

STRICTLY PRIVATE AND CONFIDENTIAL

Berry Global Group, Inc. ("Berry")

101 Oakley Street
Evansville, IN 47710
United States

For the attention of: Jason Greene

1 February 2019

Dear Sirs

Project Reno

You have expressed an interest in a possible transaction in respect of and/or involving the Company, which could comprise or involve an offer to acquire some or all of the shares of the Company (the "**Proposal**"), and, in consideration of us, the members of the Group and/or our respective Agents discussing the Confidential Information with you, you hereby agree with and acknowledge and undertake to us on the terms set out below.

1. Interpretation

1.1 In this letter:

"**acting in concert**" has the meaning given to it in the Code as interpreted by the Panel in the context of the Proposal;

"**affiliates**" means, in relation to any person or entity, any person or entity who or which, directly or indirectly, controls or is controlled by, or is under common control with, such person or entity and, for the avoidance of doubt, includes any entity owned by you, and "**affiliated**" shall be construed accordingly;

"**Agents**" means directors, officers, employees, agents, partners, advisers and contractors;

"**Authorised Bank Representatives**" means (i) each of Robert Leitao and Charles Montgomerie of N M Rothschild & Sons Limited ("**Rothschild**"); (ii) Joe Hannon of Credit Suisse International ("**CS**"); and (iii) Anthony Laubi of Evercore Partners International LLP ("**Evercore**");

"**Authorised Company Representatives**" means each of Jamie Pike, Lynn Drummond and Nick Giles of the Company;

"**Authorised Representatives**" means the Authorised Bank Representatives and the Authorised Company Representatives;

"**Code**" means the City Code of Takeovers and Mergers as from time to time amended and interpreted by the Panel on Takeovers and Mergers;

"**Company**" or "**us**" or "**we**" means RPC Group plc;

“Confidential Information” means all Information relating to any member of the Group including, without limitation, Information relating to the assets, property, business, trading practices, valuations of investments, plans, proposals and/or trading prospects of any member of the Group, disclosed by or acquired in any way (and whether directly or indirectly or before, on or after the date of this letter) from us or any member of the Group or from any of our respective Agents and includes all copies of any such Information and Information prepared by you or your Agents which contains or otherwise reflects or is generated from such Information,

BUT EXCLUDING:

- (i) all Information that is in, or has (whether before, at the same time as or after disclosure to or acquisition by you, your affiliates or your respective Agents) entered, the public domain otherwise than (i) as a direct or indirect consequence of any breach of any undertaking contained in or given pursuant to this letter or (ii) which you know (or ought reasonably to have known having made reasonable enquiry) to have been disclosed in breach of any duty of confidentiality owed to us or any member of the Group or our respective Agents; and
- (ii) all Information that you can show by your or their records was properly and lawfully in your, any of your affiliates’ or your respective Agents’ possession prior to the time that it was disclosed by or acquired from us or any member of the Group or our respective Agents and provided that such Information is not known by you to be subject to any other duty of confidentiality owed to us or any member of the Group or our respective Agents;

“control” means, in relation to a person other than an individual, the ability of a second person to ensure that the activities and business of the first person are conducted in accordance with the wishes of the second person, and the second person shall be deemed to have control of the first person if that second person possesses or is entitled to acquire: (i) the majority of the issued share capital or the voting rights in the first person; or (ii) the right to receive the majority of the income of the first person on any distribution by it of all of its income or the majority of its assets on a winding up; or (iii) the right to appoint or remove more than 50% of the directors (or persons performing similar functions) of the first person, and **“controlled”** and **“controlling”** shall be construed accordingly;

“Data Breach” means any accidental, unlawful or unauthorised destruction, loss, alteration, disclosure of, or access or damage to the Personal Data or any other unauthorised or unlawful processing of the Personal Data;

“Data Protection Law” means (a) the GDPR; and (b) any other applicable data protection and privacy laws, regulations and other similar instruments in any other jurisdiction;

“GDPR” means the General Data Protection Regulation (EU) (2016/679) (as amended from time to time) and any laws and/or regulations of the United Kingdom that: (a) implement and/or exercise derogations under it; and/or (b) replace or supersede it;

“Group” means the Company and its subsidiary undertakings and associated undertakings from time to time (subsidiary undertaking and associated undertaking each having the meaning ascribed to it in the Companies Act

2006 and Schedule 6 of The Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008 respectively (but for this purpose ignoring paragraph 19(1)(b) of Schedule 6 of those Regulations));

“Information” means all information of whatever nature and in whatever form including, without limitation, in writing, orally, electronically and in a visual or machine-readable medium including CD ROM, magnetic and digital form;

“parties” means both Berry and the Company and **“party”** means either one of Berry or the Company, as the case may be;

“person” includes a reference to an individual, a body corporate, government body, association or partnership;

“Personal Data” means any personal data (as defined under applicable Data Protection Law) that is disclosed by or acquired in any way (and whether directly or indirectly, or before, on or after the date of this letter) from us or any member of the Group or from any of our respective Agents and includes all copies of any such personal data prepared by you or your Agents which contains such personal data; and

“securities” means any shares or security in the capital of the relevant company, any option to acquire any such share or security and any derivative relating to, or any rights whatsoever in respect of, any such share or securities.

- 1.2 The obligations are given by you in favour of us and each member of the Group.
- 1.3 A reference to “includes” or “including” shall mean “includes without limitation” or “including without limitation”.

2. Confidential Information

- 2.1 You will treat and keep all Confidential Information as secret and confidential and will not, without our prior written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any person (including your affiliates) other than as provided in paragraph 3. You will ensure that the Confidential Information is protected with the same security measures and degree of care that would apply to your own confidential information and in any case no less than reasonable measures and a reasonable duty of care and, with respect to Personal Data, you will also comply with paragraph 7.
- 2.2 You will not use any Confidential Information for any purpose (including, but not limited to, any competitive or commercial purpose) other than directly in connection with your appraisal of the Group for the purpose of negotiations and otherwise in connection with the Proposal.
- 2.3 You will not make, or permit or procure to be made, any copies in any form of the Confidential Information except (a) for the purpose of supplying Confidential Information to persons to whom disclosure of Confidential Information is expressly permitted by this letter; (b) with our prior written consent; or (c) as may be reasonably necessary for the purpose of

negotiating in connection with, or otherwise implementing or furthering, the Proposal.

3. Exceptions and restrictions

3.1 The restrictions in sub-paragraph 2.1 do not apply to the disclosure of Confidential Information:

(A) to your affiliates, or to your or their respective Agents, who in each case, in your reasonable opinion, strictly need to receive and consider Confidential Information for the purposes of the Proposal;

(B) between you or any of your affiliates and your respective Agents to the extent it is strictly necessary for the purposes of the Proposal;

(C) to:

(i) a provider or prospective provider of debt financing in connection with the Proposal, any rating agent and any of their respective Agents; and

(ii) a prospective equity syndicatee or minority co-investor and its Agents,

in each case who, in your reasonable opinion, strictly needs to receive and consider the Confidential Information for the purposes of evaluating the Proposal and its financing or such syndication or co-investment, as the case may be; and provided that in the case of a prospective equity syndicatee or minority co-investor or its Agents, we have given our prior consent to such disclosure, such consent not to be unreasonably withheld or delayed; or

(D) which is required to be disclosed by law or the rules of, or at the request of, any applicable regulatory, governmental or supervisory organisation or otherwise in connection with any judicial, regulatory or administrative proceeding (including, for the avoidance of doubt, disclosure to any regulatory, governmental or supervisory organisation with whom consultation is reasonably required in connection with the implementation of the Proposal) (but subject to paragraph 5).

3.2 You will ensure that where Personal Data is disclosed by you under sub-paragraphs 3.1(A), 3.1(B) or 3.1(C) of this letter, disclosure of Personal Data is limited to those persons who need access to the Personal Data for the purposes specified in sub-paragraph 3.1 and that access will only be granted to such part or parts of the Personal Data as is strictly necessary in relation to such purposes.

3.3 You will ensure that each person to whom any Confidential Information is disclosed by you in accordance with sub-paragraph 3.1(A), 3.1(B) and 3.1(C) is provided with a copy of this letter and observes its terms (other than, in the case of a person to whom Confidential Information is disclosed under paragraph 3.1(C), the terms of paragraph 6.2) as if they were a party to the letter and had undertaken the same obligations as are undertaken by you

(other than, in the case of a person to whom Confidential Information is disclosed under paragraph 3.1(C), the terms of paragraph 6.2), provided that:

- (A) any proceedings to enforce a breach of such terms against any of your affiliates, or your or their employees, directors, officers, limited partners, members or controlling persons, will be brought against you only; and
- (B) there shall be no such requirement to the extent that:
 - (i) the relevant recipient is subject to professional obligations to maintain the confidentiality of the Confidential Information;
 - (ii) the relevant recipient enters into a confidentiality agreement (on substantially the same terms as this letter) in connection with the Confidential Information with the Company; or
 - (iii) the Company has binding and enforceable rights against the relevant recipient (the effect of which is the same as the rights the Company would have against the relevant recipient if it had entered into a confidentiality agreement with the Company).

3.4 You will be responsible for any breach of the terms of this letter (other than, in the case of a person to whom Confidential Information is disclosed under paragraph 3.1(C), the terms of paragraph 6.2) by any person to whom you disclose Confidential Information in accordance with sub-paragraph 3.1(A), 3.1(B) or 3.1(C), save to the extent that such recipient enters into a confidentiality agreement with the Company in connection with the Confidential Information.

4. Records and return of Confidential Information

You will, upon written demand by us:

- (A) within seven days of such demand, destroy or return (or procure the destruction or return) at your option to us all hard copy documents and all other materials which are in a form reasonably capable of delivery containing or reflecting any Confidential Information and all copies thereof which have been made by or on behalf of you or your Agents having received such Confidential Information (other than your or your Agent's own proprietary Information, which you or they will destroy); and
- (B) ensure that where Confidential Information has not been returned or destroyed under sub-paragraph (A) above (other than where the disclosure of Confidential Information is being sought pursuant to sub-paragraph 3.1(D)), no step will be taken to access or recover such Confidential Information from any computer, word-processor, telephone or other device containing such information or which is otherwise stored or held in electronic, digital or other machine readable form. You will continue to hold such Confidential Information subject to the terms of this letter.

Notwithstanding the obligations in this paragraph, you and your Agents will be entitled to retain such copies of such Information as is: (i) required to be retained by law or the rules of any applicable regulatory, governmental or supervisory organisation or professional body to which you or they are subject and such Information will continue to be held subject to the terms of this letter; and/or (ii) contained in any electronic file created pursuant to any routine back-up or archiving procedures so long as such file is not generally accessible beyond the need for disaster recovery or similar operations; and/or (iii) required to be maintained by any bona fide existing and generally-applicable compliance or document retention policy or procedures to which you or your Agents (as applicable) are subject, and such Confidential Information will continue to be held subject to the terms of this letter.

The obligations in this paragraph 4 shall not apply to any advice (whether privileged or otherwise) received from legal advisers that contains, refers to or reflects (or is generated from) Confidential Information, but in each case such Confidential Information that is retained will continue to be held subject to the terms of this letter.

5. Announcements and disclosure

- 5.1 Subject to sub-paragraphs 5.2 and 5.3, and other than as provided by paragraph 3, you will not make, or permit or procure to be made or solicit or assist any other person to make, any announcement or disclosure of any Confidential Information without our prior written consent.
- 5.2 If you become (or it is reasonably likely that you will become) compelled by law or the rules of any applicable regulatory, governmental or supervisory organisation to whose jurisdiction you are subject or otherwise in connection with any judicial, regulatory or administrative proceeding (the “**Applicable Rules**”), to disclose any Confidential Information, you will, save to the extent prohibited by law or the Applicable Rules, promptly notify us so that we may seek any appropriate means to prevent or minimise that disclosure or waive compliance with the provisions of this letter and you will co-operate with us and take such steps as we may reasonably require for that purpose.
- 5.3 Where you make disclosure of Confidential Information under sub-paragraph 5.2, the disclosure will, save to the extent prohibited by law or the Applicable Rules and only where reasonably practicable to do so, be made only after prompt consultation with us and after reasonably taking into account our requirements as to its timing, content and manner of making. Furthermore, subject to law and the Applicable Rules, and to the extent reasonably practicable, you will disclose only that portion of the relevant Confidential Information which your legal advisers advise in writing must by law or the Applicable Rules be disclosed.
- 5.4 Where in accordance with sub-paragraph 5.3, you are prohibited from consulting with us before disclosure is made you will, save to the extent prohibited by law or the Applicable Rules, inform us of the circumstances, timing, content and manner of making of the disclosure promptly after such disclosure has been made. The requirements under sub-paragraphs 5.2 and

5.3 shall not apply where disclosure is in connection with a routine audit or examination where such audit or examination does not reference the Company or this letter.

- 5.5 You will, save to the extent prohibited by law or the Applicable Rules, promptly notify us of the full circumstances of any breach, or threatened breach, of this letter upon becoming aware of such breach or threatened breach.
- 5.6 Any notification required pursuant to this letter will be made by email to the person whose contact details are set out at the end of this letter or to such other person or contact details as you may be notified in writing from time to time.
- 5.7 Nothing in this letter shall restrict you from:
- (A) disclosing Confidential Information to the Panel; or
 - (B) at the request of the Panel, making an announcement (which makes reference to any other Confidential Information).

6. Approaches

- 6.1 Subject to sub-paragraph 6.3, you will only make contact in connection with the Proposal in respect of the Company: (i) with the Authorised Representatives or such other person as we may notify to you in writing from time to time; and (ii) if prior approval is given by an Authorised Company Representative or an Authorised Bank Representative, with Pim Vervaat, Simon Kesterton and/or any other member of the Company's executive management team. Save to the extent provided for in the previous sentence or otherwise in this letter, you undertake that you will not, without our prior written consent, directly or indirectly initiate or engage in or have any contact of any kind whatsoever in connection with the Proposal with any of the directors or employees of any member of the Group.
- 6.2 Subject to sub-paragraph 6.3, until 22 August 2019, you will not without our prior consent directly or indirectly solicit, endeavour to entice away or offer to employ or to enter into any contract for services with any person who is at any time during that period working for us or any other member of the Group (as an employee) either in a senior capacity or of whom Berry first acquired knowledge in connection with the negotiations relating to the Proposal, whether or not that person would commit any breach of his or her contract by ceasing to work for us or the member of the Group concerned.
- 6.3 Nothing in sub-paragraphs 6.1 or 6.2 will prevent you from:
- (A) considering or accepting an application made by any such person or employee (i) in response to a recruitment advertisement published generally and not specifically directed at the employees of any member of the Group; or (ii) as a result of the use of or recommendation by an independent employment agency or existing service provider (to the extent that such employment agency or service provider was not directed (whether on a specific or generic

basis) to solicit or recommend the employees of any member of the Group); or

- (B) employing any persons who approach you for employment or retention without prior solicitation by you.

7. Personal Data

7.1 You acknowledge that Confidential Information may include Personal Data, the handling or processing of which may be subject to the requirements of the Data Protection Law. Without limitation to any other term of this letter, in relation to the Personal Data, you will:

- (A) comply with all relevant provisions of Data Protection Law;
- (B) implement appropriate technical and organisational measures to ensure the processing of Personal Data meets the requirements of the GDPR and to ensure the protection of the rights of the data subject;
- (C) on becoming aware of a Data Breach, promptly notify us of such Data Breach; and
- (D) promptly notify us if you receive any communication (a) which relates to your or our breach of Data Protection Law in respect of the Personal Data; or (b) from any individual whose Personal Data you or your Agents process or from any person acting on behalf of such individual.

8. Duration

Except where expressly provided otherwise in the terms of this letter, the obligations undertaken by you under this letter will expire on 22 February 2020, irrespective of whether negotiations between us regarding the Proposal terminate, provided that if the Proposal is successfully completed by you or any of your affiliates then the obligations contained in and the terms of this letter will cease to have effect.

9. Principal

You confirm that you are acting in this matter as principal and not as nominee, agent or broker for or acting in concert with (other than persons presumed to be acting in concert with you as determined by the Code) any other person and that you will be responsible for your own costs whether incurred by yourself or your Agents in considering or pursuing the Proposal (whether or not it proceeds) and in complying with the terms of this letter.

10. No Representations

10.1 You acknowledge that no responsibility is accepted, and no representation, undertaking or warranty is made or given, in either case expressly or impliedly, by us or by any member of the Group or our respective Agents as to the accuracy or completeness of the Confidential Information or any other Information supplied or as to the reasonableness of any assumptions on

which any of the same is based or the use of any of the same. You further acknowledge that you will be responsible for making your own decisions on the Confidential Information and the Proposal. Accordingly, you agree that neither we nor any member of the Group nor our respective Agents will be liable for any direct, indirect or consequential loss or damage suffered by any person resulting from the use of the Confidential Information or any other Information supplied, or for any opinions expressed by any of them, or any errors, omissions or misstatements made by any of them in connection with the Proposal. You agree that you will not place any reliance on any statement, representation, warranty or covenant (written, oral or in any other media) made by us or any member of the Group or our respective Agents in connection with the Confidential Information, the Proposal or any other matter contemplated hereby. Each statement in this paragraph applies unless otherwise agreed in writing, but has no application in the case of fraud.

- 10.2 You acknowledge that CS, Evercore and Rothschild are acting as financial advisers to the Company. You hereby agree that neither CS, Evercore or Rothschild and their affiliates will have any liability or obligation whatsoever to you or your affiliates in connection with the Proposal and you hereby agree on behalf of yourself and your affiliates to waive any claim against CS, Evercore and/or Rothschild and their affiliates and their respective directors, employees and representatives in connection with the Proposal. Further, CS, Evercore and Rothschild will be able to enforce their rights under this paragraph, without the Company's consent, pursuant to the Contracts (Rights of Third Parties) Act 1999 and the provisions of this paragraph shall survive any modification, completion or termination of this letter.

11. Expertise

You confirm that you are a person who:

- (A) is an investment professional within the meaning of Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (“the Order”); or
- (B) falls within Article 49(2)(a) to (d) (“high net worth companies, unincorporated associations etc.”) of the Order; or
- (C) is situated outside of the United Kingdom,

and that you are able to receive the Confidential Information without contravention of any registration requirements or other legal restrictions in the jurisdictions in which you reside or conduct business.

12. Insider dealing and market abuse

You acknowledge and agree that:

- (A) the Confidential Information is provided to you in confidence and you will not engage in any behaviour while in possession of the Confidential Information which would amount to market abuse for the

purposes of, or is otherwise prohibited under, Regulation (EU) No 596/2014 on market abuse; and

- (B) the Proposal and some or all of the Confidential Information may constitute inside information for the purposes of the Criminal Justice Act 1993 (“**CJA**”). You acknowledge that, subject to and in accordance with applicable law, you may not deal in securities that are price-affected securities (as defined in the CJA) in relation to any such inside information, encourage another person to deal in price-affected securities or disclose the information except as permitted by the CJA before the Confidential Information has been made public.

13. Contracts (Rights of Third Parties) Act 1999

- 13.1 The provisions of this letter confer benefits on the persons specifically referred to in sub-paragraphs 1.2 and 10.2 (each, a “**Third Party**”) and, subject to the remaining terms of this paragraph 13, are intended to be enforceable by each Third Party (with, in the case of other Agents, our prior written consent) by virtue of the Contracts (Rights of Third Parties) Act 1999. With the exception of the rights of Third Parties under paragraphs 1.2 and 10.2, no term of this letter is enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 13.2 Notwithstanding sub-paragraph 13.1 of this letter, this letter may be rescinded or varied in any way and at any time without the consent of any Third Party. The rights of the relevant Third Parties under paragraphs 1.2 and 10.2 are subject to the terms of paragraphs 8 and 14.12.

14. General

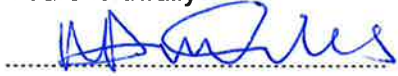
- 14.1 In the event that the Company is obliged, pursuant to Rule 21.3 of the Code, to give Information provided to you (or to your Agents) to another offeror or potential offeror, you undertake that, in accordance with Note 3 to Rule 21.3 and Rule 21.4 of the Code, you will cooperate and will procure that your relevant Agents cooperate, with the Company and its Agents in assembling the required information.
- 14.2 You acknowledge and agree that we may announce that we are in discussions with one or more third parties in relation to the Proposal or in connection with any other potential transaction involving the Company.
- 14.3 You acknowledge and agree that damages alone may not be an adequate remedy for any breach of this letter and/or breach of confidence. Accordingly, we may be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this letter and/or breach of confidence. Furthermore, you acknowledge and agree that you will not raise any objection to the application by any member of the Group or its Agents for any such remedies.
- 14.4 No failure or delay in exercising any right, power or privilege under this letter will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege

under this letter or otherwise. No waiver granted by us, any member of the Group or our respective Agents in respect of any action taken by you will be effective unless agreed in writing by us. No modification to or termination of this letter will be effective without the written consent of each party.

- 14.5 To the extent that any Confidential Information is covered or protected by privilege, then disclosing such Information to you or otherwise permitting disclosure of it does not constitute a waiver of privilege or any other rights which we or any member of the Group or our respective Agents may have in respect of such Confidential Information.
- 14.6 The rights, powers and remedies provided in this letter are cumulative and not exclusive of any rights, powers and remedies provided by law.
- 14.7 This letter is personal to each party and may not be assigned or transferred by a party to any third party without the prior written consent of the other party. Subject to the foregoing, this letter will enure to the benefit of, and be enforceable by, each party's successors and permitted assigns and you agree to procure that its terms are observed by any successors and permitted assigns of your business or interests or any part thereof as if they had been party to this letter.
- 14.8 You acknowledge and agree that no right or licence is granted to you in relation to the Confidential Information except as expressly set forth in this letter.
- 14.9 The provisions of this letter will be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions will remain enforceable to the fullest extent permitted by law.
- 14.10 Any consent to be given by either party under the terms of this letter may be given on such terms as it reasonably determines or may not be given.
- 14.11 This letter may be executed in any number of counterparts and by the parties to it on separate counterparts, but will not be effective until each party has executed at least one counterpart. Each counterpart will constitute an original of this letter, but all the counterparts will together constitute but one and the same instrument.
- 14.12 This letter is to be governed by, and construed in accordance with, English law. Any matter claim or dispute arising out of or in connection with this letter, whether contractual or non-contractual, and the relationship between the parties and the conduct of any negotiations in relation to the Proposal are to be governed by and determined in accordance with English law. Each party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this letter or the relationship between the parties or the conduct of any negotiations in relation to the Proposal. You hereby irrevocably appoint the person identified below as your agent for service of process in England and Wales and shall notify the Company of any change.

We should be grateful if you would confirm your acceptance of the terms of this letter by signing and returning to us the enclosed copy of this letter.

Yours faithfully



Nick Giles
Company Secretary
RPC Group Plc

n.giles@rpc-group.plc.uk

(For the purposes of sub-paragraph 5.6)

[On the copy]

To: RPC Group plc

We agree to the matters set out in your later dated 1 February 2019 (of which this is a copy).

For and on behalf of
Berry Global Group, Inc.

By:



Name:

Jason K. Grosse

Title:

Chief Legal Officer

Dated:

February 1, 2019

Agent for service of process:

Berry Global
Blackwater Trading Estate, The Causeway
Maldon, CM9 4GG
UK