

MASTER ASSIGNMENT AND ACCEPTANCE

This Master Assignment and Acceptance (the “Assignment and Acceptance”) is dated as of the Effective Date set forth below and is entered into by and between each Assignor (as defined below) and Bank of America, N.A. (the “Assignee”). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Acceptance as if set forth herein in full.

For an agreed consideration, each Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the respective Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of such Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all such outstanding rights and obligations of such Assignor under the respective facilities identified below and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of such Assignor (in its capacity as a Lender) against any person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the “Assigned Interest”). Such sale and assignment is without recourse to each Assignor and, except as expressly provided in this Assignment and Acceptance, without representation or warranty by the Assignor.

1. Assignors (the “Assignors”): GOLDMAN SACHS LENDING PARTNERS LLC
GOLDMAN SACHS BANK USA
WELLS FARGO BANK, NATIONAL ASSOCIATION
2. Assignee: BANK OF AMERICA, N.A.
3. Borrower: BERRY GLOBAL, INC.
4. Administrative Agent: Wells Fargo Bank, National Association, as Administrative Agent under the Credit Agreement
5. Credit Agreement: Second Lien Bridge Credit Agreement dated as of March 8, 2019 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among BERRY GLOBAL GROUP, INC. (formerly known as

Berry Plastics Group, Inc.), a Delaware corporation (“Holdings”), BERRY GLOBAL, INC. (formerly known as Berry Plastics Holding Corporation), a Delaware corporation (the “Borrower”), the LENDERS party thereto from time to time and Wells Fargo Bank, National Association, as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Lenders.

6. Assigned Interest:

Assignor	Facility Assigned	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans
Goldman Sachs Lending Partners	Bridge Term Loan Commitment	\$1,275,000,000.00	\$4,935,000.00	0.387058824%
Goldman Sachs Bank USA	Bridge Term Loan Commitment	\$1,275,000,000.00	\$7,815,000.00	0.612941176%
Wells Fargo Bank, National Association	Bridge Term Loan Commitment	\$1,275,000,000.00	\$12,750,000.00	1.000000000%

Effective Date: April 2, 2019.

The terms set forth in this Assignment and Acceptance are hereby agreed to:

GOLDMAN SACHS LENDING PARTNERS,
as ASSIGNOR

By: 

Title: **Robert Ehudin**
Authorized Signatory

GOLDMAN SACHS BANK USA, as
ASSIGNOR

By: 

Title: **Robert Ehudin**
Authorized Signatory

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as ASSIGNOR

By: *Kay Budy*
Title: Managing Director

BANK OF AMERICA, N.A., as ASSIGNEE

By: 
Title: _____

Mark W. Kushemba
Managing Director

Consented to and accepted:

WELLS FARGO BANK, NATIONAL ASSOCIATION
AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT

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

Consented to:

BERRY GLOBAL, INC.

By: _____

Jason Greene

Title: EVP

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ACCEPTANCE

1. *Representations and Warranties.*

1.1 *Assignor.* Each Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Acceptance and to consummate the transactions contemplated hereby, and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document or any other instrument or document furnished pursuant thereto (other than this Assignment and Acceptance) or any collateral thereunder, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any other instrument or document furnished in connection therewith or any collateral thereunder, (iii) the financial condition of Holdings, Borrower, any of its Subsidiaries or Affiliates or any other person obligated in respect of any Loan Document, (iv) any requirements under applicable law for the Assignee to become a lender under the Credit Agreement or to charge interest at the rate set forth therein from time to time or (v) the performance or observance by Holdings, Borrower, any of its Subsidiaries or Affiliates or any other person of any of their respective obligations under any Loan Document or any other instrument or document furnished pursuant thereto .

1.2. *Assignee.* The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Acceptance and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.04 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (v) attached to this Assignment and Acceptance is any documentation required to be delivered by it pursuant to Section 9.4(b) and any other terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignors or any other Lender and, based on such documentation and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, (ii) it appoints and authorizes the Administrative Agent to take such action on its behalf and to exercise such powers and discretion under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto and thereto as are delegated to the Administrative Agent, by

the terms thereof, together with such powers as a reasonably incidental thereto, and (iii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. *Payments.* From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignors for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. *General Provisions.* This Assignment and Acceptance shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Acceptance may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Acceptance by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Acceptance. This Assignment and Acceptance shall be governed by, and construed in accordance with, the law of the State of New York.