

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): April 11, 2005

Jarden Corporation

(Exact name of registrant as specified in its charter)

Delaware

0-21052

35-1828377

(State or other jurisdiction of
incorporation)

(Commission
File Number)

(IRS Employer
Identification No.)

555 Theodore Fremd Avenue, Rye, New York

10580

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code (914) 967-9400

(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))

Item 1.01 Entry into a Material Definitive Agreement.

Credit Agreement

On April 11, 2005, Jarden Corporation (the "Company") entered into
Amendment No. 1 (the "Amendment") to its Credit Agreement, dated as of January
24, 2005 among the Company, as borrower, the lenders and letters of credit
issuers party thereto, Canadian Imperial Bank of Commerce ("CIBC"), as
administrative agent, Citicorp USA, Inc., as syndication agent, and Bank of
America, N.A., National City Bank of Indiana and SunTrust Bank, as
co-documentation agents (the "Credit Agreement"). The Amendment was entered into
in order to (i) increase the amount of indebtedness permitted to be incurred by
foreign subsidiaries of the Company, (ii) allow the Company to guaranty
obligations of foreign subsidiaries under their respective local credit
facilities; and (iii) increase the maximum number of facilities increases and
maximum aggregate principal amount of incremental term loans that may be
borrowed as a facilities increase from \$300 million to \$400 million (inclusive
of the First Facilities Increase (as defined below)).

In connection with the Amendment, each guarantor under the Credit
Agreement consented to the terms of the Amendment and agreed that the terms of
the Amendment shall not affect in any way its obligations and liabilities under
any loan document (the "Consent, Agreement and Affirmation of Guaranty").

Simultaneously with the Amendment and pursuant to the terms of the
Credit Agreement, the Company obtained a facilities increase in an aggregate

principal amount of \$100 million (the "First Facilities Increase").

A copy of the Amendment and Consent, Agreement and Affirmation of Guaranty are attached to this current report on Form 8-K as Exhibits 10.1 and 10.2 respectively, and are incorporated by reference as though they were fully set forth herein. The foregoing summary description of the Amendment and the Consent, Agreement and Affirmation of Guaranty and the transactions contemplated thereby are not intended to be complete, and are qualified in their entirety by the complete text of the Amendment and the Consent, Agreement and Affirmation of Guaranty.

Employee Stock Purchase Plan

On April 12, 2005, the Company entered into an amendment (the "ESPP Amendment") to the 2003 Employee Stock Purchase Plan (the "Plan"). The ESPP Amendment provides for amendments to the Plan related to the discount offered its employees who purchase stock as part of an Employee Stock Purchase Plan.

A copy of the ESPP Amendment is attached to this current report on Form 8-K as Exhibit 10.3 and is incorporated by reference as though it were fully set forth herein. The foregoing

summary description of the ESPP Amendment is not intended to be complete, and is qualified in its entirety by the complete text of the ESPP Amendment.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an

Off-Balance Sheet Arrangement of a Registrant.

Please see the discussion in "Item 1.01. Entry into a Material Definitive Agreement" of this Form 8-K under the caption "Credit Agreement," which discussion is incorporated herein by this reference.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits. The following Exhibits are filed herewith as part of this report:

Exhibit	Description
10.1	Amendment No. 1 to the Credit Agreement dated April 11, 2005 by and among the Company and CIBC, as Administrative Agent.
10.2	Consent, Agreement and Affirmation of Guaranty.
10.3	Amendment No. 1 to the Jarden Corporation 2003 Employee Stock Purchase Plan.

SIGNATURES

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.

Dated: April 13, 2005

JARDEN CORPORATION

By: /s/ Desiree DeStefano

Name: Desiree DeStefano
Title: Executive Vice President of Finance

EXHIBIT INDEX

Number	Exhibit
10.1	Amendment No. 1 to the Credit Agreement dated April 11, 2005 by and among the Company and CIBC, as Administrative Agent.
10.2	Consent, Agreement and Affirmation of Guaranty.
10.3	Amendment No. 1 to the Jarden Corporation 2003 Employee Stock Purchase Plan.

AMENDMENT NO. 1

This AMENDMENT NO. 1, dated as of April 11, 2005 (this "AMENDMENT"), among JARDEN CORPORATION, a Delaware corporation (the "BORROWER") and Canadian Imperial Bank of Commerce ("CIBC"), as Administrative Agent (as defined below), on behalf of each Lender executing a Lender Consent (as defined below) amends certain provisions of the CREDIT AGREEMENT, dated as of January 24, 2005 (as amended, supplemented, restated or otherwise modified from time to time, the "CREDIT AGREEMENT"), among the Borrower, the Lenders and the L/C Issuers (each as defined therein) party thereto from time to time, CIBC, as administrative agent for the Lenders and the L/C Issuers (in such capacity, and as agent for the Secured Parties under the Collateral Documents, together with its successors in such capacity, the "ADMINISTRATIVE AGENT"), CITICORP USA, INC., as syndication agent for the Lenders and the L/C Issuers, and BANK OF AMERICA, N.A., NATIONAL CITY BANK OF INDIANA and SUNTRUST BANK, as co-documentation agents for the Lenders and L/C Issuers. Unless otherwise specified herein, all capitalized terms used in this Amendment shall have the meanings ascribed to such terms in the Credit Agreement.

W I T N E S S E T H:

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WHEREAS, the Borrower desires to increase the amount of Indebtedness permitted to be incurred by Foreign Subsidiaries under the Credit Agreement; and

WHEREAS, certain Foreign Subsidiaries intend to incur Indebtedness from lenders located in their respective jurisdictions of organization or formation (each, a "LOCAL CREDIT FACILITY");

WHEREAS, the Borrower desires to guaranty the obligations of each Foreign Subsidiary under its respective Local Credit Facility and to permit such guarantees to be guaranteed and secured on a pari passu basis with the Obligations; and

WHEREAS, in connection with the incurrence of the Local Credit Facilities, the applicable Foreign Subsidiaries intend to repatriate funds to the Borrower in the form of one or more dividends (such dividends, collectively, the "REPATRIATION"); and

WHEREAS, the Borrower and its Subsidiaries expect to realize tax benefits from the incurrence of the Local Credit Facilities and the Repatriation; and

WHEREAS, pursuant to Section 2.01(b) (Facilities Increase) of the Credit Agreement, the Borrower has delivered a Facilities Increase Notice (the "FIRST FACILITIES INCREASE NOTICE") to the Agents requesting a Facilities Increase in an aggregate principal amount of \$100,000,000 (the "FIRST FACILITIES INCREASE"); and

WHEREAS, the Borrower has requested that the Required Lenders waive the yield maintenance requirements specified in Section 4.04(d) (Yield Maintenance) of the Credit Agreement applicable to the First Facilities Increase and the Incremental Term Loans borrowed pursuant thereto; and

WHEREAS, the Borrower desires to increase the maximum number of Facilities Increases permitted to be made under the Credit Agreement and the maximum aggregate principal amount of the Incremental Term Loans that may be borrowed pursuant thereto (inclusive of the First Facilities Increase and the Incremental Term Loans borrowed pursuant thereto); and

WHEREAS, pursuant to Section 10.01(a) (Amendments, Etc.) of the Credit Agreement, the consent of the Required Lenders is required to effect the waiver and amendments set forth herein; and

WHEREAS, each Lender party to a Lender Consent (collectively constituting the Required Lenders) and the Administrative Agent agree, subject to the limitations and conditions set forth herein, to waive the yield maintenance requirements specified in Section 4.04(d) (Yield Maintenance) of the Credit Agreement applicable to the First Facilities Increase and the Incremental Term Loans borrowed pursuant thereto and further amend the Credit Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Waiver of Yield Maintenance Requirement. Effective as of the Effective Date (as defined below) and subject to the satisfaction of the conditions set forth in Section 4 (Conditions to Effectiveness) hereof, the Lenders executing Lender Consents, constituting the Required Lenders, and the Administrative Agent hereby waive the yield maintenance requirements specified in Section 4.04(d) (Yield Maintenance) of the Credit Agreement applicable to the First Facilities Increase and the Incremental Term Loans borrowed pursuant thereto solely to the extent necessary to permit the Incremental Term Loans borrowed pursuant to the First Facilities Increase to bear interest at the same rate of interest applicable to the Closing Date Term Loans.

Section 2. Repayment of Incremental Term Loans. Pursuant to Section 2.08(e) (Repayment of Loans), as of the Effective Date, the Borrower promises to repay the Incremental Term Loans made pursuant to the First Facilities Increase on the dates and in the amounts specified in the First Facilities Increase Notice.

Section 3. Amendments to the Credit Agreement. As of the Effective Date:

(a) Section 1.01 (Defined Terms) of the Credit Agreement is hereby amended by inserting the following definitions in such Section 1.01 in the appropriate place to preserve the alphabetical order of the definitions in such Section 1.01 (and, if applicable, the following definitions shall replace in their entirety existing definitions for the corresponding terms in such section):

"CLOSING RELATED DOCUMENTS" means, collectively, the Sponsor Equity Documents, the AHI Acquisition Documents and from and after the First Amendment Effective Date, each Local Credit Facility Guaranty.

"FIRST AMENDMENT" means that certain Amendment No. 1 to this Agreement, dated as of April 11, 2005, among the Borrower and the Administrative Agent.

"FIRST AMENDMENT EFFECTIVE DATE" means the date on which the First Amendment shall have become effective in accordance with its terms.

"FIRST FACILITIES INCREASE" means that certain Facilities Increase effectuated on the First Amendment Effective Date providing for Incremental Term Loans in an aggregate principal amount of \$100,000,000.

"LOCAL CREDIT FACILITY" means each loan or line of credit (x) made available by a Local Lender to a Foreign Subsidiary of the Borrower pursuant to the applicable Local Credit Documents and (y) guaranteed by the Borrower pursuant to a Local Credit Facility Guaranty.

"LOCAL CREDIT FACILITY DOCUMENTS" means, with respect to any Local Credit Facility, each promissory note, loan agreement, Local Credit Facility Guaranty and each other material transaction document or instrument entered into or delivered by the applicable Foreign Subsidiary,

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the Borrower and any other Subsidiary relating to or in connection with such Local Credit Facility, each in form and substance satisfactory to the Agents.

"LOCAL CREDIT FACILITY GUARANTY" means each guaranty agreement entered into by the Borrower in favor of a Local Lender, in form and substance satisfactory to the Agents, as amended, restated, supplemented or otherwise modified from time to time in accordance with this Agreement.

"LOCAL CREDIT FACILITY GUARANTY OBLIGATIONS" means the obligations, covenants and duties of the Borrower under each Local Credit Facility Guaranty.

"LOCAL LENDER" means each bank or other financial institution (in each case, reasonably acceptable to the Agents) that is located in the jurisdiction of organization or formation of the applicable Foreign Subsidiary to which such Local Lender makes a Local Credit Facility available.

"OBLIGATIONS" means (x) the Loans, the L/C Obligations and all other amounts, obligations, covenants and duties owing by the Borrower to the Administrative Agent, the Syndication Agent, the Foreign Currency Fronting Lender, any Syndicated Lender, any L/C Issuer, any Affiliate of any of them or any Indemnitee, of every type and description (whether by reason of an extension of credit, opening or amendment of a letter of credit or payment of any draft drawn or other payment thereunder, loan, guaranty, indemnification, foreign exchange or currency swap transaction, interest rate hedging transaction or otherwise), present or future, arising under this Agreement, any other Loan Document (including Cash Management Documents and Related Swap Contracts that are Loan Documents) and (y) solely for the purposes of the Guaranty and the Collateral Documents, the Local Credit Facility Guaranty Obligations owing by the Borrower to the applicable Local Lenders, and in the case of each of the foregoing clauses (x) and (y), whether such Obligations are direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired (including interest that accrues after the commencement by or against the Borrower or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding) and whether or not evidenced by any note, guaranty or other instrument or for the payment of money, including all letter of credit, cash management and other fees, interest, charges, expenses, Attorney Costs, Cash Management Obligations and other sums chargeable to the Borrower under this Agreement, any other Loan Document (including Cash Management Documents and Related Swap Contracts that are Loan Documents) and all obligations of the Borrower under any Loan Document to Cash Collateralize any L/C Obligation.

"TERM LOAN FACILITY" means the Term Loan Commitments, the facility described in Section 2.01(a) (Term Loan; Facilities Increase) providing for a Term Loan to the Borrower by the Term Loan Lenders on the Closing Date in an aggregate principal amount of \$850,000,000 and the facility described in Section 2.01(b) (Term Loan; Facilities Increase) providing for one or more Incremental Term Loans to the Borrower by the Term Loan Lenders in an aggregate principal amount not to exceed \$400,000,000.

(b) Clause (i) of Section 2.01(b)(Facilities Increase) is hereby amended and restated in its entirety to read as follows:

(i) The Borrower shall have the right to send to the Agents, after the Closing Date, a Facilities Increase Notice to request an increase in the aggregate principal amount of the Term Loan Facility (each a "FACILITIES INCREASE") to be effectuated by the disbursement of one or more

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additional Term Loans (each, an "INCREMENTAL TERM LOAN") in excess of the Closing Date Term Loan, in a principal amount not to exceed \$400,000,000 (inclusive of the First Facilities Increase) in the aggregate for all such requests; provided, however, that (A) no Facilities Increase in the Term Loan Facility shall be effective later than three years prior to Stated Closing Date Term Loan Maturity Date, (B) no Facilities Increase shall be effective earlier than 10 days after the delivery of the Facilities Increase Notice to the Agents in respect of such Facilities Increase and (C) no more than four Facilities Increases shall be made pursuant to this Section 2.01(b). Nothing in this Agreement shall be construed to obligate any Lender to negotiate for (whether or not in good faith), solicit, provide or consent to any increase in the Term Loan Commitments, and any such increase may be subject to changes in any term of this Agreement reasonably acceptable to the Agents and the Borrower.

(c) Clause (iii) of Section 4.04(c) (Conditions Precedent to Each Facilities Increase) is amended by deleting the reference therein to Section 6.14 (Financial Covenants) and inserting in lieu thereof a reference to Section 7.13 (Financial Covenants).

(d) Clause (k) of Section 7.03 (Indebtedness) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

(k) Indebtedness incurred by (i) the Borrower or any Domestic Subsidiary of the Borrower, in an aggregate outstanding principal amount for all such Persons not to exceed the Dollar Equivalent \$25,000,000 at any time, (ii) any Foreign Subsidiary of the Borrower to the extent that the Dollar Equivalent of the aggregate outstanding principal amount of such Indebtedness (including any Indebtedness

incurred pursuant to a Local Credit Facility) for all such Persons does not exceed the Dollar Equivalent of \$120,000,000 at any time and (iii) Local Guaranty Obligations of the Borrower in respect of any Local Credit Facility permitted under this Agreement; provided, however, that neither the incurrence of any Local Credit Facility nor the incurrence of any Local Credit Facility Guaranty Obligations shall be permitted unless, both immediately before and after the incurrence thereof, (A) the Borrower shall be in compliance with the financial covenants specified in Section 7.13 (Financial Covenants) on a pro forma basis after giving effect to such Indebtedness, (B) no Default or Event of Default shall have occurred and be continuing or would result therefrom and (C) all representations and warranties contained in Article V (Representations and Warranties) and in the other Loan Documents shall be true and correct in all material respects;

(e) Section 7.11 (Burdensome Agreements) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

SECTION 7.11. BURDENSOME AGREEMENTS. Enter into any Contractual Obligation that limits the ability (a) of any Subsidiary to make Restricted Payments, loans or advances to the Borrower or any Guarantor or to otherwise transfer property to the Borrower or any Guarantor, other than (solely to the extent required by any Local Lender pursuant to the applicable Local Credit Facility Documents) customary restrictions in any Local Credit Facility Documents reasonably acceptable to the Agents or (b) of the Borrower or any Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person, other than (i) standard and customary negative pledge provisions in property acquired with the proceeds of any Capital Lease or purchase money financing that extend and apply only to such acquired property and (ii) solely to the extent required by any Local Lender pursuant to the applicable Local Credit Facility Documents, limitations on the ability of the applicable Foreign Subsidiary to create, incur, assume or suffer to exist Liens on the property of such Foreign Subsidiary reasonably acceptable to the Agents.

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(f) Clause Fifth of Section 8.03 (Application of Funds) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

Fifth, ratably among the Administrative Agent, the Lenders and the Local Lenders in proportion to the respective amounts described in this clause Fifth held by them, to (i) the payment of that portion of the Obligations constituting unpaid principal of the Loans, L/C Borrowings and Local Credit Facility Guaranty Obligations, (ii) the Administrative Agent for the account of the L/C Issuers to Cash Collateralize that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit; provided that if the amounts available are insufficient to make all payments provided for in this clause Fifth, that portion allocable to clause (ii) shall be applied first to pay Outstanding Amounts of Loans, L/C Borrowings and Local Credit Facility Guaranty Obligations under clause (i) before being utilized to Cash Collateralize L/C Obligations, (iii) to the payment of that portion of the Obligations constituting Cash Management Obligations owing to the Administrative Agent, any Lender or any Affiliate of any Lender and (iv) to the payment of Swap Termination Values owing to any Lender or any Affiliate of any Lender arising under Related Swap Contracts that shall have been terminated and as to which the Administrative Agent shall have received notice of such termination and the Swap Termination Value thereof from the applicable Lender or Affiliate of a Lender;

Section 4. Conditions to Effectiveness. This Amendment shall become effective as of the date (the "EFFECTIVE DATE") on which each of the following conditions precedent shall have been satisfied:

(a) Certain Documents. The Agents shall have received each of the following, dated as of the Effective Date (unless otherwise agreed to by the Agents), in form and substance satisfactory to Agents:

(i) this Amendment duly executed by the Borrower and the Administrative Agent;

(ii) the Consent and Agreement in the form attached hereto as Exhibit A, executed by each of the Guarantors;

(iii) the Acknowledgment and Consents, in the form set forth hereto as Exhibit B (each, a "Lender Consent"), executed by the Lenders

constituting the Required Lenders;

(iv) a favorable opinion of Kane Kessler, P.C., counsel to the Borrower, in form and substance reasonably satisfactory to the Agents, addressed to the Agents and the Lenders and addressing such matters relating to this Amendment and the First Facilities Increase as any Lender through the Administrative Agent may reasonably request; and

(v) such additional documentation as the Lenders party to a Lender Consent may reasonably require.

(b) Corporate and Other Proceedings. All corporate and other proceedings, and all documents, instruments and other legal matters in connection with the transactions contemplated by this Amendment shall be satisfactory in all respects to the Agents and the Required Lenders.

(c) Representations and Warranties; No Defaults. The Agents, for the benefit of the Agents and the Lenders, shall have received a certificate of a Responsible Officer of the Borrower certifying that both before and after giving effect to this Amendment (including, without limitation, the waiver set forth in Section 1 (Waiver of Yield Maintenance Requirement)):

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(i) each of the representations and warranties set forth in Article V (Representations and Warranties) of the Credit Agreement and in the other Loan Documents shall be true and correct in all material respects on and as of the Effective Date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representation and warranties shall have been true and correct in all material respects as of such earlier date; provided, however, that references therein to the Credit Agreement shall be deemed to refer to the Credit Agreement as amended by this Amendment and after giving effect to the waiver set forth herein; and

(ii) no Default or Event of Default shall have occurred and be continuing, either on the date hereof or on the Effective Date.

(d) Fees and Expenses. The Borrower shall have paid all fees and expenses of the Agents due and payable by the Borrower pursuant to the Loan Documents as of the date hereof, including, without limitation, all costs, fees and expenses of the Agents in connection with the preparation, execution and delivery of this Amendment, including the reasonable fees and out-of-pocket expenses of counsel for the Agents with respect thereto.

Section 5. Representations and Warranties. The Borrower, on behalf of itself and the other Loan Parties, hereby represents and warrants to the Administrative Agent and each Lender as follows:

(a) The execution, delivery and performance by each Loan Party of this Amendment have been duly authorized by all requisite corporate or other action on the part of such Loan Party and will not violate any of the certificates of incorporation or by-laws (or equivalent constituent documents) of such Loan Party.

(b) This Amendment has been duly executed and delivered by each Loan Party, and each of this Amendment and the Credit Agreement as amended or otherwise modified hereby constitutes the legal, valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with their terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization and other similar Laws relating to or affecting creditors' rights generally and by the application of general equitable principles (whether considered in proceedings at Law or in equity).

Section 6. Reference to and Effect on the Loan Documents.

(a) As of the Effective Date, each reference in the Credit Agreement and the other Loan Documents to "this Agreement," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the Credit Agreement as amended by this Amendment and after giving effect to the waiver set forth in Section 1 (Waiver of Yield Maintenance Requirement).

(b) Except with respect to the waiver set forth in Section 1 (Waiver of Yield Maintenance Requirement) and to the extent amended hereby, the Credit Agreement and all of the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed.

(c) Except with respect to the waiver set forth in Section 1

(Waiver of Yield Maintenance Requirement) and to the extent amended hereby, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any Default or Event of Default or any right, power, privilege or remedy of any Agent, any Lender or any L/C Issuer under the Credit Agreement or any Loan Document, or constitute a waiver of any provision of the Credit Agreement or any Loan Document.

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(d) The Borrower hereby confirms that the security interests and Liens granted pursuant to the Loan Documents continue to secure the Obligations and that such security interests and Liens remain in full force and effect.

Section 7. Costs and Expenses. As provided in Section 10.04 (Attorney Costs, Expenses and Taxes) of the Credit Agreement, the Borrower agrees to reimburse the Agents for all reasonable fees, costs and out-of-pocket expenses, including the Attorney Costs for advice, assistance, or other representation in connection with this Amendment.

Section 8. Governing Law. This Amendment and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

Section 9. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purposes.

Section 10. Severability. The fact that any term or provision of this Agreement is held invalid, illegal or unenforceable as to any person in any situation in any jurisdiction shall not affect the validity, enforceability or legality of the remaining terms or provisions hereof or the validity, enforceability or legality of such offending term or provision in any other situation or jurisdiction or as applied to any person

Section 11. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Receipt by the Administrative Agent of a facsimile copy of an executed signature page hereof shall constitute receipt by the Administrative Agent of an executed counterpart of this Amendment.

Section 12. Waiver of Jury Trial. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AMENDMENT OR ANY OTHER LOAN DOCUMENT.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, this Amendment has been duly executed on the date set forth above.

JARDEN CORPORATION,
as Borrower

By: /s/ Desiree DeStefano

Name: Desiree DeStefano
Title: Executive Vice President of
Finance and Treasurer

CANADIAN IMPERIAL BANK OF COMMERCE,
as Administrative Agent

By: /s/ William J. Koslo, Jr.

Name: William J. Koslo, Jr.
Title: Managing Director

CONSENT, AGREEMENT AND AFFIRMATION OF GUARANTY.

Each of the undersigned Guarantors hereby consents to the terms of the foregoing Amendment (including the amendment of the definition of the Obligations) and agrees that the terms of the Amendment shall not affect in any way its obligations and liabilities under any Loan Document (as such Loan Documents are amended or otherwise expressly modified by the Amendment), all of which obligations and liabilities shall remain in full force and effect and each of which is hereby reaffirmed (as amended or otherwise expressly modified by the Amendment). The Guarantors hereby confirm that the security interests and Liens granted pursuant to the Loan Documents continue to secure the Obligations (as such term is amended by the Amendment) and that such security interests and Liens remain in full force and effect.

ALLTRISTA NEWCO CORPORATION
ALLTRISTA PLASTICS CORPORATION
BICYCLE HOLDING, INC.
HEARTHMARK, LLC
JARDEN ACQUISITION I, INC.
JARDEN ZINC PRODUCTS, INC.
LEHIGH CONSUMER PRODUCTS CORPORATION
LOEW-CORNELL, INC.
QUOIN, LLC
THE UNITED STATES PLAYING CARD COMPANY
TILIA DIRECT, INC.
TILIA INTERNATIONAL, INC.
TILIA, INC.
USPC HOLDING, INC.
AMERICAN HOUSEHOLD, INC.
AUSTRALIAN COLEMAN, INC.
BRK BRANDS, INC.
CC OUTLET, INC.
COLEMAN INTERNATIONAL HOLDINGS, LLC
COLEMAN WORLDWIDE CORPORATION
FIRST ALERT, INC.
FIRST ALERT/POWERMATE, INC.
KANSAS ACQUISITION CORP.
LASER ACQUISITION CORP.
NIPPON COLEMAN, INC.
SI II, INC.
SUNBEAM AMERICAS HOLDINGS, LIMITED
SUNBEAM PRODUCTS, INC.
THE COLEMAN COMPANY, INC.

By: /s/ Desiree DeStefano

Name: Desiree DeStefano
Title: Vice President

AMENDMENT NO. 1
TO THE
JARDEN CORPORATION
2003 EMPLOYEE STOCK PURCHASE PLAN

The following amendments are hereby made to the Jarden Corporation (the "Company") 2003 Employee Stock Purchase Plan, as amended (the "Plan"):

Section 6 of the Plan is hereby amended in its entirety and replaced by the following new Section 6:

SECTION 6. PURCHASE PRICE

"The purchase price (the "Purchase Price") at which Common Stock may be acquired in an Offering pursuant to the exercise of all or any portion of an Option shall be 95% of the Fair Market Value of the Common Stock on the Purchase Date."

Section 7 of the Plan is hereby amended in its entirety and replaced by the following new Section 7:

SECTION 7. ENROLLMENT AND PARTICIPATION IN THE PLAN

"7.1 Enrollment. An Eligible Employee shall become a Participant on the first Offering Date after satisfying the eligibility requirements and providing to the Company during the enrollment period established by the Committee (the "Enrollment Period") a payroll deduction authorization agreement prescribed by the Committee for this purpose (the "Subscription"):

(a) indicating the Eligible Employee's election to participate in the Plan;

(b) authorizing payroll deductions and stating the amount to be deducted regularly from the Participant's Eligible Compensation; and

(c) authorizing the purchase of Common Stock for the Participant in each Offering.

An Eligible Employee who does not deliver a Subscription as provided above during the first 31 days of an Enrollment Period shall not participate in the Plan for that Offering. However, an Eligible Employee may participate in a subsequent Offering in the Plan by filing a Subscription with the Company prior to or within the first 31 days of the Enrollment Period for such subsequent Offering. The Company may, from time to time, change the Enrollment Period for a future Offering as deemed advisable by the Committee for the proper administration of the Plan.

An employee who becomes eligible to participate in the Plan after an Offering has commenced shall not be eligible to participate in such Offering but may participate in any subsequent Offering, provided that such employee is still an Eligible Employee as of the commencement of any such subsequent Offering.

7.2 Duration of Participation. Once enrolled in the Plan, a Participant shall continue to participate in the Plan until he or she ceases to be an Eligible Employee, withdraws from the Plan under Section 12 or is no longer employed by the Company as provided in Section 13.2.

7.3 Grant of Option on Enrollment. Subject to the limitations set forth herein, for each Offering, a Participant shall be deemed to have been granted an option (an "Option") on the Offering Date to purchase on the Purchase Date up to the maximum number of shares of Common Stock of the Company which may be purchased by such Participant's payroll deductions accumulated during the Offering at a price equal to the Purchase Price for such Offering as determined in accordance with Section 6."

CERTIFICATION

The undersigned, being the Secretary of Jarden Corporation, a Delaware corporation, hereby certifies that the foregoing is a true and complete copy of Amendment No. 1 to the 2003 Employee Stock Purchase Plan, as duly adopted by the Board of Directors of the Company on April 12, 2005, and that said Amendment No. 1 to the Jarden Corporation 2003 Employee Stock Purchase Plan is in full force and effect on the date hereof, without further amendment or modification.

/s/ Ian G.H. Ashken

Secretary of Jarden Corporation