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

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): November 27, 2013

SEALED AIR CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-12139
(Commission
File Number)

65-0654331
(I.R.S. Employer
Identification No.)

200 Riverfront Boulevard
Elmwood Park, New Jersey
(Address of Principal Executive Offices)

07407
(Zip Code)

Registrant's telephone number, including area code: (201) 791-7600

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On November 27, 2013, Sealed Air Corporation (the “Company”) amended (the “Amendment”) its senior secured credit facility (as so amended, the “Amended Credit Agreement”) with the lenders party thereto, Citibank, N.A., as agent, and the other parties thereto. The amendment refinanced the term loan B facilities with a \$524.5 million term loan B dollar tranche and a €127.5 million term loan B euro tranche. In connection therewith, among other things, (i) the interest margin on each tranche was decreased by 0.75%, (ii) the minimum Eurocurrency rate under the term loan B facilities was reduced from 1.00% to 0.75%, and (iii) the Amendment provided for a six-month “soft-call” prepayment protection on the applicable term loan B tranches. The foregoing description of the Amended Credit Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, which is filed as Exhibit 10.1 hereto and incorporated by reference herein.

Forward-Looking Statements

This Current Report on Form 8-K and the information furnished herein contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements can be identified by such words as “anticipates,” “believes,” “plan,” “assumes,” “could,” “estimates,” “expects,” “intends,” “may,” “plans to,” “will” and similar expressions. These statements reflect our beliefs and expectations as to future events and trends affecting our business, our consolidated financial position and our results of operations. A variety of factors may cause actual results to differ materially from these expectations, including general domestic and international economic and political conditions; changes in our raw material and energy costs; credit ratings; the success of restructuring plans; currency translation and devaluation effects, including Venezuela; the competitive environment; the effects of animal and food-related health issues; environmental matters; and regulatory actions and legal matters. For more extensive information, see “Risk Factors” and “Cautionary Notice Regarding Forward-Looking Statements,” which appear in our most recent Annual Report on Form 10-K, as filed with the Securities and Exchange Commission, and as revised and updated by our Quarterly Reports on Form 10-Q and Current Reports on Form 8-K. While we may elect to update these forward-looking statements at some point in the future, we specifically disclaim any obligation to do so, whether as a result of new information, future events, or otherwise.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

- 10.1 Amendment No. 1, dated November 27, 2013, by and among Sealed Air Corporation and certain subsidiaries of Sealed Air Corporation party thereto, the lenders party thereto, Citibank, N.A., as agent, and the other parties thereto.

Signature

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SEALED AIR CORPORATION

Date: November 27, 2013

By: /s/ Norman D. Finch Jr.

Name: Norman D. Finch Jr.

Title: Vice President, General Counsel and Secretary

Exhibit Index

- 10.1 Amendment No. 1, dated November 27, 2013, by and among Sealed Air Corporation and certain subsidiaries of Sealed Air Corporation party thereto, the lenders party thereto, Citibank, N.A., as agent and other agents party thereto.

AMENDMENT NO. 1 TO CREDIT AGREEMENT

This AMENDMENT NO. 1 TO CREDIT AGREEMENT, dated as of November 27, 2013 (this "Amendment"), by and among the Lenders party hereto, Citibank, N.A., in its capacity as administrative agent for the Lenders (the "Agent"), Sealed Air Corporation (the "Company") as a Borrower, the other Borrowers (together with the Company, each, a "Borrower" and collectively the "Borrowers"), the other Loan Parties and the Lenders providing Replacement Term Loans party hereto.

W I T N E S S E T H :

WHEREAS, the Agent, the Lenders, the Borrowers and the other Loan Parties have entered into that certain Amended and Restated Syndicated Facility Agreement, dated as of November 15, 2012, by and among the Agent, the Lenders, the Borrowers and the other Loan Parties thereto (as from time to time amended, modified or supplemented, the "Credit Agreement") (capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement);

WHEREAS, the Borrowers and the other Loan Parties desire to modify certain terms of the Credit Agreement, including replacing and/or converting the outstanding Term B-1 Advances and Euro Term B-1 Advances with and/or into Replacement Term Loans in accordance with the terms of Section 9.01 of the Credit Agreement;

WHEREAS, by this Amendment, the Agent, the Lenders party hereto, the Borrowers and the other Loan Parties have agreed to amend the Credit Agreement as hereinafter set forth;

NOW THEREFORE, in consideration of the foregoing and the mutual agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendments to Credit Agreement. The Credit Agreement is, effective as of the Effective Date and subject to the satisfaction of the conditions precedent set forth in Section 2, hereby amended and modified as follows:

(a) Section 1.01 of the Credit Agreement shall be amended by adding the following new definitions thereto in proper alphabetical order:

"First Amendment" means that certain Amendment No. 1 to Credit Agreement, among the Borrowers, the other Loan Parties, the Agent and certain Lenders.

"First Amendment Effective Date" means the date on which all of the conditions contained in Section 2 of the First Amendment have been satisfied or waived by the Agent.

Sealed Air - Amendment No. 1

(b) Section 1.01 of the Credit Agreement is hereby amended by restating clauses (a) and (b) of the definition of “Applicable Margin” as follows:

“(a) the Term B-1 Facility, (i) 2.25% per annum for Eurocurrency Rate Advances and (ii) 1.25% per annum for Base Rate Advances; (b) the Euro Term B-1 Facility, (i) 2.75% per annum for Eurocurrency Rate Advances and (ii) 1.75% per annum for Base Rate Advances;”;

(c) Section 1.01 of the Credit Agreement is hereby amended by amending the proviso to the definition of “Eurocurrency Rate” to replace the percentage “1.00%” with the percentage “0.75%”; and

(d) Section 2.11(a)(ii) of the Credit Agreement is hereby amended by replacing each instance of the word “first” with the phrase “six-month” and each instance of the term “Restatement Effective Date” with the term “First Amendment Effective Date”.

2. Conditions Precedent. The amendments contained herein shall only be effective upon the satisfaction of each of the following conditions precedent in a manner satisfactory to Agent (the date of such satisfaction, the “Effective Date”):

(a) receipt by the Agent of a Notice of Borrowing completed by the applicable Borrowers with respect to the Replacement Term Loans, prior to the Effective Date;

(b) the execution and delivery of this Amendment by the Borrowers, the Loan Parties, the Agent and the Replacement Lenders (as defined below);

(c) receipt by the Agent of (i) Replacement Term Loans with respect to the Term B-1 Facility made by the respective financial institutions signatory hereto (the “Term B-1 Replacement Lenders”) in an aggregate principal amount equal to the aggregate principal amount of Term B-1 Advances outstanding on the Effective Date and (ii) Replacement Term Loans with respect to the Euro Term B-1 Facility made by the respective financial institutions signatory hereto (the “Euro Term B-1 Replacement Lenders”) and, together with the Term B-1 Replacement Lenders, the “Replacement Lenders”) in an aggregate principal amount equal to the aggregate principal amount of Euro Term B-1 Advances outstanding on the Effective Date; *provided that*, notwithstanding anything to the contrary above, Replacement Lenders that are Lenders under the Credit Agreement prior to the Effective Date may elect to convert outstanding Term B-1 Advances and/or Euro Term B-1 Advances into Replacement Term Loans by “cashless roll” or other similar conversion method reasonably satisfactory to the Agent (such Lenders, “Converting Lenders”);

(d) receipt by the Agent from the respective Borrowers of any interest or fees accrued and unpaid as of the Effective Date with respect to the respective Replaced Term Loans under the Term B-1 Facility and Euro Term B-1 Facility;

(e) receipt by the Agent of customary secretary’s certificates, resolutions and incumbency certificates of the Responsible Officers of Sealed Air Corporation and Diversey Europe B.V.;

(f) receipt by the Agent of a certificate from a Responsible Officer of the Borrowers and dated as of the Effective Date, certifying that (x) no Default or Event of Default has

occurred and is continuing and (y) the representations and warranties set forth in the Credit Agreement are true and correct in all material respects, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date and except to the extent that such representations and warranties are already qualified as to materiality, in which case such qualified representations and warranties shall be true and correct;

(g) receipt by the Agent, on behalf of itself, the Lenders and each Issuing Bank of a customary favorable written opinion of Simpson, Thacher & Bartlett LLP, New York counsel for the Loan Parties (A) dated the Effective Date and (B) addressed to the Agent, the Lenders and each Issuing Bank on the Effective Date;

(h) the Agent shall have received all documentation and other information that is (i) requested three Business Days prior to the Effective Date and (ii) required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including without limitation the PATRIOT Act; and

(i) the Borrowers shall have paid all invoiced accrued fees and out-of-pocket expenses of the Agent and Citigroup Global Markets Inc., as sole lead arranger in respect of this Amendment (including the reasonable fees and expenses of Shearman & Sterling LLP, counsel for the Agent).

3. Governing Law. This Amendment shall be construed in accordance with and governed by the laws of the State of New York.

4. Binding Effect. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns (it being understood, for the avoidance of doubt, that the amendments and modifications to the Credit Agreement effected hereby shall be effective as to all Lenders, other Secured Parties and any other party thereto from time to time).

5. Reference to and Effect on the Credit Agreement and the Loan Documents.

(a) On and after the effectiveness of this Amendment, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof” or words of like import referring to the Credit Agreement, and each reference in each of the other Loan Documents to “the Credit Agreement”, “thereunder”, “thereof” or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement, as amended and modified by this Amendment.

(b) The Credit Agreement and each of the other Loan Documents, as specifically amended and modified by this Amendment are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender, any Issuing Bank, any Swing Line Bank or the Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

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(d) The Converting Lenders will be deemed to be “Lenders” for all purposes under the Credit Agreement, each Converting Lender will be deemed to have converted outstanding Term B-1 Advances and/or Euro Term B-1 Advances into an Advance of Replacement Term Loans on the Effective Date, the Replacement Term Loans with respect to the Term B-1 Facility will be deemed to be “Term B-1 Advances” for all purposes under the Credit Agreement and the Replacement Term Loans with respect to the Euro Term B-1 Facility will be deemed to be “Euro Term B-1 Advances” for all purposes under the Credit Agreement.

(e) Notwithstanding anything in the Credit Agreement to the contrary, the initial Interest Period with respect to the Term B-1 Advances and the Euro Term B-1 Advances after the Effective Date shall end on December 13, 2013 and each of the undersigned, to the extent applicable, hereby waives any breakage payment owing to such Lender pursuant to Section 9.04(c) in connection with this Amendment.

(f) The Agent, the Lenders party hereto and the Loan Parties agree that this Amendment shall be a Loan Document for all purposes of the Credit Agreement (as specifically amended by this Amendment) and the other Loan Documents.

6. Waiver, Modification, Etc. No provision or term of this Amendment may be modified, altered, waived, discharged or terminated orally, but only by an instrument in writing executed by the party against whom such modification, alteration, waiver, discharge or termination is sought to be enforced or otherwise in accordance with the terms of the Credit Agreement, including Section 9.01 thereof.

7. Reaffirmation. Each Loan Party hereby (i) ratifies each of the Loan Documents to which it is party and acknowledges and reaffirms that it is bound by all terms of each Loan Document applicable to it and (ii) ratifies and reaffirms each grant of a lien on, or security interest in, its property made pursuant to the Loan Documents (including its Guaranty) and confirms that such liens and security interests continue to secure the Obligations under the Loan Documents.

8. Severability. In the event any one or more of the provisions contained in this Amendment or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

9. Headings. The Section headings used herein are for convenience of reference only, are not part of this Amendment and are not to affect the construction of, or to be taken into consideration in interpreting, this Amendment.

10. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one contract, and shall become effective as provided in Section 2. Delivery of an executed counterpart to this Amendment by facsimile transmission (or other electronic transmission (e.g., a “pdf” or “tft”) pursuant to procedures approved by the Agent) shall be as effective as delivery of a manually signed original.

Sealed Air - Amendment No. 1

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their authorized officers as of the day and year first above written.

CITIBANK, N.A., as Agent

By: /s/ Michael Zicari
Name: Michael Zicari
Title: Vice President

CITIBANK, N.A., as a Term B Lender and a Euro Term B Lender,

By: /s/ Michael Zicari
Name: Michael Zicari
Title: Vice President

Signature Page to
Amendment No. 1

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their authorized officers as of the day and year first above written.

BORROWERS:

SEALED AIR CORPORATION

By: /s/ Tod S. Christie
Name: Tod S. Christie
Title: Treasurer

CRYOVAC, INC.

By: /s/ Tod S. Christie
Name: Tod S. Christie
Title: VP & Treasurer

OTHER LOAN PARTIES:

AUTO-C, LLC

By: /s/ Tod S. Christie
Name: Tod S. Christie
Title: President

CPI PACKAGING, INC.

By: /s/ Tod S. Christie
Name: Tod S. Christie
Title: VP & President

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Amendment No. 1

CRYOVAC INTERNATIONAL HOLDINGS INC.

By: /s/ Tod S. Christie

Name: Tod S. Christie

Title: President

CRYOVAC LEASING CORPORATION

By: /s/ Tod S. Christie

Name: Tod S. Christie

Title: President

DIVERSEY, INC.

By: /s/ Tod S. Christie

Name: Tod S. Christie

Title: Vice President

DIVERSEY PUERTO RICO, INC.

By: /s/ Tod S. Christie

Name: Tod S. Christie

Title: President & Treasurer

DIVERSEY SHAREHOLDINGS, INC.

By: /s/ Tod S. Christie

Name: Tod S. Christie

Title: President & Treasurer

JDI POLYMER, LLC

By: /s/ Tod S. Christie

Name: Tod S. Christie

Title: President

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Amendment No. 1

JDI CEE HOLDINGS, INC.

By: /s/ Tod S. Christie

Name: Tod S. Christie

Title: President

JDI HOLDINGS, INC.

By: /s/ Tod S. Christie

Name: Tod S. Christie

Title: President

JWP INVESTMENTS, INC.

By: /s/ Tod S. Christie

Name: Tod S. Christie

Title: President & Treasurer

POLY PACKAGING SYSTEMS, INC.

By: /s/ Tod S. Christie

Name: Tod S. Christie

Title: Vice President & Treasurer

PROFESSIONAL SHAREHOLDINGS, INC.

By: /s/ Tod S. Christie

Name: Tod S. Christie

Title: President & Treasurer

REFLECTIX, INC.

By: /s/ Tod S. Christie

Name: Tod S. Christie

Title: Vice President & Treasurer

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Amendment No. 1

SEALED AIR CORPORATION (US)

By: /s/ Tod S. Christie
Name: Tod S. Christie
Title: Vice President & Treasurer

SEALED AIR LLC

By: /s/ Tod S. Christie
Name: Tod S. Christie
Title: President

SEALED AIR NEVADA HOLDINGS LIMITED

By: /s/ Tod S. Christie
Name: Tod S. Christie
Title: President

SEALED AIR SOLUTIONS HOLDINGS, INC.

By: /s/ Tod S. Christie
Name: Tod S. Christie
Title: Vice President & Treasurer

SHANKLIN CORPORATION

By: /s/ Tod S. Christie
Name: Tod S. Christie
Title: Vice President & Treasurer

THE BUTCHER COMPANY

By: /s/ Tod S. Christie
Name: Tod S. Christie
Title: Vice President & Treasurer

CIRAS C.V.

By: /s/ Tod S. Christie
Name: Tod S. Christie
Title: Vice President & Treasurer

SEALED AIR DE MEXICO S. DE R.L. DE C.V.

By: /s/ Arlet Jimenez Galicia

Name: Arlet Jimenez Galicia

Title: Legal Representative

SEALED AIR AMERICAS MANUFACTURING S. DE R.L.
DE D.V..

By: /s/ Arlet Jimenez Galicia

Name: Arlet Jimenez Galicia

Title: Legal Representative

SEALED AIR AMERICAS SERVICE S. DE R.L. DE C.V.

By: /s/ Arlet Jimenez Galicia

Name: Arlet Jimenez Galicia

Title: Legal Representative

DRYPAC PTY. LTD.

By: /s/ Martin Yii

Name: Martin Yii

Title: Secretary

ENTAPACK PTY. LTD.

By: /s/ Martin Yii

Name: Martin Yii

Title: Secretary

DIVERSEY AUSTRALIA PTY. LIMITED

By: /s/ Martin Yii

Name: Martin Yii

Title: Secretary

CRYOVAC AUSTRALIA PTY. LIMITED

By: /s/ Martin Yii

Name: Martin Yii

Title: Secretary

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SEALED AIR AUSTRALIA (HOLDINGS) PTY. LIMITED

By: /s/ Martin Yii

Name: Martin Yii

Title: Secretary

SEALED AIR AUSTRALIA PTY. LIMITED

By: /s/ Martin Yii

Name: Martin Yii

Title: Secretary

SEALED AIR NETHERLANDS (HOLDINGS) B.V.

By: /s/ Ronnie Thijssen

Name: Ronnie Thijssen

Title: Managing Director

SEALED AIR NETHERLANDS (HOLDINGS) I B.V.

By: /s/ Ronnie Thijssen

Name: Ronnie Thijssen

Title: Director

SEALED AIR NETHERLANDS (HOLDINGS) III B.V.

By: /s/ Ronnie Thijssen

Name: Ronnie Thijssen

Title: Director

SEALED AIR (CANADA) HOLDINGS B.V.

By: /s/ Ronnie Thijssen

Name: Ronnie Thijssen

Title: Director

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SEALED AIR B.V.

By: /s/ Ronnie Thijssen

Name: Ronnie Thijssen

Title: Director

SEALED AIR FINANCE B.V.

By: /s/ Ronnie Thijssen

Name: Ronnie Thijssen

Title: Director

CRYOVAC BRASIL LTDA

By: /s/ Alejandro Nigro

Name: Alejandro Nigro

Title: Chief Financial Officer

SONIPAR INDUSTRIAL LTDA

By: /s/ Alejandro Nigro

Name: Alejandro Nigro

Title: General Manager

SEALED AIR EMBALAGENS LTDA

By: /s/ Alejandro Nigro

Name: Alejandro Nigro

Title: General Manager

GETPACKING LIMITED

By: /s/ Michael Chapman

Name: Michael Chapman

Title: Director

SEALED AIR LIMITED

By: /s/ Michael Chapman

Name: Michael Chapman

Title: Director

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SEALED AIR LUXEMBOURG S.À.R.L

By: /s/ Michael Chapman

Name: Michael Chapman

Title: Director

SEALED AIR LUXEMBOURG (I) S.À.R.L

By: /s/ Michael Chapman

Name: Michael Chapman

Title: Director

SEALED AIR MANAGEMENT HOLDING
VERWALTUNGS GMBH

By: /s/ Hans-Otto Bosse

Name: Hans-Otto Bosse

Title: Managing Director

SEALED AIR MULTIFLEX GMBH

By: /s/ Hans-Otto Bosse

Name: Hans-Otto Bosse

Title: Managing Director

SEALED AIR VERPACKUNGEN GMBH

By: /s/ Hans-Otto Bosse

Name: Hans-Otto Bosse

Title: Managing Director

SEALED AIR GMBH

By: /s/ Hans-Otto Bosse

Name: Hans-Otto Bosse

Title: Director

SEALED NETHERLANDS (HOLDINGS) II B.V.

By: /s/ Hans-Otto Bosse

Name: Hans-Otto Bosse

Title: Director

SEALED AIR LUXEMBOURG S.C.A.

By: /s/ Hans-Otto Bosse

Name: Hans-Otto Bosse

Title: Authorized Signatory

DIVERSEY EUROPE B.V.

By: /s/ Clive Newman

Name: Clive Newman

Title: Director

DIVERSEY IP INTERNATIONAL B.V.

By: /s/ Clive Newman

Name: Clive Newman

Title: Director

DIVERSEY EUROPE OPERATIONS B.V.

By: /s/ Clive Newman

Name: Clive Newman

Title: Director

DIVERSEY HOLDINGS II B.V.

By: /s/ Clive Newman

Name: Clive Newman

Title: Director

DIVERSEY PROFESSIONAL B.V.

By: /s/ Clive Newman

Name: Clive Newman

Title: Director

DIVERSEY DEUTSCHLAND GMBH & CO OHG

By: /s/ Hans-Peter Muller

Name: Hans-Peter Muller

Title: Managing Director

DIVERSEY DEUTSCHLAND MANAGEMENT GMBH

By: /s/ Hans-Peter Muller

Name: Hans-Peter Muller

Title: Managing Director

DIVERSEY GERMANY PRODUCTION OHG

By: /s/ Hans-Peter Muller

Name: Hans-Peter Muller

Title: Director

DIVERSEY GERMANY SERVICES OHG

By: /s/ Hans-Peter Muller

Name: Hans-Peter Muller

Title: Director

SEALED AIR (CANADA) CO./CIE

By: /s/ Axel Bauer

Name: Axel Bauer

Title: President

DIVERSEY CANADA, INC.

By: /s/ Axel Bauer

Name: Axel Bauer

Title: President

DIVERSEY BRASIL INDUSTRIA QUIMICA LTDA

By: /s/ Ulisses Cason

Name: Ulisses Cason

Title: Director

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DIVERSEY B.V.

By: /s/ Jasper Hoek

Name: Jasper Hoek

Title: Director

DIVERSEY HOLDINGS LIMITED

By: /s/ David Quast

Name: David Quast

Title: Director

DIVERSEY LIMITED

By: /s/ Colin Stubbs

Name: Colin Stubbs

Title: Director

DIVERSEY MEXICO, SA DE CV

By: /s/ David Quast

Name: David Quast

Title: Director

DIVERSEY NETHERLANDS PRODUCTION B.V.

By: /s/ Ruud Niljant

Name: Ruud Niljant

Title: Director

DIVERSEY NETHERLANDS SERVICES B.V.

By: /s/ Marc ter Huurne

Name: Marc ter Huurne

Title: Director

DIVERSEY UK PRODUCTION LIMITED

By: /s/ David White

Name: David White

Title: Director

DIVERSEY UK SERVICES LIMITED

By: /s/ Helen Hughes

Name: Helen Hughes

Title: Director

SEALED AIR JAPAN G.K.

By: /s/ Shunya Itoh

Name: Shunya Itoh

Title: Executor

SEALED AIR LUXEMBOURG (II) S.À.R.L

By: /s/ Deborah MacDonald

Name: Deborah MacDonald

Title: Director

Signature Page to
Amendment No. 1