

DATED 19 February 2015

Ball UK Acquisition Limited

as Borrower

and

Ball Corporation

as Lender

INTERCOMPANY LOAN AGREEMENT

THIS INTERCOMPANY LOAN AGREEMENT (the "**Agreement**") is made on February 19, 2015.

BETWEEN:

(1) Ball UK Acquisition Limited, a company incorporated in England registration number 9441371, whose registered office is at c/o Skadden, Arps, Slate, Meagher & Flom (UK) LLP, 40 Bank Street, Canary Wharf, London E14 5DS, United Kingdom (the "**Borrower**"); and

(2) Ball Corporation, an Indiana corporation (the "**Lender**").

RECITALS:

(A) The Borrower has asked the Lender to make loans available from its borrowings under the Loan Agreement to finance (among other things) the acquisition (the "**Acquisition**") by the Borrower of shares in Rexam PLC, a company incorporated in England and Wales (registration number 00191285) (the "**Target**"). It is anticipated that the Acquisition will be implemented by way of an Offer or a Scheme.

(B) The Borrower and the Lender have agreed upon the terms and conditions in respect of the Loans (as defined below).

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement:

"**Applicable Margin**" at any time shall have the meaning set forth in the Loan Agreement at such time plus 0.25% or shall be such other amount per annum as the Lender and the Borrower may agree from time to time;

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for business in London and New York;

"**Certain Funds Condition**" means, on any date, that on or prior to such date Lender has received from the lenders under the Loan Agreement an aggregate amount in cash equal to or greater than the amount of Loans requested by Borrower to be made on such date under this Agreement in accordance with Section 2.1;

"**Interest Period**" means each period determined under this Agreement by reference to which interest on the Loans or an overdue amount is calculated;

"**LIBOR**" means the rate per annum equal to the highest Eurocurrency Rate then in effect and accruing on Bridge Loans under the Loan Agreement on the date 2 Business Days prior to the date the relevant Loan is to be made or prior to the first day of each Interest Period;

"**Loan**" means each loan made or to be made under this Agreement or the principal amount outstanding of that loan;

"Loan Agreement" means the Bridge Loan Agreement dated on or about the date of this Agreement among the Lender, the financial institutions party thereto and Deutsche Bank AG Cayman Islands Branch, as Administrative Agent;

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006;

"Tax Deduction" means a deduction for or on account of any tax from any amount payable under this Agreement; and

"Termination Date" means the fifth anniversary of the date of this Agreement or such other date as the Lender and Borrower may from time to time agree;

1.2 Unless defined in this Agreement, or the context requires otherwise, a term defined in the Loan Agreement has the same meaning in this Agreement.

1.3 In this Agreement, unless the contrary is indicated:

1.3.1 a reference to a provision of law is to that provision as amended or re-enacted;

1.3.2 headings are for ease of reference only and do not affect the interpretation of this Agreement;

1.3.3 a reference to (or to any specified provision of) this Agreement or any other agreement or document is to be construed as a reference to that agreement or document (or that provision) as it may be amended, supplemented, novated and/or restated from time to time;

1.3.4 a **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having a separate legal personality) of two or more of the foregoing;

1.3.5 words importing the singular include the plural and vice versa;

1.3.6 a reference to a **"Party"** means a party to this Agreement;

1.3.7 **"sterling"** or **"£"** denotes the lawful currency of the United Kingdom; and

1.3.8 a reference to a time of day is a reference to London time.

2. LOANS

2.1 At the Borrower's written request in the form of Exhibit A hereto the Lender agrees, if the Certain Funds Condition has been satisfied, that it shall make Loans to the Borrower in an aggregate amount of up to £3,300,000,000 (the **"Commitment"**) from time to time during the Certain Funds Period, at the time and in the amounts specified in any such request; provided that the Commitment shall be reduced on a dollar for dollar basis as commitments under the Loan Agreement are reduced.

2.2 Each Loan may only be drawn down on a Business Day.

2.3 Following the satisfaction of the Certain Funds Condition, and upon receipt of a written request in accordance with Clause 2.1 above, the Lender shall advance the Loans to such account at such time

as is specified in such request. There shall be no conditions precedent to the advance of any Loan other than the satisfaction of the Certain Funds Condition and the receipt by the Lender of a written request from the Borrower in accordance with Clause 2.1 above.

3. USE OF FUNDS

The Borrower may only utilise the Loans drawn hereunder for or towards (whether directly or via a Subsidiary of the Borrower) (i) to pay the cash consideration for the Target Acquisition (and any related transactions) and (ii) to pay fees and expenses incurred in connection with the consummation of the foregoing.

4. CERTAIN FUNDS

During the Certain Funds Period, and notwithstanding (i) any provision to the contrary in this Agreement or (ii) that any representation given pursuant to Clause 9 (*Representations and Warranties*) may be incorrect or subsequently determined to be incorrect in any respect, the Lender shall not be entitled to:

- (a) cancel its commitments under this Agreement;
- (b) rescind, terminate or cancel this Agreement or exercise any similar right or remedy or make or enforce any claim that it may have under this Agreement;
- (c) refuse to make a Loan if the Certain Funds Condition has been satisfied;
- (d) exercise any right of set-off or counterclaim in respect of a Loan to the extent to do so would or might be expected to prevent or limit the making or use of a Loan if the Certain Funds Condition has been satisfied; or
- (e) cancel, accelerate or cause or require payment, repayment or prepayment of any amounts owing hereunder to the extent to do so would or might be expected to prevent or limit the making of a Loan,

provided that immediately upon the expiry of the Certain Funds Period all such rights, remedies and entitlements shall be available to the Lender notwithstanding that they may not have been used or been available for use during the Certain Funds Period.

5. INTEREST

- 5.1 Interest on each Loan shall accrue at a rate per annum equal to (i) LIBOR plus (ii) the Applicable Margin then in effect and applicable to Bridge Loans then outstanding under the Loan Agreement; and if no Bridge Loans are then outstanding under the Bridge Loan Agreement, the Applicable Margin shall be equal to the Total Cap, unless the Lender and Borrower otherwise agree.
- 5.2 Interest shall accrue from day to day upon the aggregate principal amount of each Loan from time to time and shall be calculated on the basis of a year of 365 days.
- 5.3 Interest Periods shall be of three months or such other duration as the Borrower and the Lender may agree from time to time, provided that the first Interest Period of each Loan made during the Certain Funds Period shall end on the date falling 12 months after the first Loan is advanced.

- 5.4 Subject to Clause 5.6, accrued interest will be payable in arrears on the last day of each Interest Period and on the Termination Date. If that day is not a Business Day, the accrued interest shall be paid on the next Business Day thereafter.
- 5.5 If the Borrower fails to pay any sum payable to the Lender under this Agreement when due, it shall pay interest on such sum from and including the due date up to and including the date of actual payment (both before and after judgment) at 2% per annum above the then Applicable Rate compounded at monthly intervals. Such interest shall be calculated on the basis of the actual number of days elapsed and a 365 day year, shall accrue from day to day and shall be payable from time to time on demand.
- 5.6 Notwithstanding any other provision herein, interest shall only be payable following the expiry of the Certain Funds Period.

6. REPAYMENT

- 6.1 Subject to Clause 6.3, the Borrower shall repay each Loan together with accrued and unpaid interest thereon and all other amounts due by it under this Agreement in full on the earlier of:
- 6.1.1 the Termination Date, and
 - 6.1.2 a date falling within 5 Business Days of written demand by the Lender to the Borrower for repayment.
- 6.2 The Borrower is not entitled to re-borrow any amount repaid.
- 6.3 No amounts shall be repaid until after the expiry of the Certain Funds Period.

7. PREPAYMENT

- 7.1 Subject to Clause 7.3, the Borrower may prepay the whole or any part of any Loan without premium or penalty.
- 7.2 The Borrower is not entitled to re-borrow any amount which is prepaid.
- 7.3 No amounts shall be prepaid until after the expiry of the Certain Funds Period.

8. PAYMENTS

- 8.1 All payments by the Borrower to the Lender in respect of a Loan shall be made in the same currency in which a Loan was advanced and in same day funds on the due date to such bank account as the Lender may from time to time specify. If any sum would otherwise become due for payment under this Agreement on a day which is not a Business Day, that sum shall become due on the next following Business Day in the same calendar month or, if none, on the immediately preceding Business Day, and interest shall be adjusted accordingly.
- 8.2 All payments by the Borrower to the Lender under this Agreement shall be made in full without set-off or counterclaim or any deduction or withholding for or on account of any present or future taxes, duties, charges or fees of any kind. If the Borrower is compelled by law to make any such deduction or withholding, the Borrower will promptly pay to the Lender such

additional amounts as will result in the net amount received by the Lender being equal to the full amount which it would have received if there had been no such deduction or withholding.

- 8.3 If the Borrower is required to make a Tax Deduction, the Borrower shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
- 8.4 Within thirty days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Borrower shall deliver to the Lender evidence reasonably satisfactory to the Lender that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.
- 8.5 Upon being reasonably requested to do so by the Borrower, the Lender shall complete any administrative formalities and documents necessary to enable the Borrower to apply under any relevant double tax treaty for authority in accordance with such treaty not to deduct or withhold from any sum payable to the Lender.
- 8.6 A certificate from the Lender as to the amount at any time due from the Borrower to it under this Agreement shall, in the absence of manifest error, be conclusive.
- 8.7 The Borrower shall, within 3 Business Days of a demand by the Lender at any time after the expiry of the Certain Funds Period, pay to the Lender the amount of any additional or increased cost which is incurred by the Lender to the extent (i) attributable to the Lender performing its obligations under this Agreement, and (ii) arises as a result of a change in (or in the interpretation, administration or application of) any law or regulation or compliance with any law or regulation made after the date of this Agreement.

9. REPRESENTATIONS AND WARRANTIES

- 9.1 The Borrower warrants and represents to the Lender that:
 - 9.1.1 it is duly incorporated has the requisite capacity, power and authority to enter into and perform its obligations under this Agreement;
 - 9.1.2 it has taken all necessary corporate action required by its articles of association to permit it to enter into and perform its obligations under this Agreement;
 - 9.1.3 this Agreement constitutes its valid and binding obligation enforceable against it in accordance with its respective terms;
 - 9.1.4 the execution and delivery of, and the performance by it of its obligations under this Agreement will not:
 - (a) result in a breach of any provision of its memorandum and articles of association;
 - (b) result in a breach of any order, judgment or decree of any court or law or regulation of any government or governmental agency to which it is a party or by which it is bound and which is material in the context of the transaction contemplated by this Agreement;or

- (c) require it to obtain any consent or approval of, or give notice to or make any registration with, any competent authority which has not been obtained or made at the date hereof both on an unconditional basis and on a basis which cannot be revoked;
- 9.1.5 no order has been made, petition presented, resolution passed or meeting convened for the purpose of considering a resolution for its winding up or for the appointment of any provisional liquidator and no petition has been presented for an administration order to be made in relation to it and no receiver (including any administrative receiver) has been appointed in respect of the whole or any part of any of its property, assets and/or undertaking;
- 9.1.6 it is not insolvent, or unable to pay its debts, nor has it stopped paying its debts as they fall due;
- 9.1.7 no voluntary arrangement has been made or proposed in respect of it; and
- 9.1.8 no proceedings or event analogous to those referred to in Clauses 9.1.5 or 9.1.6 has occurred in any applicable jurisdiction.
- 9.2 The representations and warranties contained in this Clause 9 are made on the date of this Agreement and shall be deemed to be repeated on the date a request for a Loan is made, on the date a Loan is made and on the last day of each Interest Period with reference to the facts then existing.

10. CERTAIN TAXES

The Borrower agrees to pay all stamp, documentary or similar taxes or fees which may be payable in respect of the execution and delivery or the enforcement of this Agreement which are incurred by the Lender. Notwithstanding any other provision herein, amounts under this Clause 10 shall only be payable following the expiry of the Certain Funds Period.

11. CHANGES TO THE PARTIES

- 11.1 The Borrower may not assign, transfer or encumber all or any part of its rights or obligations under this Agreement without the prior written consent of the Lender.
- 11.2 At any time following the expiry of the Certain Funds Period the Lender may assign, transfer, charge or otherwise encumber (in whole or in part) each Loan and any of its rights and obligations under this Agreement, and the Borrower hereby gives its irrevocable consent and continuing agreement thereto.

12. PARTIAL INVALIDITY

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

13. THIRD PARTY RIGHTS

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

14. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

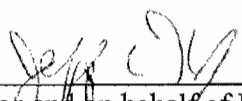
15. GOVERNING LAW

This Agreement is governed by English law.

16. JURISDICTION

The Parties to this Agreement irrevocably agree that the courts of England shall have non-exclusive jurisdiction to settle any disputes, which may arise out of, or in connection with this Agreement and that accordingly any proceedings may be brought in such courts.

This Agreement has been entered into on the date stated at the beginning of this Agreement.


For and on behalf of **BALL CORPORATION**,
as Lender

Name: Jeff A. Knobel
Title: Vice President and Treasurer

SIGNATURES

Charles E. Baker

For and on behalf of **BALL UK ACQUISITION LIMITED**,
as Borrower

Name: Charles E. Baker

Title: Sole Director

BORROWING REQUEST

[LENDER NAME AND ADDRESS]

Re: Intercompany Loan

_____ [DATE] _____

Ladies and Gentlemen:

Reference is hereby made to the Intercompany Loan Agreement dated as of February 19, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among: Ball UK Acquisition Limited (the "Borrower") and Ball Corporation, an Indiana corporation (the "Lender"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Loan Agreement. The Borrower hereby requests a Loan under the Loan Agreement, and in that connection the Borrower specifies the following information with respect to such Loan requested hereby:

1. Aggregate principal amount of Borrowing: _____
2. Date of Borrowing (which shall be a Business Day): _____, 201__
3. Location and number of the Borrower's account or any other account agreed upon by the Lender and Borrower to which proceeds of Borrowing are to be disbursed:

Account Name:

Account Number:

IBAN:

Reference:

[Signature Page Follows]

Very truly yours,

[_____]
as Borrower

By:_____

Name:

Title: