cth) (Corporations Act) provides that a company, or a related body corporate, must not exempt a person (whether directly or through an interposed entity) from a liability to the company incurred as an officer or auditor of the company. The term "officer" is broadly defined in section 9 of the Corporations Act and includes (among others) a director, secretary or other person who makes or participates in making decisions that affect the whole or a substantial part of the business of the corporation.

There are no exceptions to the prohibition on exemption from liability contained in section 199A(1). Pursuant to section 199C(2) of the Corporations Act, anything that purports to exempt a person from such liability is void.

### ***Prohibition on indemnification (other than for legal costs)***

Section 199A(2) of the Corporations Act provides that a company or a related body corporate must not indemnify a person (whether by agreement or by making a payment and whether directly or through an interposed entity) against any of the following liabilities incurred as an officer or auditor of the company:

a liability owed to the company or a related body corporate;

a liability for a pecuniary penalty order or a compensation order (made under the sections 1317G or 1317H and 1317HA of the Corporations Act respectively); and

a liability that is owed to someone other than the company or a related body corporate and did not arise out of conduct in good faith.

### ***Prohibition on indemnification for legal costs***

Section 199A(3) of the Corporations Act specifies circumstances where an indemnity for legal costs is prohibited. This section specifies that a company or related body corporate must not indemnify a person (whether by agreement or by making a payment and whether directly or through an interposed entity) against legal costs incurred in defending an action for a liability incurred as an officer or auditor of the company, if the costs are incurred:

in defending or resisting proceedings in which the person is found to have a liability for which they could not be indemnified pursuant to section 199A(2);

in defending or resisting criminal proceedings in which the person is found guilty;

in defending or resisting proceedings brought by the Australian Securities and Investments Commission (ASIC) or a liquidator for a court order if the grounds for making the order are found by the court to have been

established; or

in connection with proceedings for relief to the person under the Corporations Act in which a court denies the relief.

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***Prohibition on payment of insurance premiums***

Section 199B of the Corporations Act provides that a company or a related body corporate must not pay, or agree to pay, a premium for a contract insuring a person who is, or has been, an officer or auditor of the company against a liability (other than one for legal costs) arising out of:

conduct involving a willful breach of duty in relation to the company; or

a contravention of section 182 or 183 of the Corporations Act (which provisions prohibit an officer of a company from making improper use of information or improper use of position).

Pursuant to section 199C(2) of the Corporations Act, anything that purports to indemnify or insure a person against a liability, or exempt them from a liability, is void to the extent that it contravenes section 199A or 199B.

***Constitution of Whakatane Mill Australia Pty Limited ( WMAPL )***

Clause 21.1(a) of the constitution of WMAPL provides that, to the extent permitted by the Corporations Act and subject to the Corporations Act, WMAPL will indemnify each officer, director and secretary or any person who has been an officer, director or secretary of WMAPL out of the assets of WMAPL against any liability, loss, damage, cost or expense incurred or to be incurred by the officer, director or secretary in or arising out of the proper performance of the officer s, director s or secretary s duties (including, among other things, in defending any proceedings).

Clause 21.1(b) of the constitution of WMAPL clarifies that the indemnity provision in clause 21(a) is not intended to apply in relation to any liability in respect of which WMAPL must not give an indemnity and should be read down accordingly (if necessary). If an indemnity is provided that does not comply with the requirements of the Corporations Act or the Company s constitution, it will be void.

Clause 21.3 of the constitution of WMAPL also provides that to the extent permitted by the Corporations Act and subject to the Corporations Act, WMAPL may pay any premium in respect of a contract of insurance for an officer, director or secretary or any person who has been an officer, director or secretary of WMAPL in respect of the liability suffered or incurred in or arising out of the conduct of any activity of WMAPL and the proper performance by the officer, director or secretary of any duty.

**Canada Registrant**

Each of Evergreen Packaging Canada Limited and Pactiv Canada Inc. is incorporated under the laws of the Province of Ontario, specifically the Business Corporation Act (Ontario) (the OBCA ).

Under the OBCA, a corporation may indemnify its current or former directors or officers or another individual who acts or acted at that corporation s request as a director or officer, or an individual acting in a similar capacity, of another entity, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative or other proceeding in which the individual is involved because of his or her association with the corporation or other entity. The OBCA also provides that a corporation may advance moneys to such individual for costs, charges and expenses reasonably incurred in connection with such a proceeding.

However, under the OBCA, a corporation shall not indemnify such individual, and any moneys previously advanced to such individual must be repaid, unless the individual:

1. acted honestly and in good faith with a view to the best interests of the corporation, or, as the case may be, to the best interests of the other entity for which the individual acted as director or officer or in a similar capacity at the corporation's request; and

2. in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the individual had reasonable grounds for believing that his or her conduct was lawful.

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Notwithstanding the above, the OBCA provides that such individual is entitled to indemnity from the corporation if he or she was not judged by the court or other competent authority to have committed any fault or omitted to do anything that the individual ought to have done and the individual meets the criteria outlined in 1 and 2 above.

The OBCA also provides that the corporation may purchase and maintain insurance for the benefit of such individual against any liability incurred by the individual in the individual's capacity as a director or officer of the corporation or in the individual's capacity as a director or officer or similar capacity of another entity, if the individual acts or acted in that capacity at the corporation's request.

Subject to the OBCA, the by-laws of each of Evergreen Packaging Canada Limited and Pactiv Canada Inc. require those corporations to indemnify a director or an officer, a former director or officer, or another individual who acts or acted at that corporation's request as a director or officer, or an individual acting in a similar capacity, of another entity, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal or administrative, investigative or other proceeding in which the individual is involved because of that association with the corporation, or other entity.

The by-laws of Evergreen Packaging Canada Limited: (a) note that no individual may be indemnified, unless the individual (i) acted honestly and in good faith with a view to the best interests of the corporation, or, as the case may be, to the best interests of the other entity for which the individual acted as director or officer or in a similar capacity at the applicable corporation's request; and (ii) in the case of a criminal or administrative action or proceeding that is enforced by monetary penalty, the individual had reasonable grounds for believing that the individual's conduct was lawful; (b) require the corporation to advance moneys to an individual who qualifies for indemnification provided that if the indemnified individual does not meet requirements (i) and (ii) outlined above, the indemnified individual shall repay the moneys; (c) require the corporation to indemnify the individual in such other circumstances as the CBCA or other applicable law permits or requires; and (d) authorize the corporation to purchase and maintain insurance for the benefit of such individual, as the board may from time to time determine.

The by-laws of Pactiv Canada Inc.: (a) note that no individual may be indemnified, unless the individual (i) acted honestly and in good faith with a view to the best interests of the applicable corporation, or, as the case may be, to the best interests of the other entity for which the individual acted as director or officer or in a similar capacity at the applicable corporation's request; and (ii) in the case of a criminal or administrative action or proceeding that is enforced by monetary penalty, the individual had reasonable grounds for believing that the individual's conduct was lawful; (b) require the corporation to indemnify the individual in such other circumstances as the OBCA or other applicable law permits or requires; and (c) authorize those corporations to purchase insurance for the benefit of an above-mentioned individual, against any such liability.

### **British Virgin Islands Registrant**

The BVI Business Companies Act, 2004 (the Act) provides, inter alia, that subject to section 132 (2) and its memorandum and articles, a company may indemnify against all expenses, including legal fees, and against all judgments, fines and amounts paid in settlement and reasonably incurred in connection with legal, administrative or investigative proceedings, any person who is or was a party or is threatened to be made a party to any threatened, pending or completed proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that the person is or was a director of the company or who is or was at the request of the company, serving as a director of, or in any other capacity is or was acting for, another body corporate or a partnership, joint venture, trust or other enterprise.

Under the Memorandum and Articles of Association of CSI Latin American Holdings Corporation, indemnification is only possible where the person acted honestly and in good faith with a view to the best interests of the company, and

in the case of criminal proceedings, the person has no reasonable cause to believe that the conduct was unlawful.

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## Japan Registrants

Article 330 of the Companies Act (Law No. 86 of 2005, as amended) (the Companies Act ) stipulates that the relationship between a company and its directors, statutory auditors, executives and accounting auditor ( Officer(s) ) is subject to the provisions of Section 10, Chapter 2, Book III of the Civil Code (Law No. 89 of 1896, as amended) which effectively requires that:

(i) Closure Systems International Japan, Limited (CSIJ) and Closure Systems International Holdings K.K.(CSIH) (collectively, Japanese Subsidiaries , each of them, a Japanese Subsidiary ) shall indemnify Officers of the respective Japanese Subsidiary for the necessary expenses incurred in performing their duties ( Expenses ) in advance upon the request from such Officer;

(ii) A Japanese Subsidiary shall reimburse Officers of the Japanese Subsidiaries for Expenses incurred and interest arising from those expenses from the day the costs were incurred;

(iii) A Japanese Subsidiary shall perform any obligation incurred by its Officers necessary for the administration of the Japanese Subsidiary (if the obligation is not yet due, the Japanese Subsidiary shall provide adequate security to the Officers); and

(iv) A Japanese Subsidiary shall indemnify an Officer of the Japanese Subsidiary for damages suffered by the Officer without any fault of the respective Officer in the course of the performance of their duty.

Under Article 388 of the Companies Act, a Japanese Subsidiary shall satisfy the claims of a statutory auditor, referred in (i) through (iii) above, unless the Japanese Subsidiary establishes that the relevant expense or obligation was not necessary for the performance of the statutory auditor's duty.

Under Article 424 of the Companies Act, a Japanese Subsidiary may exempt an Officer from liability arising from the negligence of the Officer under Article 423 of the Companies Act (the Liability ) with the consent of all shareholders of the Japanese Subsidiary.

Under Article 425 of the Companies Act, a Japanese Subsidiary may exempt an Officer from a certain part of Liability by the Japanese Subsidiary's shareholder's resolution if such Liability is not a result of the willful misconduct or gross negligence of the Officer.

Under Article 426 of the Companies Act, a company may exempt an Officer from a certain part of Liability by the resolution of the board of directors of the company (in the case the company does not have a board of directors, a majority of directors) if such Liability is not a result of the willful misconduct or gross negligence of the Officer. This is restricted to where the articles of incorporation of the company contain a provision which permits such limitation. However, the articles of incorporation of both Japanese Subsidiaries do not contain such a provision; thus, this exemption does not apply to Officers of the Japanese Subsidiaries at this stage.

Under Article 427 of the Companies Act, a company may enter into a contract with an outside director, outside statutory auditor or an accounting auditor ( Outside Officer ) pursuant to which the company shall exempt the Outside Officer from a certain part of Liability if (i) such Liability is not a result of the willful misconduct or gross negligence of the Outside Officer and (ii) the articles of incorporation of the company have a provision which permits such a contract. However, the articles of incorporation of CSIH do not contain such a provision, and although the articles of incorporation of CSIJ do contain such a provision, there are no outside directors or outside statutory auditors in CSIJ; thus, this exemption does not apply to Officers of the Japanese Subsidiaries at this stage.



**New Zealand Registrants**

Section 162 of the Companies Act 1993 (NZ) provides that a company may provide insurance and indemnities for certain liabilities of directors or employees of a company or a related company if specifically

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authorized by the constitution of that company. More specifically, a company may, if expressly authorized by its constitution, indemnify a director or employee of the company or a related company:

for costs incurred in a proceeding relating to the director's or employee's actions or omissions in which judgment is given in his or her favour, or in which he or she is acquitted, or which is discontinued; or

in respect of liability to any person other than the company or a related company for an act or omission in his or her capacity as a director or employee or for costs incurred in defending or settling a claim or proceeding relating to such liability (whether or not the defence is successful), provided that such liability is not criminal liability, or, in the case of a director, liability for breach of the duty to act in good faith and in the best interests of the company or related company, or in relation to an employee, for breach of any fiduciary duty owed to the company or a related company.

A company may, if authorized by the constitution and board of directors of that company, effect insurance in respect of liability for any act or omission of a director or employee, or costs incurred in defending or settling a claim or proceeding relating to such liability, provided that such liability is not criminal liability. Insurance may also be effected in relation to costs incurred in defending a criminal claim that has been brought against the director or employee in relation to an act or omission in his or her capacity as director or employee, where he or she is acquitted.

The constitution of each of Reynolds Group Holdings Limited ( RGHL ) and Whakatane Mill Limited ( WML ) provides that every director of the company shall be indemnified, and that the company may indemnify any employee, director or related company in respect of any liability or costs referred to in sections 162(3) and 162(4) of the Companies Act 1993 (NZ). The constitution of each of RGHL and WML also provides that the company may arrange insurance for a director or employee of the company, or for a related company.

If an indemnity is provided or any insurance effected for any director or employee of a company or related company, the particulars of such indemnity or insurance must be entered into the interests register of the company providing the indemnity or effecting the insurance.

An indemnity provided that does not comply with the requirements of the Companies Act 1993 (NZ) or the relevant company's constitution is void.

In addition, the directors who vote in favour of the provision of insurance must sign a certificate stating that, in their opinion, the cost of the insurance is fair to the company.

### **Germany Registrants**

*(a) SIG Euro Holding AG & Co. KGaA is organized as partnership limited by shares (Kommanditgesellschaft auf Aktien) under the laws of Federal Republic of Germany.*

Under German law, the members of the supervisory board (*Aufsichtsrat*) as well as the members of the board of directors (*Verwaltungsrat*) of the general partner (*Komplementär*) of SIG Euro Holding AG & Co. KGaA may be entitled to indemnity for payments made by them due to liability to third parties, provided that the respective supervisory board member or the respective board member of the board of directors of the general partner of SIG Euro Holding AG & Co. KGaA has not breached any of his duties owed to the company. Third parties may contractually commit to indemnify the supervisory board members as well as the members of the board of directors of the general partner of SIG Euro Holding AG & Co. KGaA in advance. However, such prior commitment to indemnification is subject to the general limitations of contract law according to which indemnification for willful (*vorsätzliche*) breaches of duty is void. Whether prior arrangements providing for indemnification in case of gross negligence are

valid and legally enforceable is disputed. The members of the supervisory board and the members of the board of directors of the general partner of SIG Euro Holding AG & Co. KGaA have each been provided with an indemnification letter from Rank Group Limited, providing for indemnification in connection with the RGHL Transaction under certain circumstances.

Under German corporation law, SIG Euro Holding AG & Co. KGaA may only waive or settle a damage claim against its supervisory board members or the members of the board of directors of its general partner three years after the claim has arisen, provided that the general meeting consents thereto and no shareholders whose aggregate holdings amount to at least one-tenth of the share capital record an objection in the minutes. The foregoing time limit does not apply if the person liable for damages is insolvent and enters into an agreement with his creditors to avoid the commencement of insolvency proceedings or if the liability is dealt with in an insolvency plan.

All Director and Officer insurance is subject to the mandatory restrictions imposed by German law.

*(b) Each of Closure Systems International Holdings (Germany) GmbH, Closure Systems International Deutschland GmbH, SIG Beverages Germany GmbH, SIG Combibloc Holding GmbH, SIG Combibloc Systems GmbH, SIG Combibloc GmbH, SIG Combibloc Zerspanungstechnik GmbH, SIG Information Technology GmbH, SIG International Services GmbH, SIG Beteiligungs GmbH, Pactiv Deutschland Holdinggesellschaft mbH, Omni-Pac GmbH Verpackungsmittel and Omni-Pac Ekco GmbH Verpackungsmittel is organized as limited liability company (Gesellschaft mit beschränkter Haftung) under the laws of Federal Republic of Germany (together the German Entities).*

Under German law, the managing director (*Geschäftsführer*) of a (German) limited liability company may be entitled to indemnity for payments made due to liability to third parties, provided that the managing director has not breached any of his duties owed to the company. A limited liability company (or a third party) may contractually commit to indemnify its managing directors in advance. However, such prior commitment to indemnification is subject to the general limitations of contract law according to which indemnification for willful (*vorsätzliche*) breaches of duty is void. Whether prior arrangements providing for indemnification in case of gross negligence are valid and legally enforceable is disputed.

It is generally in the discretion of the shareholders of a German limited liability company to waive the company's claims against its managing directors based on their breaches of duties. The company's claims against a managing director based on the breach of his duty to comply with capital maintenance or capital increase requirements or to file for insolvency without undue delay (Sections 64, 43, 30, 33, 9b of the German Limited Liability Company Act) cannot be waived by the shareholders, provided that the compensation of damages is required to discharge liabilities owed to the company's creditors.

All Director and Officer insurance is subject to the mandatory restrictions imposed by German law.

### **Mexico Registrants**

Each of Grupo CSI de México, S. de R.L. de C.V., CSI en Ensenada, S. de R.L. de C.V., CSI en Saltillo, S. de R.L. de C.V., CSI Tecniservicio, S. de R.L. de C.V., Bienes Industriales del Norte, S.A. de C.V., Técnicos de Tapas Innovativas, S.A. de C.V., Evergreen Packaging México, S. de R.L. de C.V., Reynolds Metals Company de México, S. de R.L. de C.V., Pactiv Foodservice Mexico, S. de R.L. de C.V., Grupo Corporativo Jaguar, S.A. de C.V., Servicios Industriales Jaguar, S.A. de C.V., Servicio Terrestre Jaguar, S.A. de C.V. and Pactiv México, S. de R.L. de C.V., is incorporated in Mexico under the General Law of Commercial Companies ( *Ley General de Sociedades Mercantiles* ) (the *GLCC* ). The GLCC is mute on commercial companies providing indemnification to their directors, officers or agents. Likewise, the charter/by-laws of such Mexican entities contain no provision on indemnification to their directors, officers or agents. However, resolutions adopted in 2009 and/or 2010 and/or 2011 by the shareholders of each of such Mexican companies approved that the company shall indemnify the attorneys-in-fact named therein against any liability, loss, costs, charges or expenses arising from the exercise of the powers of attorney granted to them under such resolutions, which powers of attorney pertain, inter alia, to the transactions subject matter of this Registration Statement.

**Switzerland Registrants**

Neither Swiss statutory law nor any of the articles of association or organizational regulations of each of SIG Combibloc Group AG, SIG Technology AG, SIG allCap AG, SIG Combibloc (Schweiz) AG, SIG

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Schweizerische Industrie-Gesellschaft AG, SIG Combibloc Procurement AG and SIG Reinag AG contain any specific provision regarding the indemnification of directors and officers.

According to Swiss law, a corporation, under certain circumstances, may, or may be required to indemnify its directors and officers against losses and expenses incurred by them in the execution of their duties, unless the losses and expenses arise from the directors' or officers' negligence or willful misconduct.

## **United Kingdom Registrants**

### ***The Companies Act 2006 (the Act)***

The Act provides that any provision that purports to exempt a director of a company (to any extent) from liability for negligence, default, breach of duty or breach of trust in relation to the company is void (section 232(1)).

Furthermore, the Act provides that any provision by which a company directly or indirectly provides an indemnity (to any extent) for a director of the company or of an associated company (as defined in section 256 of the Act, an Associated Company) for such liability is also void save as expressly provided by the Act (section 232(2)).

The Act expressly permits indemnification of a director where (a) the company or an Associated Company purchases insurance against any such liability for a director of the company or of an Associated Company (section 233 of the Act); (b) the indemnity is a qualifying third party indemnity provision as defined in section 234 of the Act; or (c) the indemnity is a qualifying pension scheme indemnity provision as defined in section 235 of the Act.

A qualifying third party indemnity provision may cover liability incurred by a director to any person other than the company or an Associated Company. Such provision, however, may not provide indemnity against (a) a fine imposed in criminal proceedings; (b) a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising); (c) any liability incurred by the director in defending criminal proceedings in which he is convicted; (d) the defence costs of civil proceedings successfully brought against the director by the company or an Associated Company; or (e) the costs of unsuccessful application by the director for relief under section 661(3) or (4) of the Act (power of the court to grant relief in case of acquisition of shares by innocent nominee) or section 1157 of the Act (power of the court to grant relief in case of honest and reasonable conduct).

A qualifying pension scheme indemnity provision is a provision indemnifying a director of a company that is a trustee of an occupational pension scheme against liability incurred in connection with the company's activities as trustee of the scheme. Such provision may not provide indemnity against (a) a fine imposed in criminal proceedings; (b) a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising); or (c) any liability incurred by the director in defending criminal proceedings in which he is convicted.

### ***Articles of Association***

#### ***Reynolds Subco (UK) Limited***

The Articles of Association of Reynolds Subco (UK) Limited provide that the directors of the company may make payments towards policies of insurance (including insurance against negligence or breach of duty to the company by such person further described in this paragraph) for the benefit of or in respect of any person who is or was at any time director or officer of the company or of any company which is a subsidiary of the company, or is allied to or associated with the company or with any such subsidiary (and for the benefit of the wives, husbands, widows,

widowers, families and dependents of any such person) (Article 77(c) of the Articles of Association of Reynolds Subco (UK) Limited).

In addition, the Articles of Association of Reynolds Subco (UK) Limited provide that, subject to the provisions of the Act, every director or other officer of the company or person acting as an alternate director shall be entitled to be indemnified out of the assets of the company against all costs, charges, expenses, losses

or liabilities which he may sustain or incur in or about the execution of his duties to the company or otherwise in relation thereto (Article 106 of the Articles of Association of Reynolds Subco (UK) Limited).

*Closure Systems International (UK) Limited ( CSI UK ) and Reynolds Consumer Products (UK) Limited ( RCP UK )*

The Articles of Association of CSI UK and RCP UK respectively provide that the directors of the company may purchase and maintain for any director or officer of the company or any director of an Associated Company, insurance against any liability incurred by him in connection with any negligence, default, breach of duty or breach of trust by him in relation to the company or otherwise in connection with his duties, powers or office (Article 12.1(a) of the Articles of Association of each of CSI UK and RCP UK).

In addition, the Articles of Association of each of CSI UK and RCP UK provide that every director and officer of the company shall be indemnified out of the assets of the company against any loss or liability incurred by him in defending any proceedings in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from any liability incurred by him in connection with any negligence, default, breach of duty or breach of trust by him in relation to the company or otherwise in connection with his duties, powers or office (Article 12.1(b) of the Articles of Association of each of CSI UK and RCP UK).

*SIG Combibloc Limited*

The Articles of Association of SIG Combibloc Limited provide that, subject to the provisions of the Act, every director or other officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company (Regulation 118 Companies Act 1985 Table A).

*SIG Holdings (UK) Limited*

The Articles of Association of SIG Holdings (UK) Limited provide that, subject to the provisions of the Act, every director or other officer of the company shall be indemnified out of the assets of the company against losses and liabilities which he incurs otherwise than as a result of his own negligence or default, in connection with the performance of his duties as such and against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or where the proceedings are withdrawn or settled on terms which do not include a finding or admission of a material breach of duty by him or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company (Regulation 118 Companies Act 1985 Table A as amended by Article 28 of the Articles of Association of SIG Holdings (UK) Limited).

In addition, the Articles of Association of SIG Holdings (UK) Limited provide that, subject to the provisions of the Act and with the approval of the parent company of SIG Holdings (UK) Limited, the directors may purchase and maintain insurance at the expense of the company for the benefit of the directors or other officers against liability which attaches to them or loss or expenditure which they incur in relation to anything done or omitted or alleged to have been done or omitted as directors or officers (Article 28 of the Articles of Association of SIG Holdings (UK) Limited).

*Kama Europe Limited ( Kama ) and Ivex Holdings, Ltd. ( Ivex )*



The Articles of Association of Kama and Ivex respectively provide that, subject to the provisions of the Act, every director and officer of the company shall be indemnified out of the assets of the company against all losses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with

any application in which relief is granted to him by the court, and no director or officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the company in the execution of his office or in relation thereto. This Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act (Article 13(a) of the Articles of Association of each of Kama and Ivex).

In addition, the directors of each of Kama and Ivex shall have the power to purchase and maintain for any director or officer of the company insurance against any such liability as is referred to in Section 310(1) of the Act (Article 13(b) of the Articles of Association of each of Kama and Ivex).

*The Baldwin Group Limited ( BGL ), Omni-Pac U.K. Limited ( Omni ) and J. & W. Baldwin (Holdings) Limited ( BHL )*

The Articles of Association of BGL, Omni and BHL respectively provide that, as provided below, a director of the company or an associated company may be indemnified out of the company's assets against (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company, (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006), and/or (c) any other liability incurred by that director as an officer of the company or an associated company. This article does not authorize any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law. In this article, (x) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and (y) a relevant director means any director or former director of the company or an associated company. (Article 52 of the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229)).

In addition, the Articles of Association of BGL, Omni and BHL respectively provide that the directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss. In this article, (a) a relevant director means any director or former director of the company or an associated company, (b) a relevant loss means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate. (Article 53 of the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229)).

In addition, the Articles of Association of BGL, Omni and BHL respectively provide that an alternate director may be indemnified by the Company to the same extent as his appointor. (Article 11.5 of the Articles of Association of each of BGL, Omni and BHL).

### **Netherlands Registrants**

Closures Systems International B.V., Reynolds Consumer Products International B.V., Evergreen Packaging International B.V. and Reynolds Packaging International B.V. are each incorporated under the laws of The Netherlands. Under Dutch law the following applies with respect to the liability of members of the managing board and possible indemnification by Closures Systems International B.V., Reynolds Consumer Products International B.V., Evergreen Packaging International B.V. and Reynolds Packaging International B.V.

As a general rule, members of the managing board are not liable for obligations incurred by or on behalf of the company. Under certain circumstances, however, members of the managing board may be liable to the company for damages in the event of improper or negligent performance of their duties. They may be jointly and severally liable

for damages to the company and to third parties for infringement of the articles of association or of certain provisions of the Dutch Civil Code. In certain circumstances, members of the managing board may also incur additional specific civil and criminal liabilities.

With respect to their liability with respect to the company the following applies. As a general rule, each director of the managing board must properly perform the duties assigned to him or her. Failure of a director in his duties does not automatically lead to liability. Liability is only incurred in case of severe reproach. The liability of directors towards the company can be waived by a discharge (*décharge*). Discharge is generally granted by the general meeting of shareholders. Such discharge in principle only releases directors from liability for actions which have been disclosed at or to the general meeting of shareholders or which appear from the annual accounts. A discharge does not affect the liability of the directors towards third parties or their liability to any trustee in bankruptcy.

With respect to directors' liability with respect to third parties, there are various statutory grounds pursuant to which a director of the managing board may be held liable, such as specific liability in bankruptcy, liability for tax debts, social security contributions and contributions to mandatory pension funds, liability based on tort, liability for misrepresentation in annual accounts and personal liability of directors under Dutch criminal law (including economic offenses).

### **Luxembourg Registrants**

Beverage Packaging Holdings (Luxembourg) I S.A. and Reynolds Group Issuer (Luxembourg) S.A. are both public limited liability companies (*sociétés anonymes*) incorporated under the laws of the Grand Duchy of Luxembourg. Beverage Packaging Holdings (Luxembourg) III S.à r.l. and Evergreen Packaging (Luxembourg) S.à r.l. are private limited liability companies (*sociétés à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg.

Beverage Packaging Holdings (Luxembourg) I S.A. has a two-tier structure composed of a management board (*directoire*) and of a supervisory board (*conseil de surveillance*) whereas Reynolds Group Issuer (Luxembourg) S.A. has a one-tier structure composed of a board of directors.

Articles 59 § 1, 60bis-10 § 1 and 60bis-16 § 1 of the Luxembourg law on commercial companies dated August 10, 1915, as amended (the Corporate Law ) provides that a director, a management board member and a supervisory board member of a public limited liability company are personally and individually liable towards the company for wrongful acts committed by each of them personally in the course of their management or supervision, when applicable, of the company's affairs. Pursuant to articles 59 § 2, 60bis-10 § 2 and 60bis-16 § 2 of the Corporate Law, third parties (e.g., creditors, insolvency receiver) also have the right to act against directors, management board members and supervisory board members who have acted wrongfully if the fault of the director, management board member and/or the supervisory board member consists in a breach of the Corporate Law (e.g., failure to convene the annual general meeting of shareholders, to publish the annual accounts, etc.) or in a breach of the articles of association of the company (e.g., by undertaking an action not permitted by the corporate purpose of the company). These provisions also apply to managers of private limited liability companies.

Further, an action for liability may also lie against one or several directors/management board members/supervisory board members/managers by the company or third parties on the basis of the rules of general civil liability (articles 1382 and 1383 of the Luxembourg civil code).

In certain cases, acts which imply civil liability may also be the basis of the criminal offences, such as forgery or breach of trust, as provided for by the Luxembourg criminal code. Finally, the Corporate Law provides for specific criminal offences applicable to company directors/management board members/supervisory board members/managers.

The liability of directors/management board members/supervisory board members of public limited liability companies and managers of private limited liability companies is generally considered to be a matter of public policy

( *ordre public* ) irrespective of whether such liability is engaged towards the company or towards third parties. It is likely that Luxembourg courts would not admit exclusion on directors /management board members /supervisory board members /managers liability by contract or through the company s constitutional documents.

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Luxembourg law does not contain any specific provision regarding the indemnification of directors/management board members/supervisory board members/managers and officers. Nothing prohibits the directors/management board members/supervisory board members/managers of the company from entering into an insurance contract covering the liability directors/management board members/supervisory board members/managers may incur in their capacity as such. The company can also validly agree to indemnify its directors/management board members/supervisory board members/managers against the consequences of liability actions brought by third parties, to the extent that such indemnification agreement does not cover willful acts or gross negligence.

The articles of incorporation of Beverage Packaging Holdings (Luxembourg) I S.A. contain the following indemnification provision for its directors and officers:

The Company may indemnify any member of the Board of Management or officer and his heirs, executors and administrators, against expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a member of the Board of Management or officer of the Company or, at his request, of any other corporation of which the Company is a shareholder or creditor and from which he is not entitled to be indemnified, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Company is advised by counsel that the person to be indemnified did not commit such a breach of duty. The foregoing right of indemnification shall not exclude other rights to which he may be entitled.

The articles of association of Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) III S.à r.l. and Evergreen Packaging (Luxembourg) S.à r.l. are silent as to the issue of indemnification of their directors/managers and officers.

### **Guernsey Registrant**

SIG Asset Holdings Limited (the Guernsey Company ) is a non-cellular company limited by shares incorporated and registered under the laws of the Island of Guernsey.

### ***The Companies (Guernsey) Law, 2008, as amended (the Law )***

The Law states that any provision in a company s memorandum, articles, in any contract or otherwise that purports to exempt a director of a company (to any extent) from any liability that would otherwise attach to him in connection with any negligence, default, breach of duty or breach of trust in relation to that company is void (section 157(1)).

Furthermore, the Law provides that any provision by which a company directly or indirectly provides an indemnity (to any extent) for a director of the company, or an associated company, against any liability attaching to him in connection with any negligence, default, breach of duty or breach of trust in relation to the company of which he is a director shall be void (section 157(2)), save as expressly permitted by the Law.

The Law expressly permits indemnification against liability incurred by a director to a person other than the company or an associated company (a third party indemnity provision). Such provision however may not provide any indemnity against:

1. any liability of the director to pay:
  - a. a fine imposed in criminal proceedings;

b. a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising), or

2. any liability incurred by the director:

a. in defending criminal proceedings in which he is convicted,

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b. in defending civil proceedings brought by the company, or an associated company, in which judgment is given against him, or

c. in connection with an application for relief from liability for officers under section 522 of the Law in which the Court refuses to grant him relief.

In addition, the Law allows a company to purchase and maintain insurance against any liability in connection with any negligence, default, breach of duty or breach of trust for a director of the company or an associated company.

***Articles of Incorporation of the Guernsey Company (the Articles )***

Article 25 of the Articles provides that without prejudice to Article 37 the directors of the Guernsey Company have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers or employees of the Guernsey Company, or of any other company which is its holding company or in which the Guernsey Company or such holding company or any of the predecessors of the Guernsey Company or of such holding company has any interest whether direct or indirect or which is in any way allied to or associated with the Guernsey Company, or of any subsidiary undertaking of the Guernsey Company or of any such other company, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or the exercise or purported exercise of their powers and/or otherwise in relation to or in connection with their duties, powers or offices in relation to the Guernsey Company or any other such company or subsidiary undertaking.

Article 37 of the Articles provides that the directors, secretary and other officers or servants or agents for the time being of the Guernsey Company are to be indemnified out of the assets of the Guernsey Company from and against all actions, costs, charges, losses, damages and expenses in respect of which they may lawfully be indemnified which they or any of them shall or may incur or sustain by reason of any contract entered into or any act done, concurred in, or omitted, in or about the execution of their duty or supposed duty or in relation thereto, except such (if any) as they shall incur or sustain by or through their own willful act, negligence or default respectively. This Article also provides that none of them will be answerable for the acts, receipts, negligence or defaults of the other or others of them, or for joining in any receipt for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Guernsey Company shall or may be lodged or deposited for safe custody, or for any bankers, brokers, or other persons into whose hands any money or assets of the Guernsey Company may come, or for any defect of title of the Guernsey Company to any property purchased, or for the insufficiency or deficiency or defect of title of the Guernsey Company, to any security upon which any moneys of the Guernsey Company shall be invested, or for any loss or damage occasioned by an error of judgment or oversight on their part, or for any other loss, damage or misfortune whatsoever which happens in the execution of their respective offices or in relation thereto, except if the same shall happen by or through their own willful act, negligence or default respectively.

**Hong Kong Registrants**

Each of Closure Systems International (Hong Kong) Limited, SIG Combibloc Limited and Evergreen Packaging (Hong Kong) Limited is incorporated under the laws of Hong Kong.

Section 165 of the Companies Ordinance of Hong Kong, Cap 32 (the CO ) declares void any provision in the articles of a company or in any contract with the company with the purpose of exempting any officer of the company (including a director) from, or indemnifying him against, any liability to the company or a related company that, by virtue of any rule of law, would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust. A company may, however, indemnify any officer of the company against any liability incurred by him in defending any civil or criminal proceedings in which judgment is given in his favour, in which he is acquitted or in



connection with a successful application for relief under section 358 of the CO .

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Section 165 of the CO further provides that a company may however purchase and maintain for any officer:

(a) insurance against any liability to the company or any other party in respect of negligence, default, breach of duty or breach of trust (save for fraud) of which he may be guilty in relation to the company or a related company; and

(b) insurance against any liability incurred by him in defending any proceedings, whether civil or criminal, taken against him for any negligence, default, breach of duty or breach of trust (including fraud) of which he may be guilty in relation to the company or a related company.

In accordance with the CO, the Articles of Association of Closure Systems International (Hong Kong) Limited, SIG Combibloc Limited and Evergreen Packaging (Hong Kong) Limited provide that each of the companies may:

(a) indemnify any officer of the company against (and, in the case of SIG Combibloc Limited, that each officer of the company shall be indemnified out of the assets of the company against) any liability incurred by him in relation to the company or a related company in defending any civil or criminal proceedings in which judgment is given in his favour, in which he is acquitted or in connection with any successful application under section 358 of the CO;

(b) purchase and maintain for any officer of the company insurance against liability to the company, a related company or any other party in respect of any negligence, default, breach of duty or breach of trust (but not fraud) of which he may be guilty in relation to the company or a related company; and

(c) purchase and maintain for any officer of the company insurance against liability incurred by him in defending any civil or criminal proceedings taken against him for any negligence, default, breach of duty or breach of trust (including fraud) of which he may be guilty in relation to the company or a related company.

In addition, the Articles of Association of Closure Systems International (Hong Kong) Limited and Evergreen Packaging (Hong Kong) Limited provide that, subject to section 165 of the CO, if any director and/or other person shall become personally liable for the payment of any sum primarily due from the company, the directors may execute or cause to be executed any mortgage, charge, or security over or affecting the whole or any part of the assets of the company by way of indemnity to secure the director and/or person so becoming liable as aforesaid from any loss in respect of such liability.

### **Brazil Registrants**

Closure Systems International (Brazil) Sistemas de Vedação Ltda. ( CSI Brazil ), SIG Combibloc do Brasil Ltda. ( SIG Combibloc ) and SIG Beverages Brasil Ltda. ( SIG Beverages ) are incorporated as limited liability companies under the laws of Brazil.

### ***Organizational Documents***

The articles of association and other organizational documents of CSI Brazil, SIG Combibloc and SIG Beverages do not include any provision in the sense that the managers or attorneys of each company are insured or indemnified in any manner against liability which any of them may incur in his/her capacity as such.

There are, however, quotaholders' resolutions of CSI Brazil, SIG Combibloc and SIG Beverages, whereby their quotaholders: (i) Closure Systems International B.V. and Closure Systems International Holdings, Inc.; (ii) SIG Austria Holding GmbH and SIG Combibloc S.A.; and (iii) SIG Euro Holding AG & Co. KGaA and SIG Beverages Germany GmbH, respectively, ordered specific managers of the companies ( Managers ), as



well as any attorneys-in-fact duly appointed by these Managers for such purpose ( Attorneys ) to execute certain documents in connection with the transactions described below:

a) CSI Brazil: (i) quotaholders resolution executed on January 21, 2009, authorizing the execution of documents pertaining to Project Apple, (ii) quotaholders resolution executed on October 17, 2009, authorizing the execution of documents pertaining to the RGHL Transaction, (iii) quotaholders resolution executed on October 26, 2009, ratifying and authorizing the execution of documents within the RGHL Transaction with an increased indebtedness, (iv) quotaholders resolution executed on April 29, 2010 authorizing the execution of documents pertaining to the Evergreen Transaction, and (v) quotaholders resolution executed on September 23, 2010 authorizing the execution of documents pertaining to the Pactiv Transaction;

b) SIG Combibloc: (i) quotaholders resolution executed on March 26, 2010, authorizing the execution of documents pertaining to the RGHL Transaction, and (ii) quotaholders resolution executed on September 22, 2010 authorizing the execution of documents pertaining to the Pactiv Transaction; and

c) SIG Beverages: (i) quotaholders resolution executed on March 29, 2010, authorizing the execution of documents pertaining to the RGHL Transaction, and (ii) quotaholders resolution executed on September 22, 2010 authorizing the execution of documents pertaining to the Pactiv Transaction.

As a consequence of such determinations, the quotaholders of CSI Brazil, SIG Combibloc and SIG Beverages specifically release the Managers and/or the Attorneys, through such quotaholders resolutions, from any liabilities resulting from any claims, suits, complaints and any other types of liabilities that could be brought against the Managers and/or the Attorneys as a result of the execution of the documents therein ordered to be executed.

### ***Statutory Provisions***

Please note that according to the articles of association of CSI Brazil and SIG Beverages, in the omission of the laws applicable to limited liability companies and of the companies articles of association, the law applicable to corporations, Law No. 6,404/76 ( Law of Corporations ), shall apply. Regarding SIG Combibloc, since its articles of association do not provide for the applicability of the Law of Corporations, it is governed by the rules applicable to limited liability companies (*sociedades limitadas*) complemented by the rules applicable to partnerships (*sociedades simples*), both contained in the Brazilian Civil Code (Law No. 10,406, dated January 10, 2002), pursuant to Article 1,053, sole paragraph of the same Code.

The provisions set forth both in the Brazilian Civil Code (article 1,016) and in the Law of Corporations (article 158) establish, as a general rule, that the managers of limited liability companies are not liable for the acts performed on behalf of the company, but are liable for any damage resulting from willful misconduct or malicious intent (*dolo*) in relation to their duties and from acts performed negligently (*culpa strictu sensu*).

Please note that in case of acts performed in violation of the law or of the company s articles of association, the liability of the manager is strict (*responsabilidade objetiva*), regardless of the managers malicious intent or negligent behavior. It is also worth mentioning that the liability of the managers may be repelled in the following hypotheses: (i) cases of force majeure or acts of God; or (ii) evidence that the manager acted in good faith and in accordance with the interests of the company (Article 159, Paragraph 6, of Law No. 6,404/76).

### **Costa Rica Registrant**

According to section 91 of the Costa Rican Code of Commerce ( CR Code of Commerce ), the Manager or Submanager can only delegate its powers when the bylaws expressly authorize them to delegate them. Otherwise, the person that

delegates the powers will be liable. According to section 92 of the CR Code of Commerce, the Manager or Managers of a Limited Liability Company shall be personally liable towards CSI Closure Systems Manufacturing de Centro America, S.R.L. (the Costa Rican Registrant ) and third parties, if their actions breach their mandate, are illegal or against the bylaws of the Costa Rican Registrant. Moreover,

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according to article 100 of the CR Code of Commerce, the managers are personally liable for any distribution of dividends not based on net realized earnings or exceeding such amount.

The CR Code of Commerce does not explicitly address the issue whether or not a company may eliminate or limit the Manager or Managers liability to the company. Nevertheless, please be advised that the Manager or Managers of the Costa Rican Registrant may be released of liability while executing actions ordered by the quota holders, if such actions are not illegal or do not breach the terms of the mandate or the bylaws.

### **Austria Registrant**

(a) Each of SIG Austria Holding GmbH and SIG Combibloc GmbH is organized as a limited liability company under the laws of the Republic of Austria.

Under Austrian corporate law, an Austrian limited liability company (*Gesellschaft mit beschränkter Haftung, GmbH*) is represented by its managing director(s) (*Geschäftsführer*), a statutory corporate body, and/or its authorized representatives (*Prokuristen*), who are optional attorneys-in-fact with their power of representation governed by statutory Austrian law.

A managing director who is acting on behalf of the GmbH and who violates the standard of care of a prudent and conscientious business man (*Sorgfalt eines ordentlichen und gewissenhaften Geschäftsmannes*) or other statutory provisions, in principle, can only be held liable for damages by the GmbH. Direct claims of third parties against a managing director acting on behalf of the GmbH may only be filed (with success) if the managing director negligently violated certain statutory duties owed towards those third parties.

A GmbH may indemnify a managing director unless (in principle) (i) the managing director has acted with gross negligence (*grobe Fahrlässigkeit*) or willful misconduct (*Vorsatz*), (ii) creditors of the GmbH cannot satisfy their claims against the GmbH (due to lack of assets) or (iii) the managing director has violated certain statutory provisions (i.e. provisions for the benefit of third parties, in particular creditors of the GmbH, or provisions relating to raising or maintaining share capital). An indemnification by a third party (e.g. a group company) is (in principle) admissible.

An authorized representative is in terms of liability or indemnification not subject to Austrian corporate law but might be subject to limitations of liability pursuant to Austrian employment law, such as the Employee Liability Act (*Dienstnehmerhaftpflichtgesetz, DHG*), which provides for certain exemptions from liability, e.g. in case of venial misperformance (*entschuld bare Fehlleistung*) by the employee.

(b) SIG Combibloc GmbH & Co KG is organized as a limited partnership under the laws of the Republic of Austria.

Under Austrian law, a limited partnership (*Kommanditgesellschaft, KG*) is formed by at least one partner with unlimited liability (*Komplementär; general partner*) and at least one partner with limited liability (*Kommanditist, limited partner*). If the general partner is a limited liability company (*Gesellschaft mit beschränkter Haftung, GmbH*; see above), the KG is called GmbH & Co KG .

The general partner of a KG is responsible for the representation of the KG towards third parties. In the case of a GmbH & Co KG, the general partner (a GmbH) is again represented by its managing director(s). A KG also might be represented by authorized representatives (*Prokuristen*). As to the liability and indemnification of the managing director(s) of the general partner and authorized representatives of the KG, please refer to (a) above.

### **Hungary Registrant**

CSI Hungary Manufacturing and Trading Limited Liability Company Kft. is incorporated under the laws of Hungary.

Under Subsection 2 of Section 22 of Act. No IV. of 2006 on the companies, a director of a company may either pursue its activities on the basis of a mandate agreement or in the frame of an employment relationship.

Should the director be employed, Section 174 of the Act No. XXII of 1992 on the Labor Code provides so that the employer shall fully indemnify the employee against all damages incurred by him/her in relation to the employment relationship. The employer shall be relieved of all liabilities, if it proves that the damage occurred (i) due to a reason falling out of its business operations, which is not being able to be prevented, or (ii) as a result of the unpreventable behavior of the party incurring the damage. Damages that occurred as a result of the imputable behavior of the employee shall not be indemnified.

Neither Hungarian law nor the articles of associations of CSI Hungary Manufacturing and Trading Limited Liability Company Kft. provides for further rules in respect of indemnification or insurance.

### **Thailand Registrant**

There are no provisions of Thai law which specifically deal with a company's right or obligation to indemnify its directors or employees against liability incurred by such persons in their capacity as the company's directors or employees. The constitutional documents of SIG Combibloc Ltd. do not contain any such provisions.

In this regard, however, Section 816 paragraph three of the Civil and Commercial Code of Thailand provides that if an agent, by reason of the execution of the matters entrusted to him/her, suffers damage without fault on his/her part, such agent may claim compensation from the principal. When a director or employee of a company deals with third parties for the business of the company as entrusted, such director or employee will be regarded as the company's agent. As such, if SIG Combibloc Ltd. has entrusted a matter to any of its directors or employees, whether explicitly or impliedly, and such director or employee executes that matter in good faith and with reasonable care, SIG Combibloc Ltd. may be required to indemnify such director or employee against any liability incurred (including any expenses reasonably incurred) by such person in connection with such entrusted matter.

### **Director and Officer Indemnity and Insurance Agreements**

#### ***Registration Rights Agreements***

The registration rights agreements filed as Exhibits 4.7, 4.8, 4.9, 4.10, 4.11, 4.12, 4.12.5 and 4.12.8 to this registration statement provide for the indemnification of the control persons of the registrants by the holders of any exchange securities against certain liabilities.

#### ***Indemnification Agreements***

RGHL has agreed to indemnify certain directors and officers. The indemnification agreements are jurisdiction and company specific agreements.

The indemnification agreements filed as Exhibits 10.6 through 10.90 and 10.112 through 10.129 to this registration statement provide for the indemnification of the directors of each of the Issuers, SIG Austria Holding GmbH, SIG Combibloc GmbH (Austria), SIG Combibloc GmbH & Co. KG, Pactiv Canada, Inc., Closure Systems International Holdings (Germany) GmbH, Closure Systems International Deutschland GmbH, SIG Euro Holding AG & CO KGaA, Omni-Pac Ekco GmbH Verpackungsmittel, Omni-Pac GmbH Verpackungsmittel, Pactiv Deutschland Holdinggesellschaft mbH, SIG Beverages Germany GmbH, SIG Coblibloc Holding GmbH, SIG Combibloc Systems GmbH, SIG Combibloc GmbH (Germany), SIG Combibloc Zerspanungstechnik GmbH, SIG Information Technology GmbH, SIG International Services GmbH, SIG Beteiligungs GmbH, SIG Asset Holdings Ltd., Closure Systems International (Hong Kong) Limited, Evergreen Packaging (Hong Kong) Limited, SIG Combibloc Limited (Hong Kong), Closure Systems International Holdings (Japan) KK, Closure Systems International Japan, Limited, Beverage Packaging Holdings (Luxembourg) I S.A., Beverage Packaging Holdings (Luxembourg) III S.à r.l., Reynolds Group



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Issuer (Luxembourg) S.A., Reynolds Consumer Products (Luxembourg) S.à r.l. (merged with and into Beverage Packaging Holdings (Luxembourg) III S.à r.l.), Closure Systems International (Luxembourg) S.à r.l. (merged with and into Beverage Packaging Holdings (Luxembourg) III S.à r.l.), SIG Finance (Luxembourg) S.à r.l. (liquidated on January 18, 2011), Evergreen Packaging (Luxembourg) S.à r.l, Closure Systems

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International B.V., Reynolds Consumer Products International B.V., Reynolds Packaging International B.V., Evergreen Packaging International B.V., SIG allCap AG, SIG Combibloc Group AG, SIG Combibloc (Schweiz) AG, SIG Reinag AG, SIG Schweizerische Industrie-Gesellschaft AG, SIG Technology AG, SIG Combibloc Procurement AG, SIG Combibloc Ltd., Closure Systems International (UK) Limited, Reynolds Consumer Products (UK) Limited, Reynolds Subco (UK) Limited (formerly BACO Consumer Products Limited), SIG Holdings (UK) Limited, SIG Combibloc Limited (UK), IVEX Holdings, Ltd., Kama Europe, Ltd., The Baldwin Group Limited, J&W Baldwin (Holdings) Limited, Omni-Pac UK Limited, Closure Systems International Holdings Inc., Closure Systems International Inc., Closure Systems International Packaging Machinery Inc. (formerly known as Reynolds Packaging Machinery Inc.), Closure Systems Mexico Holdings LLC, CSI Mexico LLC, Southern Plastics Inc., CSI Sales & Technical Services Inc., Reynolds Consumer Products Holdings LLC, Reynolds Services Inc., Reynolds Foil Inc., Reynolds Consumer Products, Inc., Bakers Choice Products, Inc., Reynolds Group Holdings Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer Inc., Closure Systems International Americas, Inc., Reynolds Packaging Holdings LLC, Reynolds Flexible Packaging Inc., Ultra Pac, Inc., Reynolds Food Packaging LLC, Reynolds Packaging Kama Inc., Reynolds Packaging LLC, Reynolds Presto Products Inc., Evergreen Packaging Inc., Evergreen Packaging USA Inc., Evergreen Packaging International (US) Inc., Blue Ridge Holdings Corp., Blue Ridge Paper Products Inc., BRPP, LLC, Pactiv LLC, Pactiv Factoring LLC, Pactiv RSA LLC, Pactiv Retirement Administration LLC, Pactiv Germany Holdings, Inc., Pactiv International Holdings Inc., Pactiv Management Company LLC, PCA West Inc., Prairie Packaging, Inc., PWP Holdings, Inc., PWP Industries, Inc., SIG Holding USA, SIG Combibloc Inc., Newspring Industrial Corp. and Dopaco, Inc.

In addition to the indemnification agreements listed above, we have also entered into indemnification agreements with officers of the RGHL Group other than our senior management, including an indemnification agreement with the directors and officers of each registrant in connection with this registration statement.

By a Deed Poll of Indemnification by Rank Group dated December 22, 2009, Rank Group indemnifies each person who, at or after the date of the deed poll, holds the office of director or statutory officer of (inter alia) any entity which it controls incorporated in Australia or New Zealand (including RGHL). Subject to certain limitations set out in the deed poll (including where the giving of such an indemnity is prohibited by law), each indemnified person is indemnified against any costs he/she incurs in any proceeding that relates to liability for any act done or omission made in his/her capacity as a director, statutory officer or employee of RGHL, in which proceeding such person is acquitted, or has judgment given in his/her favor, or which is discontinued.

### ***Insurance Policies***

Rank Group has a Directors and Officers Liability Insurance Policy which insures the directors and officers of RGHL's subsidiaries and affiliates, against liability incurred in their capacities as directors and officers.

### **ITEM 21. EXHIBITS**

Reference is made to the attached Exhibit Index.

### **ITEM 22. UNDERTAKINGS**

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(a) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(b) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if

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the total dollar value of securities would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the Calculation of Registration Fee table in the effective registration statement;

(c) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offering therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) To file a post-effective amendment to the registration statement to include any financial statements required by Item 8A of Form 20-F at the start of any delayed offering or throughout a continuous offering.

(5) That, for purposes of determining liability under the Securities Act of 1933 to any purchaser:

Each prospectus filed pursuant to Rule 424(b) as part of the registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(6) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(a) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(b) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(c) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(d) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(7) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such

indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Reynolds Group Holdings Limited has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lincolnshire, Illinois on February 16, 2012.

Reynolds Group Holdings Limited

By: /s/ Thomas James Degnan

Name: Thomas James Degnan

Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Chief Executive Officer and Director (Principal Executive Officer)

Thomas James Degnan

\*

Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)

Allen Philip Hugli

\*

Director

Graeme Richard Hart

\*

Director

Bryce McCheyne Murray

\*

Director

Gregory Alan Cole

\*

Authorized U.S. Representative

Joseph Doyle

\* /s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**





**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrants have duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lake Forest, Illinois on February 16, 2012.

Reynolds Group Issuer Inc.  
Reynolds Group Holdings Inc.

By: /s/ Gregory Alan Cole

Name: Gregory Alan Cole

Title: President

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

President and Director of each above named registrant (Principal Executive Officer)

Gregory Alan Cole

\*

Principal Financial Officer, Principal Accounting Officer and Director of each above named registrant

Allen Philip Hugli

\*

Director of each above named registrant

Helen Dorothy Golding

\* /s/ Joseph Doyle

**Joseph Doyle**  
**Attorney-in-Fact**

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Reynolds Group Issuer LLC has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lake Forest, Illinois on February 16, 2012.

Reynolds Group Issuer LLC

By: Reynolds Group Holdings Inc.,  
its sole member

By: /s/ Gregory Alan Cole

Name: Gregory Alan Cole

Title: President

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

President and Director of its sole member (Principal Executive Officer)

Gregory Alan Cole

\*

Principal Financial Officer, Principal Accounting Officer and Director of its sole member

Allen Philip Hugli

\*

Director of its sole member

Helen Dorothy Golding

\* /s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Reynolds Group Issuer (Luxembourg) S.A. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lincolnshire, Illinois on February 16, 2012.

Reynolds Group Issuer (Luxembourg) S.A.

By: /s/ Thomas James Degnan

Name: Thomas James Degnan

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Principal Executive Officer

Thomas James Degnan

\*

Principal Financial Officer and Principal Accounting Officer

Allen Philip Hugli

\*

A Director

Gregory Alan Cole

\*

B Director

Herman Schommarz

\*

B Director

Olivier Dorier

\*

Authorized U.S. Representative

Joseph Doyle

\* /s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Whakatane Mill Australia Pty. Limited has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, Illinois on February 16, 2012.

Whakatane Mill Australia Pty. Limited

Name: Rolf Stangl  
By: /s/ Rolf Stangl  
Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* Rolf Stangl	Principal Executive Officer
* Marco Haussener	Principal Financial Officer
* Arnold Pezzatti	Principal Accounting Officer
* Allen Philip Hugli	Director
* Helen Dorothy Golding	Director
* Mark Joseph Dunkley	Director
* Joseph Doyle	Authorized U.S. Representative

\* /s/ Joseph Doyle

**Joseph Doyle**  
**Attorney-in-Fact**

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, SIG Austria Holding GmbH has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, Illinois on February 16, 2012.

SIG Austria Holding GmbH

By: /s/ Rolf Stangl

Name: Rolf Stangl

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Principal Executive Officer and Director

Rolf Stangl

\*

Principal Financial Officer and Director

Marco Haussener

\*

Principal Accounting Officer

Arnold Pezzatti

\*

Director

André Rosenstock

\*

Director

Wolfgang Ornig

\*

Authorized U.S. Representative

Joseph Doyle

\* /s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**





**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, SIG Combibloc GmbH has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, Illinois on February 16, 2012.

SIG Combibloc GmbH

Name: Rolf Stangl  
By: /s/ Rolf Stangl  
Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* Rolf Stangl	Principal Executive Officer
* Marco Haussener	Principal Financial Officer
* Arnold Pezzatti	Principal Accounting Officer
* Wolfgang Ornig	Director
* Joseph Doyle	Authorized U.S. Representative
* /s/ Joseph Doyle	
<b>Joseph Doyle</b> <b>Attorney-in-Fact</b>	

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, SIG Combibloc GmbH & Co KG has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, Illinois on February 16, 2012.

SIG Combibloc GmbH & Co KG

By: SIG Combibloc GmbH, its general partner

By: /s/ Rolf Stangl

Name: Rolf Stangl

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Principal Executive Officer of its general partner

Rolf Stangl

\*

Principal Financial Officer of its general partner

Marco Haussener

\*

Principal Accounting Officer of its general partner

Arnold Pezzatti

\*

Director of its general partner

Wolfgang Ornig

\*

Authorized U.S. Representative

Joseph Doyle

\* /s/ Joseph Doyle

**Joseph Doyle**  
**Attorney-in-Fact**

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Closure Systems International (Brazil) Sistemas de Vedação Ltda. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lake Forest, Illinois on February 16, 2012.

Closure Systems International (Brazil) Sistemas de Vedação Ltda.

By: /s/ Malcolm Bunday

Name: Malcolm Bunday

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Principal Executive Officer

Malcolm Bunday

\*

Principal Financial Officer and Principal Accounting Officer

Robert Eugene Smith

\*

Director

Guilherme Rodrigues Miranda

\*

Authorized U.S. Representative

Joseph Doyle

\* /s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, SIG Beverages Brasil Ltda. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, Illinois on February 16, 2012.

SIG Beverages Brasil Ltda.

By: /s/ Rolf Stangl

Name: Rolf Stangl

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* Rolf Stangl	Principal Executive Officer
* Marco Haussener	Principal Financial Officer
* Arnold Pezzatti	Principal Accounting Officer
* Felix Colas Morea	Director
* Joseph Doyle	Authorized U.S. Representative
* /s/ Joseph Doyle	
<b>Joseph Doyle</b> <b>Attorney-in-Fact</b>	

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, SIG Combibloc do Brasil Ltda. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, Illinois on February 16, 2012.

SIG Combibloc do Brasil Ltda.

By: /s/ Rolf Stangl

Name: Rolf Stangl

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* Rolf Stangl	Principal Executive Officer
* Marco Haussener	Principal Financial Officer
* Arnold Pezzatti	Principal Accounting Officer
* Antonio Luiz Tafner	Director
* Lutz Knut Braune	Director
* Ricardo Lanca Rodriguez	Director
* Joseph Doyle	Authorized U.S. Representative
* /s/ Joseph Doyle	

**Joseph Doyle**  
**Attorney-in-Fact**

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, CSI Latin American Holdings Corporation has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lake Forest, Illinois on February 16, 2012.

CSI Latin American Holdings Corporation

By: /s/ Malcolm Bunday

Name: Malcolm Bunday

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Principal Executive Officer

Malcolm Bunday

\*

Principal Financial Officer, Principal Accounting Officer and Director

Robert Eugene Smith

\*

Director

Guilherme Rodrigues Miranda

\*

Authorized U.S. Representative

Joseph Doyle

\* /s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Pactiv Canada Inc. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Scarborough, Canada on February 16, 2012.

Pactiv Canada Inc.

By: /s/ Ken Bumstead

Name: Ken Bumstead

Title: President

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

President and Director (Principal Executive Officer)

Ken Bumstead

\*

Principal Financial Officer

Gary Thomas

\*

Principal Accounting Officer

Gino Mangione

\*

Director

Thomas James Degnan

\*

Authorized U.S. Representative

Joseph Doyle

\*

/s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Evergreen Packaging Canada Limited has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lincolnshire, Illinois on February 16, 2012.

Evergreen Packaging Canada Limited

By: /s/ Thomas James Degnan

Name: Thomas James Degnan

Title: President

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

President and Director (Principal Executive Officer)

Thomas James Degnan

\*

Chief Financial Officer and Director  
(Principal Financial Officer and Principal  
Accounting Officer)

Ricardo Felipe Alvergue

\*

Director

John Rooney

Director

Malcolm Bunday

Director

Tony Dicesare

\*

Authorized U.S. Representative

Joseph Doyle

\*

/s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, CSI Closure Systems Manufacturing de Centro America, Sociedad de Responsabilidad Limitada has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lake Forest, Illinois on February 16, 2012.

CSI Closure Systems Manufacturing de Centro America, Sociedad de Responsabilidad Limitada

By: /s/ Malcolm Bunday

Name: Malcolm Bunday

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Principal Executive Officer

Malcolm Bunday

\*

Principal Financial Officer, Principal Accounting  
Officer and Director

Robert Eugene Smith

\*

Director

Marshall K. White

\*

Director

Eugenio Garcia

\*

Director

Charles Thomas Cox

\*

Authorized U.S. Representative

Joseph Doyle

\*

/s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Bakers Choice Products, Inc. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lincolnshire, Illinois on February 16, 2012.

Bakers Choice Products, Inc.

By: /s/ Thomas James Degnan

Name: Thomas James Degnan

Title: President

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

President and Director (Principal Executive Officer)

Thomas James Degnan

\*

Principal Financial Officer

Sandra Gleason

\*

Principal Accounting Officer

Chris Mayrhofer

\*

Director

Carol A. Rod

\*

Director

Michael Eugene Graham

\*

/s/ Joseph Doyle

**Joseph Doyle**  
**Attorney-in-Fact**

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrants have duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, New York on February 16, 2012.

BCP/Graham Holdings L.L.C.  
GPC Holdings LLC

By: Graham Packaging Company Inc., its sole member

By: /s/ Mark Steven Burgess

Name: Mark Steven Burgess

Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Chief Executive Officer of the sole member of each above named registrant (Principal Executive Officer)

Mark Steven Burgess

\*

Chief Financial Officer of the sole member of each above named registrant (Principal Financial Officer and Principal Accounting Officer)

Michael Eugene Graham

\*

Director of the sole member of each above named registrant

Helen Dorothy Golding

\*

Director of the sole member of each above named registrant

Allen Philip Hugli

\*

Director of the sole member of each above named registrant

Gregory Alan Cole

\*

Director of the sole member of each above named registrant

Thomas James Degnan

\*

/s/ Joseph Doyle

**Joseph Doyle**  
**Attorney-in-Fact**



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Reynolds Manufacturing, Inc. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lincolnshire, Illinois on February 16, 2012.

Reynolds Manufacturing, Inc.

By: /s/ Thomas James Degnan

Name: Thomas James Degnan

Title: President

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

President and Director  
(Principal Executive Officer)

Thomas James Degnan

\*

Principal Financial Officer

Sandra Gleason

\*

Principal Accounting Officer

Chris Mayrhofer

\*

Director

Gregory Alan Cole

\*

Director

Allen Philip Hugli

\* /s/ Joseph Doyle

**Joseph Doyle**  
**Attorney-in-Fact**



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, RenPac Holdings Inc. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lincolnshire, Illinois on February 16, 2012.

RenPac Holdings Inc.

By: /s/ Thomas James Degnan

Name: Thomas James Degnan

Title: President

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

President and Director (Principal Executive Officer)

Thomas James Degnan

\*

Vice President, Treasurer and Director  
(Principal Financial Officer and Principal  
Accounting Officer)

Allen Philip Hugli

\*

Director

Gregory Alan Cole

\*

/s/ Joseph Doyle

**Joseph Doyle**  
**Attorney-in-Fact**

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrants have duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Memphis, Tennessee on February 16, 2012.

Blue Ridge Holding Corp.  
Blue Ridge Paper Products Inc.  
Evergreen Packaging Inc.  
Evergreen Packaging USA Inc.  
Evergreen Packaging International (US) Inc.

By: /s/ John Rooney

Name: John Rooney

Title: Chief Executive Officer and President

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* John Rooney	Chief Executive Officer, President, and Director of each above named registrant (Principal Executive Officer)
* Ricardo Felipe Alvergue	Chief Financial Officer of each above named registrant (Principal Financial Officer and Principal Accounting Officer)
* Malcolm Bunday	Director of each above named registrant
* Allen Philip Hugli	Director of each above named registrant
* Thomas James Degnan	Director of each above named registrant
* Helen Dorothy Golding	Director of each above named registrant
* /s/ Joseph Doyle	

**Joseph Doyle**  
**Attorney-in-Fact**

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Closure Systems International Inc. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lake Forest, Illinois on February 16, 2012.

Closure Systems International Inc.

Name: Malcolm Bunday  
By: /s/ Malcolm Bunday  
Title: President

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

President and Director (Principal Executive Officer)

Malcolm Bunday

\*

Vice President, Treasurer and Director (Principal Financial Officer and Principal Accounting Officer)

Robert Eugene Smith

\*

Director

Marshall White

\*

/s/ Joseph Doyle

**Joseph Doyle**  
**Attorney-in-Fact**

### SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Closure Systems International Americas, Inc. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lake Forest, Illinois on February 16, 2012.

Closure Systems International Americas, Inc.

By: /s/ Malcolm Bunday  
Name: Malcolm Bunday  
Title: President

### POWER OF ATTORNEY

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

Signature	Title
* Malcolm Bunday	President and Director (Principal Executive Officer)
* Robert Eugene Smith	Vice President, Treasurer and Director (Principal Financial Officer and Principal Accounting Officer)
* Marshall White	Director
* Stephanie Blackman	Director
* /s/ Joseph Doyle <b>Joseph Doyle</b> <b>Attorney-in-Fact</b>	

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Closure Systems International Holdings, Inc. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lake Forest, Illinois on February 16, 2012.

Closure Systems International Holdings, Inc.

By: /s/ Malcolm Bunday  
Name: Malcolm Bunday  
Title: President

**POWER OF ATTORNEY**

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

President and Director (Principal Executive Officer)

Malcolm Bunday

\*

Vice President, Treasurer and Director (Principal Financial Officer and Principal Accounting Officer)

Robert Eugene Smith

\*

Director

Marshall White

\*

/s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrants have duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lincolnshire, Illinois on February 16, 2012.

Closure Systems Mexico Holdings LLC

CSI Mexico LLC

CSI Hungary Manufacturing and Trading Limited Liability Company Kft.

By: Closure Systems International B.V., its sole member

By: /s/ Thomas James Degnan

Name: Thomas James Degnan

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
*	Principal Executive Officer of the sole member of each above named registrant
Thomas James Degnan	
*	Principal Financial Officer and Principal Accounting Officer of the sole member of each above named registrant
Allen Philip Hugli	
*	A Director of the sole member of each above named registrant
Gregory Alan Cole	
*	A Director of the sole member of each above named registrant
Bryce McCheyne Murray	
*	B Director of the sole member of each above named registrant
Eleonora Jongsma	
*	B Director of the sole member of each above named registrant
Orangefield Trust (Netherlands) B.V.	
*	Authorized U.S. Representative of each above named registrant
Joseph Doyle	

\* /s/ Joseph Doyle

**Joseph Doyle**  
**Attorney-in-Fact**

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, CSI Sales & Technical Services Inc. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lake Forest, Illinois on February 16, 2012.

CSI Sales & Technical Services Inc.

By: /s/ Malcolm Bunday

Name: Malcolm Bunday

Title: President

**POWER OF ATTORNEY**

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

President and Director (Principal Executive Officer)

Malcolm Bunday

\*

Vice President, Treasurer and Director (Principal Financial Officer and Principal Accounting Officer)

Robert Eugene Smith

\*

Director

Marshall White

\*

Director

Charles Thomas Cox

\*

/s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Graham Packaging Company Inc. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, New York on February 16, 2012.

Graham Packaging Company Inc.

By: /s/ Mark Steven Burgess

Name: Mark Steven Burgess

Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Chief Executive Officer (Principal Executive Officer)

Mark Steven Burgess

\*

Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)

Michael Eugene Graham

\*

Director

Helen Dorothy Golding

\*

Director

Allen Philip Hugli

\*

Director

Gregory Alan Cole

\*

Director

Thomas James Degnan

\*

/s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrants have duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Temple, Texas on February 16, 2012.

Dopaco, Inc.  
Prairie Packaging, Inc.  
PWP Holdings, Inc.  
Newspring Industrial Corp.

By: /s/ John McGrath

Name: John McGrath

Title: President

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* John McGrath	President of each above named registrant (Principal Executive Officer)
* Gary Thomas	Principal Financial Officer of each above named registrant
* Gino Mangione	Principal Accounting Officer of each above named registrant
* Thomas James Degnan	Director of each above named registrant
* Allen Philip Hugli	Director of each above named registrant
* Helen Dorothy Golding	Director of each above named registrant
* Gregory Alan Cole	Director of each above named registrant

\*

/s/ Joseph Doyle

**Joseph Doyle**  
**Attorney-in-Fact**

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrants have duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lincolnshire, Illinois on February 16, 2012.

Pactiv LLC  
Reynolds Packaging Holdings LLC  
Reynolds Consumer Products Holdings LLC  
By: RenPac Holdings Inc., its sole member

By: /s/ Thomas James Degnan

Name: Thomas James Degnan

Title: President

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Thomas James Degnan

President and Director  
(Principal Executive Officer) of the sole member of  
each above named registrant

\*

Allen Philip Hugli

Vice President, Treasurer and Director  
(Principal Financial Officer and Principal  
Accounting Officer) of the sole member of each  
above named registrant

\*

Gregory Alan Cole

Director of the sole member of each above  
named registrant

\*

/s/ Joseph Doyle

**Joseph Doyle**  
**Attorney-in-Fact**

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrants have duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Temple, Texas on February 16, 2012.

Pactiv Factoring LLC  
Pactiv Management Company LLC

By: Pactiv Corporation, its sole member

By: /s/ John McGrath

Name: John McGrath

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* John McGrath	Principal Executive Officer of the sole member of each above named registrant
* Gary Thomas	Chief Financial Officer and Vice President of the sole member of each above named registrant (Principal Financial Officer)
* Gino Mangione	Principal Accounting Officer of the sole member of each above named registrant
* Thomas James Degnan	Director of the sole member of each above named registrant
* Allen Philip Hugli	Director of the sole member of each above named registrant
* Helen Dorothy Golding	Director of the sole member of each above named registrant
* Gregory Alan Cole	Director of the sole member of each above named registrant

\* /s/ Joseph Doyle

**Joseph Doyle**  
**Attorney-in-Fact**

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrants have duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Temple, Texas on February 16, 2012.

Pactiv Retirement Administration LLC  
Pactiv RSA LLC

By: Pactiv Factoring LLC, its sole member

By: Pactiv Corporation, its sole member

By: /s/ John McGrath

Name: John McGrath

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
*	Principal Executive Officer of Pactiv Corporation
John McGrath	
*	Chief Financial Officer and Vice President of Pactiv Corporation (Principal Financial Officer)
Gary Thomas	
*	Principal Accounting Officer of Pactiv Corporation
Gino Mangione	
*	Director of the sole member of Pactiv Corporation
Thomas James Degnan	
*	Director of the sole member of Pactiv Corporation
Allen Philip Hugli	
*	Director of the sole member of Pactiv Corporation
Helen Dorothy Golding	
*	Director of the sole member of Pactiv Corporation

Gregory Alan Cole

\* /s/ Joseph Doyle

**Joseph DoyleAttorney-in-Fact**

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Pactiv Germany Holdings Inc. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Hamburg, Germany on February 16, 2012.

Pactiv Germany Holdings Inc.

Name: Petro Kowalskyj  
By: /s/ Petro Kowalskyj  
Title: President

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* Petro Kowalskyj	President and Treasurer (Principal Executive Officer)
* Gary Thomas	Principal Financial Officer
* Gino Mangione	Principal Accounting Officer
* Helen Dorothy Golding	Director
* Allen Philip Hugli	Director
* Gregory Alan Cole	Director
* Thomas James Degnan	Director
* /s/ Joseph Doyle	

**Joseph Doyle**  
**Attorney-in-Fact**

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrants have duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lake Forest, Illinois on February 16, 2012.

PCA West Inc.  
Pactiv International Holdings Inc.

By: /s/ Robert Lennart Larson

Name: Robert Lennart Larson

Title: President

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* Robert Lennart Larson	President of each above named registrant (Principal Executive Officer)
* Gary Thomas	Principal Financial Officer of each above named registrant
* Gino Mangione	Principal Accounting Officer of each above named registrant
* Helen Dorothy Golding	Director of each above named registrant
* Allen Philip Hugli	Director of each above named registrant
* Gregory Alan Cole	Director of each above named registrant
* Thomas James Degnan	Director of each above named registrant
* /s/ Joseph Doyle	

**Joseph Doyle**  
**Attorney-in-Fact**

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, PWP Industries, Inc. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Temple, Texas on February 16, 2012.

PWP Industries, Inc.

By: /s/ John McGrath

Name: John McGrath

Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* John McGrath	Chief Executive Officer (Principal Executive Officer)
* Gary Thomas	Principal Financial Officer
* Gino Mangione	Principal Accounting Officer
* Helen Dorothy Golding	Director
* Allen Philip Hugli	Director
* Gregory Alan Cole	Director
* Thomas James Degnan	Director
* /s/ Joseph Doyle	

**Joseph Doyle**  
**Attorney-in-Fact**

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Reynolds Presto Products Inc. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lincolnshire, Illinois on February 16, 2012.

Reynolds Presto Products Inc.

By: /s/ Thomas James Degnan

Name: Thomas James Degnan

Title: President

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

President and Director (Principal Executive Officer)

Thomas James Degnan

\*

Principal Financial Officer

Sandra Gleason

\*

Principal Accounting Officer

Chris Mayrhofer

\*

Director

Rita M. Cox

\*

Director

Gino Mangione

\*

Director

Paul Donald Thomas

\*

Director

Michael Eugene Graham

\*

/s/ Joseph Doyle

**Joseph Doyle**  
**Attorney-in-Fact**

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Reynolds Flexible Packaging Inc. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lake Forest, Illinois on February 16, 2012.

Reynolds Flexible Packaging Inc.

By: /s/ Gregory Alan Cole

Name: Gregory Alan Cole

Title: President

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* Gregory Alan Cole	President, Treasurer and Director (Principal Executive Officer)
* Gary Thomas	Principal Financial Officer
* Gino Mangione	Principal Accounting Officer
* Helen Dorothy Golding	Director
* Allen Philip Hugli	Director
* /s/ Joseph Doyle <b>Joseph Doyle</b> <b>Attorney-in-Fact</b>	

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Reynolds Packaging Kama Inc. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lincolnshire, Illinois on February 16, 2012.

Reynolds Packaging Kama Inc.

By: /s/ Thomas James Degnan

Name: Thomas James Degnan

Title: President

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

President and Director (Principal Executive Officer)

Thomas James Degnan

\*

Principal Financial Officer

Gary Thomas

\*

Principal Accounting Officer

Gino Mangione

\*

Director

Paul Donald Thomas

\*

Director

Michael Eugene Graham

\*

Director

Robert Lennart Larson

\* /s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Reynolds Consumer Products Inc. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lincolnshire, Illinois on February 16, 2012.

Reynolds Consumer Products Inc.

By: /s/ Thomas James Degnan

Name: Thomas James Degnan

Title: President

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

President and Director (Principal Executive Officer)

Thomas James Degnan

\*

Principal Financial Officer

Sandra Gleason

\*

Principal Accounting Officer

Chris Mayrhofer

\*

Director

Michael Eugene Graham

\*

Director

Paul Donald Thomas

\*

Director

Gary A Thomas

\*

/s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrants have duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lake Forest, Illinois on February 16, 2012.

Reynolds Food Packaging LLC  
Reynolds Packaging LLC

By: Reynolds Packaging, Inc., its member

By: /s/ Gregory Alan Cole

Name: Gregory Alan Cole

Title: President

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

President, Treasurer and Director of the member of each above named registrant (Principal Executive Officer)

Gregory Alan Cole

\*

Principal Financial Officer of the member of each above named registrant

Gary Thomas

\*

Principal Accounting Officer of the member of each above named registrant

Gino Mangione

\*

Director of the member of each above named registrant

Helen Dorothy Golding

\*

Director of the member of each above named registrant

Allen Philip Hugli

\* /s/ Joseph Doyle

**Joseph Doyle**  
**Attorney-in-Fact**



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Closure Systems International Packaging Machinery Inc. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lake Forest, Illinois on February 16, 2012.

Closure Systems International Packaging Machinery Inc.

By: /s/ Malcolm Bunday

Name: Malcolm Bunday

Title: President

**POWER OF ATTORNEY**

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

President and Director (Principal Executive Officer)

Malcolm Bunday

\*

Vice President and Director (Principal  
Financial Officer and Principal Accounting Officer)

Robert Eugene Smith

\*

Director

Charles Thomas Cox

\* /s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Reynolds Services Inc. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lake Forest, Illinois on February 16, 2012.

Reynolds Services Inc.

By: /s/ Gregory Alan Cole

Name: Gregory Alan Cole

Title: President

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* Gregory Alan Cole	President and Director (Principal Executive Officer)
* Paul Donald Thomas	Vice President (Principal Financial Officer and Principal Accounting Officer)
* Allen Philip Hugli	Director
* Helen Dorothy Golding	Director
* /s/ Joseph Doyle <b>Joseph Doyle</b> <b>Attorney-in-Fact</b>	

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, SIG Combibloc Inc. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chester, Pennsylvania on February 16, 2012.

SIG Combibloc Inc.

By: /s/ Eduardo Gatica Villasante

Name: Eduardo Gatica Villasante

Title: Chief Executive Officer and President

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* Eduardo Gatica Villasante	Chief Executive Officer, President and Director (Principal Executive Officer)
* Michele Needham	Chief Financial Officer, Treasurer and Director (Principal Financial Officer and Principal Accounting Officer)
* Antonio Valla	Director
* /s/ Joseph Doyle  <b>Joseph Doyle</b> <b>Attorney-in-Fact</b>	

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, SIG Holding USA, LLC. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lake Forest, Illinois on February 16, 2012.

SIG Reynolds Group Holdings Inc., its sole member  
Holding  
USA,  
LLC  
By:

By: /s/ Gregory Alan Cole

Name: Gregory Alan Cole

Title: President

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

President and Director of its sole member (Principal Executive Officer)

Gregory Alan Cole

\*

Principal Financial Officer, Principal Accounting Officer and Director of its sole member

Allen Philip Hugli

\*

Director of its sole member

Helen Dorothy Golding

\* /s/ Joseph Doyle

**Joseph Doyle**  
**Attorney-in-Fact**

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Closure Systems International Deutschland GmbH has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lake Forest, Illinois on February 16, 2012.

Closure Systems International Deutschland GmbH

By: /s/ Malcolm Bunday

Name: Malcolm Bunday

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Principal Executive Officer

Malcolm Bunday

\*

Principal Financial Officer, Principal Accounting Officer and Director

Robert Eugene Smith

\*

Director

Victor Lance Mitchell

\*

Director

Dr. Wolf-Friedrich Bahre

\*

Authorized U.S. Representative

Joseph Doyle

\*

/s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Closure Systems International Holdings (Germany) GmbH has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lake Forest, Illinois on February 16, 2012.

Closure Systems International Holdings (Germany)  
GmbH

Name: Malcolm Bunday  
By: /s/ Malcolm Bunday  
Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* Malcolm Bunday	Principal Executive Officer
* Robert Eugene Smith	Principal Financial Officer and Principal Accounting Officer
* Dr. Wolf-Friedrich Bahre	Director
* Gregory Alan Cole	Director
* Helen Dorothy Golding	Director
* Joseph Doyle	Authorized U.S. Representative
* /s/ Joseph Doyle	
<b>Joseph Doyle</b> <b>Attorney-in-Fact</b>	



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrants have duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, Illinois on February 16, 2012.

SIG Beverages Germany GmbH  
SIG Combibloc Holding GmbH  
SIG Beteiligungs GmbH

By: /s/ Rolf Stangl  
Name: Rolf Stangl  
Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* Rolf Stangl	Principal Executive Officer of each above named registrant
* Marco Haussener	Principal Financial Officer of each above named registrant
* Arnold Pezzatti	Principal Accounting Officer of each above named registrant
* Holger Dickers	Director of each above named registrant
* Joachim Frommherz	Director of each above named registrant
* Joseph Doyle	Authorized U.S. Representative of each above named registrant
* /s/ Joseph Doyle	
<b>Joseph Doyle</b> <b>Attorney-in-Fact</b>	





**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, SIG Combibloc GmbH has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, Illinois on February 16, 2012.

SIG Combibloc GmbH

By: /s/ Rolf Stangl

Name: Rolf Stangl

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Principal Executive Officer

Rolf Stangl

\*

Principal Financial Officer

Marco Haussener

\*

Principal Accounting Officer

Arnold Pezzatti

\*

Director

Dr. Thomas Kloubert

\*

Director

Oliver Betzer

\*

Authorized U.S. Representative

Joseph Doyle

\*

/s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, SIG Combibloc Systems GmbH has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, Illinois on February 16, 2012.

SIG Combibloc Systems GmbH

By: /s/ Rolf Stangl

Name: Rolf Stangl

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Principal Executive Officer

Rolf Stangl

\*

Principal Financial Officer

Marco Haussener

\*

Principal Accounting Officer

Arnold Pezzatti

\*

Director

Henrik Wagner

\*

Director

Christian Alt

\*

Authorized U.S. Representative

Joseph Doyle

\* /s/ Joseph Doyle

**Joseph Doyle**  
**Attorney-in-Fact**



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, SIG Combibloc Zerspanungstechnik GmbH has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, Illinois on February 16, 2012.

SIG Combibloc Zerspanungstechnik GmbH

By: /s/ Rolf Stangl

Name: Rolf Stangl

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Principal Executive Officer

Rolf Stangl

\*

Principal Financial Officer

Marco Haussener

\*

Principal Accounting Officer

Arnold Pezzatti

\*

Director

Hermann-Josef Bucker

\*

Authorized U.S. Representative

Joseph Doyle

\*

/s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, SIG Euro Holding AG & Co. KGaA has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, Illinois on February 16, 2012.

SIG Euro Holding AG & Co. KGaA

By: SIG Reinag AG, its general partner

Name: Rolf Stangl

By: /s/ Rolf Stangl

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Principal Executive Officer of its general partner

Rolf Stangl

\*

Principal Financial Officer and Director of its general partner

Marco Haussener

\*

Principal Accounting Officer of its general partner

Arnold Pezzatti

\*

Director of its general partner

Holger Dickers

\*

Authorized U.S. Representative

Joseph Doyle

\* /s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, SIG Information Technology GmbH has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, Illinois on February 16, 2012.

SIG Information Technology GmbH

Name: Rolf Stangl  
By: /s/ Rolf Stangl  
Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* Rolf Stangl	Principal Executive Officer
* Marco Haussener	Principal Financial Officer
* Arnold Pezzatti	Principal Accounting Officer
* Timo Snellman	Director
* Joseph Doyle	Authorized U.S. Representative
* /s/ Joseph Doyle <b>Joseph Doyle</b> <b>Attorney-in-Fact</b>	



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, SIG International Services GmbH has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, Illinois on February 16, 2012.

SIG International Services GmbH

Name: Rolf Stangl  
By: /s/ Rolf Stangl  
Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* Rolf Stangl	Principal Executive Officer
* Marco Haussener	Principal Financial Officer and Director
* Arnold Pezzatti	Principal Accounting Officer
* Dr. Franz-Josef Collin	Director
* Holger Dickers	Director
* Joseph Doyle	Authorized U.S. Representative
* /s/ Joseph Doyle <b>Joseph Doyle</b> <b>Attorney-in-Fact</b>	



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrants have duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Temple, Texas on February 16, 2012.

Omni-Pac Ekco GmbH Verpackungsmittel  
Omni-Pac GmbH Verpackungsmittel  
Pactiv Deutschland Holdinggesellschaft mbH

By: /s/ John McGrath

Name: John McGrath

Title: Principal Executive Officer

**POWER OF ATTORNEY**

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
*	Principal Executive Officer of each above named registrant
John McGrath	
*	Principal Financial Officer of each above named registrant
Gary Thomas	
*	Principal Accounting Officer of each above named registrant
Gino Mangione	
*	Director of each above named registrant
Petro Kowalskyj	
*	Authorized U.S. Representative of each above named registrant
Joseph Doyle	
*	/s/ Joseph Doyle
<b>Joseph Doyle</b>	
<b>Attorney-in-Fact</b>	



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, SIG Asset Holdings Limited has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, Illinois on February 16, 2012.

SIG Asset Holdings Limited

By: /s/ Rolf Stangl

Name: Rolf Stangl

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
*	Principal Executive Officer
Rolf Stangl	
*	Principal Financial Officer and Director
Marco Haussener	
*	Principal Accounting Officer
Arnold Pezzatti	
*	Director
Holger Dickers	
*	Director
Hugh Richards	
*	Director
Joachim Frommherz	
*	Director
Richard Tee	
*	Authorized U.S. Representative

Joseph Doyle

\* /s/ Joseph Doyle

**Joseph Doyle**  
**Attorney-in-Fact**

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Closure Systems International (Hong Kong) Limited has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lake Forest, Illinois on February 16, 2012.

Closure Systems International (Hong Kong) Limited

Name: Malcolm Bunday  
By: /s/ Malcolm Bunday  
Title: Principal Executive Officer

**POWER OF ATTORNEY**

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* Malcolm Bunday	Principal Executive Officer
* Robert Eugene Smith	Principal Financial Officer, Principal Accounting Officer and Director
* Douglas Michael Cohen	Director
* Joseph Doyle	Authorized U.S. Representative
* /s/ Joseph Doyle <b>Joseph Doyle</b> <b>Attorney-in-Fact</b>	

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Evergreen Packaging (Hong Kong) Limited has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lake Forest, Illinois on February 16, 2012.

Evergreen Packaging (Hong Kong) Limited

Name: Malcolm Bunday  
By: /s/ Malcolm Bunday  
Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* Malcolm Bunday	Principal Executive Officer and Director
* Ricardo Felipe Alvergue	Principal Financial Officer, Principal Accounting Officer and Director
* Joseph Doyle	Authorized U.S. Representative
* /s/ Joseph Doyle <b>Joseph Doyle</b> <b>Attorney-in-Fact</b>	



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, SIG Combibloc Limited has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, Illinois on February 16, 2012.

SIG Combibloc Limited

Name: Rolf Stangl  
By: /s/ Rolf Stangl  
Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* Rolf Stangl	Principal Executive Officer
* Marco Haussener	Principal Financial Officer and Director
* Arnold Pezzatti	Principal Accounting Officer
* André Rosenstock	Director
* Joseph Doyle	Authorized U.S. Representative
* /s/ Joseph Doyle <b>Joseph Doyle</b> <b>Attorney-in-Fact</b>	

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrants have duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lake Forest, Illinois on February 16, 2012.

Closure Systems International Holdings (Japan) KK  
Closure Systems International Japan, Ltd.

Name: Malcolm Bunday  
By: /s/ Malcolm Bunday  
Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* Malcolm Bunday	Principal Executive Officer of each above named registrant
* Robert Eugene Smith	Principal Financial Officer, Principal Accounting Officer and Director of each above named registrant
* Masaki Sunaoshi	Director of each above named registrant
* Yutaka Masunaga	Director of each above named registrant
* Joseph Doyle	Authorized U.S. Representative of each above named registrant
* /s/ Joseph Doyle	
<b>Joseph Doyle</b> <b>Attorney-in-Fact</b>	

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Southern Plastics, Inc. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lake Forest, Illinois on February 16, 2012.

Southern Plastics, Inc.

By: /s/ Malcolm Bunday

Name: Malcolm Bunday

Title: President

**POWER OF ATTORNEY**

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

President and Director (Principal Executive Officer)

Malcolm Bunday

\*

Vice President, Treasurer and Director (Principal Financial Officer and Principal Accounting Officer)

Robert Eugene Smith

\*

Director

Marshall White

\*

/s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Beverage Packaging Holdings (Luxembourg) I. S.A. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lincolnshire, Illinois on February 16, 2012.

Beverage Packaging Holdings (Luxembourg) I. S.A.

By: /s/ Thomas James Degnan

Name: Thomas James Degnan

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Principal Executive Officer

Thomas James Degnan

\*

Principal Financial Officer and  
Principal Accounting Officer

Allen Philip Hugli

\*

Director

Herman Schommarz

\*

Director

Chok Kien Lo (Stewart) Kam-Cheong

\*

Director

Oliver Dorier

\*

Authorized U.S. Representative

Joseph Doyle

\*

/s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Beverage Packaging Holdings (Luxembourg) III S.à r.l. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lincolnshire, Illinois on February 16, 2012.

Beverage Packaging Holdings (Luxembourg) III  
S.à r.l.

By: /s/ Thomas James Degnan

Name: Thomas James Degnan

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Principal Executive Officer

Thomas James Degnan

\*

Principal Financial Officer and  
Principal Accounting Officer

Allen Philip Hugli

\*

A Director

Gregory Alan Cole

\*

B Director

Olivier Dorier

\*

B Director

Chok Kien Lo (Stewart) Kam-Cheong

\*

Authorized U.S. Representative

Joseph Doyle

\*

/s/ Joseph Doyle

**Joseph Doyle**  
**Attorney-in-Fact**



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Evergreen Packaging (Luxembourg) S.à r.l has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lincolnshire, Illinois on February 16, 2012.

Evergreen Packaging (Luxembourg) S.à r.l

By: /s/ Thomas James Degnan

Name: Thomas James Degnan

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Principal Executive Officer

Thomas James Degnan

\*

Principal Financial Officer and Principal Accounting  
Officer

Allen Philip Hugli

\*

A Director

Gregory Alan Cole

\*

B Director

Herman Schommarz

\*

B Director

Chok Kien Lo (Stewart) Kam-Cheong

\*

Authorized U.S. Representative

Joseph Doyle

\*

/s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**





**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrants have duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lake Forest, Illinois on February 16, 2012.

Bienes Industriales del Norte, S.A. de C.V.  
CSI en Ensenada, S. de R.L. de C.V.  
CSI en Saltillo, S. de R.L. de C.V.  
CSI Tecniservicio, S. de R.L. de C.V.  
Grupo CSI de Mexico, S. de R.L. de C.V.  
Técnicos de Tapas Innovativas, S.A. de C.V.

By: /s/ Malcolm Bunday

Name: Malcolm Bunday

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Principal Executive Officer of each above named registrant

Malcolm Bunday

\*

Principal Financial Officer, Principal Accounting Officer and  
Director of each above named registrant

Robert Eugene Smith

\*

Director of each above named registrant

Charles Thomas Cox

\*

Director of each above named registrant

Paul Donald Thomas

\*

Authorized U.S. Representative of each above named registrant

Joseph Doyle

\* /s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Evergreen Packaging Mexico, S. de R.L. de C.V. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lincolnshire, Illinois on February 16, 2012.

Evergreen Packaging Mexico, S. de R.L. de C.V.

By: /s/ Thomas James Degnan

Name: Thomas James Degnan

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Principal Executive Officer and Director

Thomas James Degnan

\*

Principal Financial Officer, Principal Accounting Officer and  
Director of each above named registrant

Ricardo Felipe Alvergue

\*

Authorized U.S. Representative of each above named registrant

Joseph Doyle

\*

/s/ Joseph Doyle

**Joseph Doyle**  
**Attorney-in-Fact**

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Reynolds Metals Company de Mexico, S. de R.L. de C.V. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Temple, Texas on February 16, 2012.

Reynolds Metals Company de Mexico, S. de R.L. de C.V.

By: /s/ John McGrath

Name: John McGrath

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* John McGrath	Principal Executive Officer
* Gary A. Thomas	Principal Financial Officer
* Gino Mangione	Principal Accounting Officer
* Michael Eugene Graham	Director
* Thomas James Degnan	Director
* Joseph Doyle	Authorized U.S. Representative
* /s/ Joseph Doyle	
<b>Joseph Doyle</b> <b>Attorney-in-Fact</b>	



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrants have duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Temple, Texas on February 16, 2012.

Pactiv Foodservice Mexico, S. de R.L. de C.V.  
Grupo Corporativo Jaguar S.A. de C.V.  
Servicio Terrestre Jaguar S.A. de C.V.  
Servicios Industriales Jaguar S.A. de C.V.

By: /s/ John McGrath

Name: John McGrath

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* John McGrath	Principal Executive Officer and Director of each above named registrant
* Gary Thomas	Principal Financial Officer of each above named registrant
* Gino Mangione	Principal Accounting Officer of each above named registrant
* Joseph Doyle	Authorized U.S. Representative of each above named registrant
* /s/ Joseph Doyle <b>Joseph Doyle</b> <b>Attorney-in-Fact</b>	

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Pactiv Mexico, S. de R.L. de C.V. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Temple, Texas on February 16, 2012.

Pactiv Mexico, S. de R.L. de C.V.

By: /s/ John McGrath

Name: John McGrath

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* John McGrath	Principal Executive Officer
* Gary Thomas	Principal Financial Officer
* Gino Mangione	Principal Accounting Officer
* William M. Dutt	Director
* Anthony Peter Wiechert	Director
* Francisco Javier Bejar Hinojosa	Director
* Joseph Doyle	Authorized U.S. Representative
* /s/ Joseph Doyle	



**Joseph Doyle**  
**Attorney-in-Fact**

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Ultra Pac, Inc. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lincolnshire, Illinois on February 16, 2012.

Ultra Pac, Inc.

By: /s/ Thomas James Degnan

Name: Thomas James Degnan

Title: President

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* Thomas James Degnan	President (Principal Executive Officer)
* Gary Thomas	Principal Financial Officer
* Gino Mangione	Principal Accounting Officer
* Daniel Cochran	Director
* Michael Eugene Graham	Director
* Robert Lennart Larson	Director
* /s/ Joseph Doyle <b>Joseph Doyle</b> <b>Attorney-in-Fact</b>	



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrants have duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lincolnshire, Illinois on February 16, 2012.

Closure Systems International B.V.  
Reynolds Consumer Products International B.V.  
Reynolds Packaging International B.V.

By: /s/ Thomas James Degnan

Name: Thomas James Degnan

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* Thomas James Degnan	Principal Executive Officer of each above named registrant
* Allen Philip Hugli	Principal Financial Officer and Principal Accounting Officer of each above named registrant
* Bryce McCheyne Murray	A Director of each above named registrant
* Gregory Alan Cole	A Director of each above named registrant
* Orangefield Trust (Netherlands) B.V.	B Director of each above named registrant
* Eleonora Jongsma	B Director of each above named registrant
* Joseph Doyle	Authorized U.S. Representative of each above named registrant

\*

/s/ Joseph Doyle

**Joseph Doyle**  
**Attorney-in-Fact**

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Evergreen Packaging International B.V. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lincolnshire, Illinois on February 16, 2012.

Evergreen Packaging International B.V.

By: /s/ Thomas James Degnan

Name: Thomas James Degnan

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Principal Executive Officer and B Director

Thomas James Degnan

\*

Principal Financial Officer and Principal Accounting Officer

Allen Philip Hugli

\*

A Director

Eleonora Jongsma

\*

A Director

Orangefield Trust (Netherlands) B.V.

\*

B Director

Thomas James Degnan

\*

Authorized U.S. Representative

Joseph Doyle

\*

/s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Whakatane Mill Limited has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, Illinois on February 16, 2012.

Whakatane Mill Limited

Name: Rolf Stangl  
By: /s/ Rolf Stangl  
Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* Rolf Stangl	Principal Executive Officer
* Marco Haussener	Principal Financial Officer
* Arnold Pezzatti	Principal Accounting Officer
* Allen Philip Hugli	Director
* Gregory Alan Cole	Director
* Bryce McCheyne Murray	Director
* Joseph Doyle	Authorized U.S. Representative
* /s/ Joseph Doyle	



**Joseph Doyle**  
**Attorney-in-Fact**

II-100

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, BRPP, LLC has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Memphis, Tennessee on February 16, 2012.

BRPP, LLC

By: Blue Ridge Paper Products, Inc., its sole member

By: /s/ John Rooney

Name: John Rooney

Title: Chief Executive Officer and President

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* John Rooney	Chief Executive Officer, President, and Director of its sole member (Principal Executive Officer)
* Ricardo Felipe Alvergue	Chief Financial Officer of its sole member (Principal Financial Officer and Principal Accounting Officer)
* Malcolm Bunday	Director of its sole member
* Allen Philip Hugli	Director of its sole member
* Thomas James Degnan	Director of its sole member
* Helen Dorothy Golding	Director of its sole member
* /s/ Joseph Doyle	
<b>Joseph Doyle</b> <b>Attorney-in-Fact</b>	



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, SIG allCap AG has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, Illinois on February 16, 2012.

SIG allCap AG

By: /s/ Rolf Stangl

Name: Rolf Stangl

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Principal Executive Officer and Director

Rolf Stangl

\*

Principal Financial Officer

Marco Haussener

\*

Principal Accounting Officer

Arnold Pezzatti

\*

Director

André Rosenstock

\*

Director

Samuel Sigrist

\*

Authorized U.S. Representative

Joseph Doyle

\* /s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, SIG Combibloc Group AG has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, Illinois on February 16, 2012.

SIG Combibloc Group AG

Name: Rolf Stangl  
By: /s/ Rolf Stangl  
Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* Rolf Stangl	Principal Executive Officer
* Marco Haussener	Principal Financial Officer
* Arnold Pezzatti	Principal Accounting Officer
* Robert Lombardini	Director
* Thomas James Degnan	Director
* Graeme Richard Hart	Director
* Dr. Jakon Höhn	Authorized U.S. Representative

Joseph Doyle

\* /s/ Joseph Doyle

**Joseph Doyle**  
**Attorney-in-Fact**

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, SIG Combibloc Procurement AG has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, Illinois on February 16, 2012.

SIG Combibloc Procurement AG

By: /s/ Rolf Stangl

Name: Rolf Stangl

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Principal Executive Officer

Rolf Stangl

\*

Principal Financial Officer

Marco Haussener

\*

Principal Accounting Officer and Director

Arnold Pezzatti

\*

Director

André Rosenstock

\*

Director

Samuel Sigrist

\*

Authorized U.S. Representative

Joseph Doyle

\* /s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**





**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, SIG Combibloc (Schweiz) AG has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, Illinois on February 16, 2012.

SIG Combibloc (Schweiz) AG

Name: Rolf Stangl  
By: /s/ Rolf Stangl  
Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* Rolf Stangl	Principal Executive Officer
* Marco Haussener	Principal Financial Officer
* Arnold Pezzatti	Principal Accounting Officer
* Wolfgang Ornig	Director
* Monika Millinger	Director
* Samuel Sigrist	Director
* Joseph Doyle	Authorized U.S. Representative
* /s/ Joseph Doyle	

**Joseph Doyle**  
**Attorney-in-Fact**

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, SIG Reinag AG has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, Illinois on February 16, 2012.

SIG Reinag AG

By: /s/ Rolf Stangl

Name: Rolf Stangl

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Principal Executive Officer

Rolf Stangl

\*

Principal Financial Officer and Director

Marco Haussener

\*

Principal Accounting Officer

Arnold Pezzatti

\*

Director

Holger Dickers

\*

Authorized U.S. Representative

Joseph Doyle

\*

/s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, SIG Schweizerische Industrie-Gesellschaft AG has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, Illinois on February 16, 2012.

SIG Schweizerische Industrie-Gesellschaft AG

By: /s/ Rolf Stangl

Name: Rolf Stangl

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Principal Executive Officer

Rolf Stangl

\*

Principal Financial Officer

Marco Haussener

\*

Principal Accounting Officer and Director

Arnold Pezzatti

\*

Director

Daniel Petitpierre

\*

Authorized U.S. Representative

Joseph Doyle

\*

/s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, SIG Technology AG has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, Illinois on February 16, 2012.

SIG Technology AG

By: /s/ Rolf Stangl

Name: Rolf Stangl

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Principal Executive Officer

Rolf Stangl

\*

Principal Financial Officer

Marco Haussener

\*

Principal Accounting Officer and Director

Arnold Pezzatti

\*

Director

Christian Alt

\*

Director

André Rosenstock

\*

Authorized U.S. Representative

Joseph Doyle

\*

/s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, SIG Combibloc Ltd. has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, Illinois on February 16, 2012.

SIG Combibloc Ltd.

By: /s/ Rolf Stangl

Name: Rolf Stangl

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* Rolf Stangl	Principal Executive Officer
* Marco Haussener	Principal Financial Officer
* Arnold Pezzatti	Principal Accounting Officer
* Karl Joseph Eagle	Director
* Frank Buchholz	Director
* André Rosenstock	Director
* Joseph Doyle	Authorized U.S. Representative
* /s/ Joseph Doyle	



**Joseph Doyle**  
**Attorney-in-Fact**

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Closure Systems International (UK) Limited has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lake Forest, Illinois on February 16, 2012.

Closure Systems International (UK) Limited

Name: Malcolm Bunday  
By: /s/ Malcolm Bunday  
Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
* Malcolm Bunday	Principal Executive Officer
* Robert Eugene Smith	Principal Financial Officer, Principal Accounting Officer and Director
Susan Foster	Director
* Francisco Javier Hernandez Munoz	Director
* Joseph Doyle	Authorized U.S. Representative
* /s/ Joseph Doyle	
<b>Joseph Doyle</b> <b>Attorney-in-Fact</b>	

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrants have duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Temple, Texas on February 16, 2012.

IVEX Holdings, Ltd.  
Kama Europe Limited

By: /s/ John McGrath

Name: John McGrath

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
*	Principal Executive Officer of each above named registrant
John McGrath	
*	Principal Financial Officer of each above named registrant
Gary Thomas	
*	Principal Accounting Officer of each above named registrant
Gino Mangione	
*	Director of each above named registrant
Paul Donald Thomas	
*	Director of each above named registrant
Stephen John Buttery	
*	Director of each above named registrant
Susan Foster	
*	Authorized U.S. Representative of each above named registrant
Joseph Doyle	

\* /s/ Joseph Doyle

**Joseph Doyle**  
**Attorney-in-Fact**

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrants have duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Temple, Texas on February 16, 2012.

J. & W Baldwin (Holdings) Limited  
Omni-Pac U.K. Limited  
The Baldwin Group Limited

By: /s/ John McGrath

Name: John McGrath

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

<b>Signature</b>	<b>Title</b>
*	Principal Executive Officer of each above named registrant
John McGrath	
*	Principal Financial Officer of each above named registrant
Gary Thomas	
*	Principal Accounting Officer of each above named registrant
Gino Mangione	
*	Director of each above named registrant
Helen Dorothy Golding	
*	Director of each above named registrant
Allen Philip Hugli	
*	Director of each above named registrant
Gregory Alan Cole	
*	Authorized U.S. Representative of each above named registrant
Joseph Doyle	

\* /s/ Joseph Doyle

**Joseph Doyle**  
**Attorney-in-Fact**

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Reynolds Consumer Products (UK) Limited has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lake Forest, Illinois on February 16, 2012.

Reynolds Consumer Products (UK) Limited

By: /s/ Victor Lance Mitchell

Name: Victor Lance Mitchell

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Principal Executive Officer

Victor Lance Mitchell

\*

Principal Financial Officer

Sandra Gleason

\*

Principal Accounting Officer

Chris Mayrhofer

\*

Director

Gregory Alan Cole

\*

Director

Helen Dorothy Golding

\*

Authorized U.S. Representative

Joseph Doyle

\* /s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**





**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, Reynolds Subco (UK) Limited has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lake Forest, Illinois on February 16, 2012.

Reynolds Subco (UK) Limited

By: /s/ Victor Lance Mitchell

Name: Victor Lance Mitchell

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Principal Executive Officer

Victor Lance Mitchell

\*

Principal Financial Officer

Sandra Gleason

\*

Principal Accounting Officer

Chris Mayrhofer

\*

Director

Gary Thomas

\*

Director

Gregory Alan Cole

\*

Director

Michael Eugene Graham

\*

Authorized U.S. Representative

Joseph Doyle

\*

/s/ Joseph Doyle

**Joseph Doyle**  
**Attorney-in-Fact**

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, SIG Combibloc Limited has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, Illinois on February 16, 2012.

SIG Combibloc Limited

By: /s/ Rolf Stangl

Name: Rolf Stangl

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Principal Executive Officer

Rolf Stangl

\*

Principal Financial Officer

Marco Haussener

\*

Principal Accounting Officer

Arnold Pezzatti

\*

Director

Malcolm Allum

\*

Director

Adrian Stanley Jackson

\*

Authorized U.S. Representative

Joseph Doyle

\*

/s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, SIG Holdings (UK) Limited has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, Illinois on February 16, 2012.

SIG Holdings (UK) Limited

By: /s/ Rolf Stangl

Name: Rolf Stangl

Title: Principal Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed on February 16, 2012 by the following persons in the capacities indicated.

**Signature**

**Title**

\*

Principal Executive Officer

Rolf Stangl

\*

Principal Financial Officer and Director

Marco Haussener

\*

Principal Accounting Officer

Arnold Pezzatti

\*

Director

André Rosenstock

\*

Director

Adrian Stanley Jackson

\*

Authorized U.S. Representative

Joseph Doyle

\*

/s/ Joseph Doyle

**Joseph Doyle  
Attorney-in-Fact**



**EXHIBIT INDEX**

<b>Exhibit Number</b>	<b>Exhibit Description</b>
2.1.*	Stock Purchase Agreement by and among Reynolds Consumer Products (NZ) Limited, Beverage Packaging Holdings (Luxembourg) III S.à r.l. and Reynolds Group Holding Inc., dated October 15, 2009
2.2.*	Stock Purchase Agreement by and between Beverage Packaging Holdings (Luxembourg) III S.à r.l. and Closure Systems International (NZ) Limited, dated October 15, 2009
2.3.*	Stock Purchase Agreement by and among Reynolds Packaging (NZ) Limited, Beverage Packaging Holdings (Luxembourg) III S.A R.L., Closure Systems International BV and Reynolds Group Holdings Inc., dated September 1, 2010
2.4.*	Asset Purchase Agreement between Whakatane Mill Limited and Carter Holt Harvey Limited, dated as of April 25, 2010
2.5.*	Reorganization Agreement by and among Carter Holt Harvey Limited, Beverage Packaging Holdings (Luxembourg) III S.A R.L., Reynolds Group Holdings Inc., Evergreen Packaging US Limited and Evergreen Packaging New Zealand Limited, dated April 25, 2010
2.6.*	Agreement and Plan of Merger between Rank Group Limited, Reynolds Group Holdings Limited, Reynolds Corporation and Pactiv Corporation, dated August 16, 2010
2.7.*	Stock Purchase Agreement by and among Cascades USA, Inc. and Reynolds Group Holdings Limited, dated as of March 3, 2011
2.8.	Stock and Unit Purchase Agreement by and among Liquid Container L.P., each of the stockholders of Liquid Container Inc., CPG-L Holdings Inc., and WCK-L Holdings Inc., and each of the limited partners of Liquid Container L.P., Graham Packaging Acquisition Corp. and Graham Packaging Acquisition Corp., dated as of August 9, 2010 (incorporated by reference to Exhibit 2.1 to Graham Packaging Company Inc. s Current Report on Form 8-K (No. 001-34621) filed August 13, 2010)
2.9.	Agreement and Plan of Merger between Reynolds Group Holdings Limited, Bucephalas Acquisition Corp. and Graham Packaging Company Inc., dated as of June 17, 2011 (incorporated by reference to Exhibit 2.1 to Graham Packaging Company Inc. s Current Report on Form 8-K (No. 001-34621) filed June 22, 2011)
2.10.	Amendment to the Agreement and Plan of Merger between Reynolds Group Holdings Limited, Bucephalas Acquisition Corp. and Graham Packaging Company Inc., dated as of June 17, 2011 (incorporated by reference to Exhibit 2.2 to Graham Packaging Company Inc. s Current Report on Form 8-K (No. 001-34621) filed June 22, 2011)
3.1.*	Constitution of Reynolds Group Holdings Limited
3.2.*	Certificate of Incorporation of Reynolds Group Issuer Inc.
3.3.*	By-Laws of Reynolds Group Issuer Inc.
3.4.*	Certificate of Formation of Reynolds Group Issuer LLC
3.5.*	Limited Liability Company Agreement of Reynolds Group Issuer LLC
3.6.*	Articles of Association of Reynolds Group Issuer (Luxembourg) S.A.
3.7.*	Certificate of Incorporation of Bakers Choice Products, Inc.
3.8.*	Second Amended and Restated By-Laws of Bakers Choice Products, Inc.
3.9.*	Third Restated Certificate of Incorporation of Blue Ridge Holding Corp.
3.10.*	Amended and Restated By-Laws of Blue Ridge Holding Corp.
3.11.*	Certificate of Incorporation of Blue Ridge Paper Products Inc.
3.12.*	The Amended and Restated By-Laws of Blue Ridge Paper Products Inc.
3.13.*	

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Amended and Restated Certificate of Incorporation of Closure Systems International Americas, Inc.

3.14.\* By-Laws of Closure Systems International Americas, Inc.

3.15.\* Certificate of Incorporation of Closure Systems International Holdings Inc.

3.16.\* By-Laws of Closure Systems International Inc. (now known as Closure Systems International Holdings Inc.)

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Exhibit Number	Exhibit Description
3.17.*	Certificate of Incorporation of Closure Systems International Inc.
3.18.*	Amended and Restated By-Laws of Closure Systems International Inc.
3.19.*	Certificate of Formation of Closure Systems Mexico Holdings LLC
3.20.*	Amended and Restated Limited Liability Company Agreement of Closure Systems Mexico Holdings LLC
3.21.*	Certificate of Formation of CSI Mexico LLC
3.22.*	Amended and Restated Limited Liability Company Agreement of CSI Mexico LLC
3.23.*	Certificate of Incorporation of CSI Sales & Technical Services Inc.
3.24.*	By-Laws of CSI Sales & Technical Services Inc.
3.25.*	Certificate of Incorporation of Evergreen Packaging Inc.
3.26.*	Amended and Restated By-Laws of Evergreen Packaging Inc.
3.27.*	Certificate of Incorporation of Evergreen Packaging International (US) Inc.
3.28.*	Amended and Restated By-Laws of Evergreen Packaging International (US) Inc.
3.29.*	Certificate of Incorporation of Evergreen Packaging USA Inc.
3.30.*	Amended and Restated By-Laws of Evergreen Packaging USA Inc.
3.31.*	Certificate of Formation of Reynolds Consumer Products Holdings LLC (formerly known as Reynolds Consumer Products Holdings Inc.)
3.32.*	Limited Liability Company Agreement of Reynolds Consumer Products Holdings LLC (formerly known as Reynolds Consumer Products Holdings Inc.)
3.33.*	Certificate of Incorporation of Reynolds Presto Products Inc. (formerly known as Reynolds Consumer Products Inc.)
3.34.*	Seconded Amended and Restated By-Laws of Reynolds Consumer Products Inc. (now known as Reynolds Presto Products Inc.)
3.35.*	Certificate of Incorporation of Reynolds Flexible Packaging Inc.
3.36.*	By-Laws of Reynolds Flexible Packaging Inc.
3.37.*	Certificate of Incorporation of Reynolds Consumer Products Inc. (formerly known as Reynolds Foil Inc.)
3.38.*	By-Laws of Reynolds Aluminum Inc. (now known as Reynolds Consumer Products Inc., formerly known as Reynolds Foil Inc.)
3.39.*	Certificate of Formation of Reynolds Food Packaging LLC
3.40.*	Amended and Restated Limited Liability Company Agreement of Reynolds Food Packaging LLC
3.41.*	Certificate of Incorporation of Reynolds Group Holdings Inc.
3.42.*	By-Laws of Reynolds Group Holdings Inc.
3.43.*	Certificate of Formation of Reynolds Packaging Holdings LLC (formerly known as Reynolds Packaging Inc.)
3.44.*	Limited Liability Company Agreement of Reynolds Packaging Holdings LLC (formerly known as Reynolds Packaging Inc.)
3.45.*	Certificate of Incorporation of Reynolds Packaging Kama Inc.
3.46.*	Amended and Restated By-Laws of Reynolds Packaging Kama Inc.
3.47.*	Certificate of Formation of Reynolds Packaging LLC
3.48.*	Amended and Restated Limited Liability Company Agreement of Alcoa Packaging LLC (now known as Reynolds Packaging LLC)
3.49.*	Certificate of Incorporation of Closure Systems International Packaging Machinery Inc.
3.50.*	By-Laws of Alcoa Packaging Machinery, Inc. (now known as Closure Systems International Packaging Machinery Inc.)
3.51.*	Certificate of Incorporation of Reynolds Services Inc.



Exhibit Number	Exhibit Description
3.52.*	By-Laws of Reynolds Services Inc.
3.53.*	Amended and Restated Certificate of Incorporation of SIG Combibloc Inc.
3.54.*	Amended and Restated By-Laws of SIG Combibloc Inc.
3.55.*	Certificate of Formation of SIG Holding USA, LLC (formerly known as SIG Holding USA, Inc.)
3.56.*	Limited Liability Company Agreement of SIG Holding USA, LLC (formerly known as SIG Holding USA, Inc.)
3.57.*	Articles of Incorporation of Southern Plastics Inc.
3.58.*	By-Laws of Southern Plastics Inc.
3.59.*	Articles of Incorporation of Ultra Pac, Inc.
3.60.*	By-Laws of Package Acquisition, Inc. (now known as Ultra Pac, Inc.)
3.61.*	Limited Liability Company Articles of Organization of BRPP, LLC
3.62.*	Operating Agreement of BRRP, LLC
3.63.*	Constitution of Whakatane Mill Australia Pty Limited
3.64.*	Articles of Association of SIG Austria Holding GmbH
3.65.*	Articles of Association of SIG Combibloc GmbH
3.66.*	Articles of Association of SIG Combibloc GmbH & Co KG
3.67.*	Twelfth Amendment and Consolidation of the Articles of Incorporation of Closure Systems International (Brazil) Sistemas de Vedação Ltda.
3.68.*	Twenty-Third Amendment and Consolidation of the Articles of Incorporation of SIG Beverages Brasil Ltda.
3.69.*	Forty-Second Amendment and Consolidation of the Articles of Incorporation of SIG Combibloc do Brasil Ltda.
3.70.*	Memorandum of Association and Articles of Association of CSI Latin American Holdings Corporation (formerly known as Alcoa Latin American Holdings Corporation)
3.71.*	Amendment and Restatement of Articles of Incorporation of Dopaco, Inc.
3.72.*	Amended and Restated By-laws of Dopaco, Inc.
3.73.*	Articles of Amalgamation of Evergreen Packaging Canada Limited
3.74.*	By-Law No. 1A of Evergreen Packaging Canada Limited
3.75.*	Certificate of Amalgamation of Reynolds Food Packaging Canada Inc.
3.76.*	Articles of Association of Evergreen Packaging (Luxembourg) S.à r.l
3.77.*	Articles of Incorporation of CSI Closure Systems Manufacturing de Centro America, S.R.L.
3.78.*	Company Agreement of Closure Systems International Deutschland GmbH
3.79.*	Articles of Association of Closure Systems International Holdings (Germany) GmbH
3.80.*	Articles of Association of SIG Beverages Germany GmbH
3.81.*	Articles of Association of SIG Combibloc GmbH
3.82.*	Articles of Association of SIG Combibloc Holding GmbH
3.83.*	Articles of Association of SIG Combibloc Systems GmbH
3.84.*	Articles of Association of SIG Combibloc Zerspanungstechnik GmbH
3.85.*	Articles of Association of SIG Euro Holding AG & Co. KgaA
3.86.*	Articles of Association of SIG Information Technology GmbH
3.87.*	Articles of Association of SIG International Services GmbH
3.88.*	Articles of Association of SIG Beteiligungs GmbH
3.89.*	Memorandum and Articles of Incorporation of SIG Asset Holdings Limited
3.90.*	Memorandum and Articles of Association of Closure Systems International (Hong Kong) Limited
3.91.*	Memorandum and Articles of Association of Evergreen Packaging (Hong Kong) Limited



Exhibit Number	Exhibit Description
3.92.*	Memorandum and Articles of Association of SIG Combibloc Limited
3.93.*	Deed of Foundation for a Single Member Limited Liability Company of Closure Systems International Holdings (Hungary) Kft.
3.94.*	Deed of Foundation for a Single Member Limited Liability Company of CSI Hungary Kft.
3.95.*	Articles of Incorporations of Closure Systems International Holdings (Japan) KK
3.96.*	Articles of Incorporations of Closure Systems International Japan, Limited
3.97.*	Updated Articles of Association of Beverage Packaging Holdings (Luxembourg) I S.A.
3.98.*	Updated Articles of Association of Beverage Packaging Holdings (Luxembourg) III S.à r.l
3.99.*	By-Laws of Bienes Industriales del Norte S.A. de C.V.
3.100.*	By-Laws of CSI en Ensenada, S. de R.L. de C.V.
3.101.*	By-Laws of CSI en Saltillo, S. de R.L. de C.V.
3.102.*	By-Laws of CSI Tecniservicio, S. de R.L. de C.V.
3.103.*	By-Laws of Evergreen Packaging Mexico, S. de R.L. de C.V.
3.104.*	By-Laws of Grupo CSI de Mexico, S. de R.L. de C.V.
3.105.*	By-Laws of Maxpack, S. de R.L. de C.V.
3.106.*	By-Laws of Reynolds Metals Company de Mexico, S. de R.L. de C.V.
3.107.*	By-Laws of Técnicos de Tapas Innovativas, S.A de C.V.
3.108.*	Articles of Association of Closure Systems International B.V.
3.109.*	Articles of Association of Evergreen Packaging International B.V.
3.110.*	Articles of Association of Reynolds Consumer Products International B.V.
3.111.*	Articles of Association of Reynolds Packaging International B.V.
3.112.*	Constitution of Kalimdor Investments Limited (now known as Whakatane Mill Limited)
3.113.*	Articles of Incorporation of SIG allCap AG
3.114.*	Articles of Incorporation of SIG Combibloc (Schweiz) AG
3.115.*	Articles of Incorporation of SIG Combibloc Group AG
3.116.*	Organizational Bylaws of SIG Combibloc Group AG
3.117.*	Articles of Incorporation of SIG Combibloc Procurement AG
3.118.*	Organizational Bylaws of SIG Combibloc Procurement AG
3.119.*	Articles of Incorporation of SIG Reinag AG
3.120.*	Articles of Incorporation of SIG Schweizerische Industrie-Gesellschaft AG
3.121.*	Articles of Incorporation of SIG Technology AG
3.122.*	Memorandum of Association of SIG Combibloc Ltd. (Thailand)
3.123.*	Articles of Association of SIG Combibloc Ltd. (Thailand)
3.124.*	Memorandum of Association of Closure Systems International (UK) Limited
3.125.*	Articles of Association of Closure Systems International (UK) Limited
3.126.*	Memorandum of Association of Ivex Holdings, Ltd.
3.127.*	Articles of Association of Ivex Holdings, Ltd.
3.128.*	Memorandum of Association of Kama Europe Limited
3.129.*	Articles of Association of Kama Europe Limited
3.130.*	Memorandum of Association of Reynolds Consumer Products (UK) Limited
3.131.*	Articles of Association of Reynolds Consumer Products (UK) Limited
3.132.*	Memorandum of Association of Reynolds SubCo (UK) Limited
3.133.*	Articles of Association Baco Consumer Products Limited (now known as Reynolds SubCo (UK) Limited)
3.134.*	Memorandum of Association of SIG Combibloc Limited



Exhibit Number	Exhibit Description
3.135.*	Articles of Association of SIG Combibloc Limited
3.136.*	Memorandum of Association of SIG Holdings (UK) Limited
3.137.*	New Articles of Association of SIG Holdings (UK) Limited
3.138.*	Articles of Incorporation of Dopaco Canada, Inc.
3.139.*	By-laws of Dopaco Canada, Inc.
3.140.*	Articles of Incorporation of Garven Incorporated.
3.141.*	By-laws of Garven Incorporated
3.142.*	Articles of Incorporation of Conference Cup Ltd.
3.143.*	By-laws of Conference Cup Ltd. .
3.144.*	Certificate of Formation of Pactiv LLC (formerly known as Pactiv Corporation)
3.145.*	Limited Liability Company Agreement of Pactiv LLC (formerly known as Pactiv Corporation)
3.146.*	Certificate of Formation of Pactiv Factoring LLC
3.147.*	Amended and Restated Limited Liability Company Agreement of Pactiv Factoring LLC
3.148.*	Certificate of Incorporation of Pactiv Germany Holdings, Inc.
3.149.*	Amended and Restated By-Laws of Pactiv Germany Holdings, Inc.
3.150.*	Certificate of Incorporation of Pactiv International Holdings Inc.
3.151.*	Amended and Restated By-Laws of Pactiv International Holdings Inc.
3.152.*	Certificate of Formation of Pactiv Management Company LLC
3.153.*	Limited Liability Company Agreement of Pactiv Management Company LLC
3.154.*	Certificate of Formation of Pactiv Retirement Administration LLC
3.155.*	Amended and Restated Limited Liability Company Agreement of Pactiv Retirement Administration LLC
3.156.*	Certificate of Formation of Pactiv RSA LLC
3.157.*	Amended and Restated Limited Liability Company Agreement of Pactiv RSA LLC
3.158.*	Certificate of Incorporation of PCA West Inc.
3.159.*	Amended and Restated By-Laws of PCA West Inc.
3.160.*	Amended and Restated Certificate of Incorporation of Prairie Packaging, Inc.
3.161.*	Amended and Restated By-Laws of Prairie Packaging, Inc.
3.162.*	Fourth Amended and Restated Certificate of Incorporation of PWP Holdings, Inc.
3.163.*	Amended and Restated By-Laws of PWP Holdings, Inc.
3.164.*	Amended and Restated Certificate of Incorporation of PWP Industries, Inc.
3.165.*	Amended and Restated By-Laws of PWP Industries, Inc. .
3.166.*	Restated Certificate of Incorporation of Newspring Industrial Corp.
3.167.*	Amended and Restated By-Laws of Newspring Industrial Corp.
3.168.*	Memorandum of Association of J. &W. Baldwin (Holdings) Limited
3.169.*	Articles of Association of J. & W. Baldwin (Holdings) Limited
3.170.*	Memorandum of Association of The Baldwin Group Limited
3.171.*	Articles of Association of The Baldwin Group Limited
3.172.*	Memorandum of Association of Omni-Pac U.K. Limited
3.173.*	Articles of Association of Omni-Pac U.K. Limited
3.174.*	Articles of Association of Omni-Pac Ekco GmbH Verpackungsmittel
3.175.*	Articles of Association of Omni-Pac GmbH Verpackungsmittel
3.176.*	Articles of Association of Pactiv Deutschland Holdinggesellschaft Mbh
3.177.*	Certificate of Incorporation of Reynolds Manufacturing, Inc.

Exhibit Number	Exhibit Description
3.178.*	By-laws of Pactiv Foodservice Mexico, S. de R.L. de C.V. (formerly known as Central de Bolsas, S. de R.L. de C.V.)
3.179.*	By-laws of Grupo Corporativo Jaguar, S.A. de C.V.
3.180.*	By-laws of Pactiv Mexico, S. de R.L. de C.V.
3.181.*	By-laws of Servicios Industriales Jaguar, S.A. de C.V.
3.182.*	By-laws of Servicio Terrestre Jaguar, S.A. de C.V.
3.183.*	Articles of Amalgamation of Pactiv Canada Inc.
3.184.*	By-Law No. 1 of Pactiv Canada Inc.
3.185.*	Certificate of Formation of BCP/Graham Holdings L.L.C.
3.186.*	Limited Liability Company Agreement of BCP/Graham Holdings L.L.C.
3.187.*	Certificate of Formation of GPC Holdings LLC
3.188.*	Limited Liability Company Agreement of GPC Holdings LLC
3.189.*	Certificate of Incorporation of Graham Packaging Company Inc.
3.190.*	By-laws of Graham Packaging Company Inc.
3.191.*	By-laws of Reynolds Manufacturing, Inc.
3.192.*	Certificate of Incorporation of RenPac Holdings Inc.
3.193.*	By-laws of RenPac Holdings Inc.
4.1.*	7.75% Senior Secured Notes due 2016 Indenture, dated as of November 5, 2009, among Reynolds Group DL Escrow Inc., Reynolds Group Escrow LLC and The Bank of New York Mellon, as trustee, principal paying agent, transfer agent, registrar and collateral agent
4.1.1.*	First Supplemental Indenture to the 7.75% Senior Secured Notes due 2016 Indenture, dated as of November 5, 2009, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto and The Bank of New York Mellon, as trustee, principal paying agent, transfer agent, registrar and collateral agent
4.1.2.*	Second Supplemental Indenture to the 7.75% Senior Secured Notes due 2016 Indenture, dated as of December 2, 2009, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto and The Bank of New York Mellon, as trustee, principal paying agent, transfer agent, registrar and collateral agent
4.1.3.*	Third Supplemental Indenture to the 7.75% Senior Secured Notes due 2016 Indenture, dated as of January 29, 2010, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto, 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
4.1.4.*	Fourth Supplemental Indenture to the 7.75% Senior Secured Notes due 2016 Indenture, dated as of February 2, 2010, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, and Closure Systems International Americas, Inc., as additional guarantor and The Bank of New York Mellon, as trustee, principal paying agent, transfer agent, registrar and collateral agent
4.1.5.*	Fifth Supplemental Indenture to the 7.75% Senior Secured Notes due 2016 Indenture, dated as of February 25, 2010, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, Closure Systems International (Hong Kong) Limited and SIG Combibloc Limited, as additional guarantors 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

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Exhibit Number	Exhibit Description
4.1.6.*	Sixth Supplemental Indenture to the 7.75% Senior Secured Notes due 2016 Indenture, dated as of March 4, 2010, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional guarantors listed thereto 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
4.1.7.*	Seventh Supplemental Indenture to the 7.75% Senior Secured Notes due 2016 Indenture, dated as of March 30, 2010, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto 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
4.1.8.*	Eighth Supplemental Indenture to the 7.75% Senior Secured Notes due 2016 Indenture, dated as of May 4, 2010, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto 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
4.1.9.*	Ninth Supplemental Indenture to the 7.75% Senior Secured Notes due 2016 Indenture, dated as of June 17, 2010, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, Whakatane Mill Australia Pty. Limited, The Bank of New York Mellon, as trustee, principal paying agent, transfer agent, registrar and original collateral agent and Wilmington Trust (London) Limited as additional collateral agent
4.1.10.*	Tenth Supplemental Indenture to the 7.75% Senior Secured Notes due 2016, dated as of September 1, 2010, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto, The Bank of New York Mellon, as trustee and collateral agent and Wilmington Trust (London) Limited, as additional collateral agent
4.1.11.*	Eleventh Supplemental Indenture to the 7.75% Senior Secured Notes due 2016, dated as of November 9, 2010, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto, The Bank of New York Mellon, as trustee and collateral agent and Wilmington Trust (London) Limited, as additional collateral agent
4.1.12.*	Twelfth Supplemental Indenture to the 7.75% Senior Secured Notes due 2016 Indenture, dated as of November 16, 2010, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto 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
4.1.13.*	Thirteenth Supplemental Indenture to the 7.75% Senior Secured Notes due 2016 Indenture, dated as of November 16, 2010, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto 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

- 4.1.14.\* Fourteenth Supplemental Indenture to the 7.75% Senior Secured Notes due 2016 Indenture, dated as of November 16, 2010, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A., certain additional note guarantors listed thereto 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

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Exhibit Number	Exhibit Description
4.1.15.*	Fifteenth Supplemental Indenture to the 7.75% Senior Secured Notes due 2016, dated as of March 2, 2011, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto, 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
4.1.16.*	Sixteenth Supplemental Indenture to the 7.75% Senior Secured Notes due 2016, dated as of April 19, 2011, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto, 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
4.1.17.*	Seventeenth Supplemental Indenture to the 7.75% Senior Secured Notes due 2016 Indenture, dated as of May 2, 2011, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto and The Bank of New York Mellon, as trustee, principal paying agent, transfer agent, registrar and collateral agent
4.1.18.*	Eighteenth Supplemental Indenture to the 7.75% Senior Secured Notes due 2016 Indenture, dated as of August 9, 2011, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto and The Bank of New York Mellon, as trustee, principal paying agent, transfer agent, registrar and collateral agent
4.1.19.*	Nineteenth Supplemental Indenture to the 7.75% Senior Secured Notes due 2016 Indenture, dated as of August 19, 2011, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto and The Bank of New York Mellon, as trustee, principal paying agent, transfer agent, registrar and collateral agent
4.1.20.*	Twentieth Supplemental Indenture to the 7.75% Senior Secured Notes due 2016 Indenture, dated as of September 8, 2011, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto and The Bank of New York Mellon, as trustee, principal paying agent, transfer agent, registrar and collateral agent
4.1.21.*	Twenty-First Supplemental Indenture to the 7.75% Senior Secured Notes due 2016 Indenture, dated as of October 14, 2011, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto and The Bank of New York Mellon, as trustee, principal paying agent, transfer agent, registrar and collateral agent
4.2.*	8.50% Senior Notes due 2018 Indenture, dated as of May 4, 2010, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., certain additional note guarantors listed thereto, The Bank of New York Mellon as trustee, principal paying agent, transfer agent and registrar and The Bank of New York Mellon, London Branch, as paying agent
4.2.1.*	First Supplemental Indenture to the 8.50% Senior Notes due 2018 Indenture, dated as of June 17, 2010, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., certain additional note guarantors listed thereto, Beverage Packaging Holdings (Luxembourg) I S.A, Whakatane Mill Australia Pty. Limited and The Bank of New York Mellon, as trustee

- 4.2.2.\* Second Supplemental Indenture to the 8.50% Senior Notes due 2018 Indenture, dated as of August 27, 2010, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., certain additional note guarantors listed thereto, The Bank of New York Mellon, as trustee, principal paying agent, transfer agent, registrar and transfer agent and The Bank of New York Mellon, as paying agent

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Exhibit Number	Exhibit Description
4.2.3.*	Third Supplemental Indenture to the 8.50% Senior Notes due 2018 Indenture, dated as of September 1, 2010, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto and The Bank of New York Mellon, as trustee
4.2.4.*	Fourth Supplemental Indenture to the 8.50% Senior Notes due 2018 Indenture, dated as of November 9, 2010, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto and The Bank of New York Mellon, as trustee
4.2.5.*	Fifth Supplemental Indenture to the 8.50% Senior Notes due 2018 Indenture, dated as of November 16, 2010, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto and The Bank of New York Mellon, as trustee, principal paying agent, transfer agent, registrar and collateral agent
4.2.6.*	Sixth Supplemental Indenture to the 8.50% Senior Notes due 2018 Indenture, dated as of November 16, 2010, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto and The Bank of New York Mellon, as trustee, principal paying agent, transfer agent, registrar and collateral agent
4.2.7.*	Seventh Supplemental Indenture to the 8.50% Senior Notes due 2018 Indenture, dated as of November 16, 2010, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto and The Bank of New York Mellon, as trustee, principal paying agent, transfer agent, registrar and collateral agent
4.2.8.*	Eighth Supplemental Indenture to the 8.50% Senior Notes due 2018 Indenture, dated as of March 2, 2011 among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto and The Bank of New York Mellon, as trustee, principal paying agent, transfer agent and registrar
4.2.9.*	Ninth Supplemental Indenture to the 8.50% Senior Notes due 2018 Indenture, dated as of April 19, 2011 among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto and The Bank of New York Mellon, as trustee, principal paying agent, transfer agent and registrar
4.2.10.*	Tenth Supplemental Indenture to the 8.50% Senior Notes due 2018 Indenture, dated as of May 2, 2011 among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto and The Bank of New York Mellon, as trustee
4.2.11.*	Eleventh Supplemental Indenture to the 8.50% Senior Notes due 2018 Indenture, dated as of August 5, 2011 among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto and The Bank of New York Mellon, as trustee
4.2.12.*	Twelfth Supplemental Indenture to the 8.50% Senior Notes due 2018 Indenture, dated as of August 9, 2011 among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto and The Bank of New York Mellon, as trustee
4.2.13.*	

- Thirteenth Supplemental Indenture to the 8.50% Senior Notes due 2018 Indenture, dated as of August 19, 2011 among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto and The Bank of New York Mellon, as trustee
- 4.2.14.\* Fourteenth Supplemental Indenture to the 8.50% Senior Notes due 2018 Indenture, dated as of September 8, 2011 among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto and The Bank of New York Mellon, as trustee

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Exhibit Number	Exhibit Description
4.2.15.*	Fifteenth Supplemental Indenture to the 8.50% Senior Notes due 2018 Indenture, dated as of October 14, 2011 among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto and The Bank of New York Mellon, as trustee
4.3.*	7.125% Senior Secured Notes due 2019 Indenture, dated as of October 15, 2010, among RGHL US Escrow I LLC, RGHL US Escrow Issuer I Inc. RGHL Escrow Issuer (Luxembourg) I S.A. and The Bank of New York Mellon, as trustee, principal paying agent, transfer agent, registrar and collateral agent, Wilmington Trust (London) Limited, as additional collateral agent and The Bank of New York Mellon, London Branch, as paying agent
4.3.1.*	First Senior Secured Notes Supplemental Indenture to the 7.125% Senior Secured Notes due 2019 Indenture, dated as of November 16, 2010, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto 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
4.3.2.*	Second Senior Secured Notes Supplemental Indenture to the 7.125% Senior Secured Notes due 2019 Indenture, dated as of November 16, 2010, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto 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
4.3.3.*	Third Senior Secured Notes Supplemental Indenture to the 7.125% Senior Secured Notes due 2019 Indenture, dated as of November 16, 2010, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto 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
4.3.4.*	Fourth Senior Secured Notes Supplemental Indenture to the 7.125% Senior Secured Notes due 2019 Indenture, dated as of November 16, 2010, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto 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
4.3.5.*	Fifth Supplemental Indenture to the 7.125% Senior Secured Notes due 2019 Indenture, dated as of January 14, 2011, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto 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
4.3.6.*	Sixth Supplemental Indenture to the 7.125% Senior Secured Notes due 2019, Indenture, dated as of March 2, 2011, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto, 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
4.3.7.*	



Seventh Supplemental Indenture to the 7.125% Senior Secured Notes due 2019, Indenture, dated as of April 19, 2011, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto, 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

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Exhibit Number	Exhibit Description
4.3.8.*	Eighth Supplemental Indenture to the 7.125% Senior Secured Notes due 2019 Indenture, dated as of May 2, 2011, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto 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
4.3.9.*	Ninth Supplemental Indenture to the 7.125% Senior Secured Notes due 2019 Indenture, dated as of August 5, 2011, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto 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
4.3.10.*	Tenth Supplemental Indenture to the 7.125% Senior Secured Notes due 2019 Indenture, dated as of August 9, 2011, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto 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
4.3.11.*	Eleventh Supplemental Indenture to the 7.125% Senior Secured Notes due 2019 Indenture, dated as of August 19, 2011, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto 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
4.3.12.*	Twelfth Supplemental Indenture to the 7.125% Senior Secured Notes due 2019 Indenture, dated as of September 8, 2011, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto 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
4.3.13.*	Thirteenth Supplemental Indenture to the 7.125% Senior Secured Notes due 2019 Indenture, dated as of September 8, 2011, among Reynolds Group Issuer Inc., Reynolds Group Issuer LLC, Reynolds Group Issuer (Luxembourg) S.A., Beverage Packaging Holdings (Luxembourg) I S.A, certain additional note guarantors listed thereto and The Bank of New York Mellon, as tru