

**GOLDMAN SACHS LENDING
PARTNERS LLC
GOLDMAN SACHS BANK USA**
200 West Street
New York, NY 10282-2198

**WELLS FARGO BANK,
NATIONAL ASSOCIATION
WELLS FARGO SECURITIES, LLC**
550 South Tryon Street
Charlotte, NC 28202

March 8, 2019

Berry Global, Inc.
101 Oakley Street
Evansville, Indiana 47710
Attention: Mark W. Miles,
Chief Financial Officer

Project Reno Structuring Fee Letter

Ladies and Gentlemen:

This letter (this "**Letter**") is provided to Berry Global, Inc., a Delaware corporation (the "**Company**"), Goldman Sachs Bank USA ("**GS Bank**"), Goldman Sachs Lending Partners, LLC ("**GSLP**" and together with GS Bank, each acting through itself or one of its affiliates, "**Goldman Sachs**") and Wells Fargo Bank, National Association ("**WF Bank**"), in connection with (i) the Term Loan Credit Agreement, March 8, 2019, among the Company, GS Bank, as administrative agent, and Goldman Sachs and WF Bank, as initial lenders thereunder (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), (ii) the First Lien Bridge Credit Agreement, March 8, 2019, among the Company, GS Bank, as administrative agent, and Goldman Sachs and WF Bank, as initial lenders thereunder (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "**First Lien Bridge Agreement**"), and (iii) the Second Lien Bridge Credit Agreement, March 8, 2019, among the Company, WF Bank, as administrative agent, and Goldman Sachs and WF Bank, as initial lenders thereunder (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "**Second Lien Bridge Agreement**" and, together with the First Lien Credit Facility and the First Lien Bridge Facility, the "**Facilities**"). Terms used in this Letter that are defined in the Facilities have the meanings given therein, unless otherwise defined herein.

1. **Structuring Fee.**

As consideration for the services of the Lead Arrangers in respect of structuring the Facilities, you agree to pay to the Lead Arrangers, for their own account, a structuring fee (the "**Structuring Fee**") equal to 0.20% of the aggregate amount of the commitments of the Facilities (other than with respect to the Backstop Term Loan Commitments) as of the date hereof; provided that if a Successful Syndication occurs on or prior to July 31, 2019, the Structuring Fee will be reduced to 0.175%. The Structuring Fee shall be divided among the Lead Arrangers based on the pro rata share of the commitments of the Initial Lenders affiliated with such Lead Arrangers. The Structuring Fee will be earned and payable in full on the Closing Date.

You agree that, once paid, the Structuring Fee or any part thereof payable hereunder will not be refundable under any circumstances and shall be in addition to any other fees, costs and expenses payable pursuant to the Fee Letters. All fees payable hereunder will be paid in immediately available funds and shall not be subject to reduction by way of setoff or counterclaim. All fees received by us hereunder may

be shared among our affiliates as we may determine in our sole discretion. In addition, all such payments shall be made without deduction for any taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any national, state or local taxing authority, or will be grossed up by you for such amounts. All fees payable hereunder will be paid in the currency of the applicable commitment under the Term Loan Agreement, the First Lien Bridge Agreement or the Second Lien Bridge Agreement, as applicable.

Notwithstanding anything to the contrary contained in this Letter, the Facilities or any other letter agreement or undertaking concerning the financing of the Acquisition, compliance with any of the provisions set forth in this Letter shall not constitute a condition to the commitments under, or the funding of, the Facilities on the Closing Date.

2. **Assignments.** This Letter may not be assigned by any party hereto without the prior written consent of each other party hereto (and any purported assignment without such consent will be null and void); *provided* that notwithstanding anything herein to the contrary, (i) assignments between Goldman Sachs Bank USA, Goldman Sachs International Bank and Goldman Sachs Lending Partners LLC shall be permitted and (ii) assignments between Wells Fargo Bank, National Association, Wells Fargo Securities International Limited and Wells Fargo Securities, LLC shall be permitted. This Letter is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto (and the Indemnified Parties).

3. **Miscellaneous.**

(a) No party has been authorized by the Lead Arrangers to make any oral or written statements that are inconsistent with this Letter. This Letter may not be amended or any term or provision hereof or thereof waived or modified except by an instrument in writing signed by each of the parties hereto.

(b) This Letter may be executed in any number of counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Letter by facsimile transmission or electronic transmission (in pdf format) will be effective as delivery of a manually executed counterpart hereof. This Letter is the only agreement that has been entered into among the parties hereto with respect to the Facilities and set forth the entire understanding of the parties with respect thereto and supersede any prior written or oral agreements among the parties hereto with respect to the Facilities.

(c) The parties hereto acknowledge and agree that the choice of law, jurisdiction and waiver of jury trial provisions set forth in Sections 11 and 12 of the Fee Letters will apply to this Letter as if set forth herein in full, *mutatis mutandis*.

[Signature Pages Follow]

We are pleased to have been given the opportunity to assist you in connection with this important financing.

Very truly yours,

GOLDMAN SACHS BANK USA

By: 

Name: **Robert Ehudin**

Title: **Authorized Signatory**

**GOLDMAN SACHS LENDING PARTNERS
LLC**

By: 

Name:

Title: **Robert Ehudin**

Authorized Signatory

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: Kay Reedy
Name: Kay Reedy
Title: Managing Director

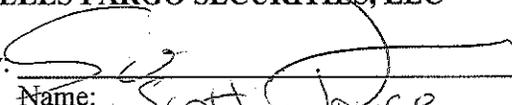
WELLS FARGO SECURITIES, LLC

By: _____
Name:
Title:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: _____
Name:
Title:

WELLS FARGO SECURITIES, LLC

By:  _____
Name: Scott Joyce
Title: Managing Director

ACCEPTED AND AGREED AS OF
THE DATE FIRST ABOVE-WRITTEN:

BERRY GLOBAL, INC.

By: 

Name: Mark W. Miles

Title: Chief Financial Officer and Treasurer