

**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): March 4, 2021

**BERRY GLOBAL GROUP, INC.**  
(Exact name of registrant as specified in charter)

**Delaware**  
(State of incorporation)

**1-35672**  
(Commission File Number)

**20-5234618**  
(IRS Employer  
Identification No.)

**101 Oakley Street  
Evansville, Indiana 47710**  
(Address of principal executive offices / Zip Code)

**(812) 424-2904**  
(Registrant's telephone number, including area code)

**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.
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act.
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act.
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act.

Securities registered pursuant to Section 12(b) of the Exchange Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value per share	BERY	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 1.01 Entry into a Material Definitive Agreement.**

***Supplemental Indenture and 1.57% First Priority Senior Secured Notes due 2026***

On March 4, 2021, Berry Global Group, Inc. (“Berry”), via its wholly owned subsidiary, Berry Global, Inc. (“BGI”), issued \$775,000,000 aggregate principal amount of BGI’s 1.57% First Priority Senior Secured Notes due 2026 (the “New Notes”). The New Notes are an additional issuance of the 1.57% First Priority Senior Secured Notes due 2026 (the “Existing Notes”) issued pursuant to the indenture dated December 22, 2020 (the “Base Indenture”) and are consolidated with and form a single series with the Existing Notes. The New Notes have the same terms as the Existing Notes, other than the settlement date and offering price. The New Notes were issued pursuant to that certain First Supplemental Indenture, dated as of March 4, 2021, among BGI, Berry and certain of Berry’s subsidiaries party thereto as guarantors, and U.S. Bank National Association, as trustee and collateral agent (the “Supplemental Indenture” and together with the Base Indenture, the “Indenture”). The net proceeds from the offering are intended to prepay a portion of certain existing term loans of BGI and to pay certain fees and expenses related to the refinancing of such term loans and the offering.

The New Notes are senior obligations of BGI and have the benefit of the first priority security interest in the collateral described below. The New Notes bear interest at a rate of 1.57%, payable semiannually, in cash in arrears, on January 15 and July 15 of each year, commencing on July 15, 2021, to holders of record at the close of business on January 1 or July 1, as the case may be, immediately preceding the interest payment date. The New Notes will mature on January 15, 2026.

Prior to December 15, 2025 (the “Par Call Date”), BGI may redeem the New Notes at its option, in whole at any time or in part from time to time, upon not less than 30 nor more than 60 days’ prior notice mailed by first-class mail or sent electronically to each holder’s registered address, at a redemption price equal to the greater of (i) 100% of the principal amount of the New Notes redeemed or (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the notes being redeemed (assuming that such New Notes matured on the Par Call Date), exclusive of interest accrued to, but not including, the redemption date, discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at a rate equal to the sum of the applicable treasury rate plus 20 basis points. On or after the Par Call Date, the New Notes will be redeemable, in whole or in part, at BGI’s option, at any time or from time to time, on at least 15 days’ but not more than 60 days’ prior notice to the holders of the New Notes to be redeemed, at a redemption price equal to 100% of the principal amount thereof.

Any redemption or notice described above may, at BGI’s discretion, be subject to one or more conditions precedent.

The New Notes are fully and unconditionally guaranteed, jointly and severally, on a first priority senior secured basis, by each of BGI’s existing and future direct or indirect subsidiaries that guarantees its senior secured credit facilities and its existing first and second priority senior secured notes, and by Berry on an unsecured basis. Under certain circumstances, subsidiaries may be released from these guarantees without the consent of the holders of the New Notes.

The New Notes and the guarantees thereof are unsubordinated obligations of BGI and the guarantors, are equal in right of payment to all of BGI’s and such guarantors’ existing and future unsubordinated indebtedness and structurally subordinated to all the liabilities of BGI’s subsidiaries that are not or do not become subsidiary guarantors, are secured by a second priority lien on accounts receivable, inventory and certain related assets that secure BGI’s revolving credit facility and a first priority security interest in substantially all of the other assets of BGI and the existing and future domestic subsidiary guarantors that guarantee its obligations under its senior secured credit facilities (subject to certain specified exceptions and permitted liens), are contractually senior to the existing second priority secured notes in respect of the right to receive proceeds of the collateral, are effectively senior to all of BGI’s and the subsidiary guarantors’ existing and future indebtedness that is not secured by a lien on the collateral to the extent of the value of the collateral securing the New Notes, equal in right of BGI’s existing first priority notes, and are effectively junior to the obligations under BGI’s revolving credit facility to the extent of the value of the collateral that secures such facility on a senior basis.

The Indenture contains a number of restrictive covenants, including those relating to the ability of BGI to:

- create or incur certain liens; and
- transfer all or substantially all of BGI's assets or enter into merger or consolidation transactions.

Subject to certain limitations, in the event of the occurrence of both (1) a change of control of BGI and (2) a withdrawal or downgrade of the investment grade ratings of the New Notes by two or more of Moody's Investors Service, Inc., S&P Global Ratings, a division of S&P Global Inc., and Fitch Ratings, Inc. (collectively, the "Rating Agencies") or a change of control of transaction is proposed and two or more Rating Agencies indicate that, if consummated, such transaction (alone or together with any related recapitalization or refinancing transactions) would cause the Rating Agency to withdraw its investment grade ratings or downgrade the ratings assigned to the New Notes below investment grade, BGI will be required to make an offer to purchase the New Notes at a price equal to 101% of the principal amount of the New Notes, plus accrued and unpaid interest to, but not including, the date of repurchase.

Upon the occurrence of certain events of default specified in the Indenture, the principal of, premium, if any, and accrued but unpaid interest and any other monetary obligations on all the then outstanding New Notes may become due and payable immediately. The foregoing description of the New Notes and the Indenture governing New Notes is qualified in its entirety by reference to the actual text of the Indenture governing the New Notes (including the forms of New Notes included therein), which is filed herewith as Exhibit 4.1 and is incorporated herein by reference.

### **Registration Rights Agreement**

On March 4, 2021, BGI, Berry, certain of BGI's subsidiaries party thereto as guarantors, and Citigroup Global Markets Inc., Goldman Sachs & Co. LLC and Wells Fargo Securities, LLC, as representatives of the initial purchasers of the New Notes, entered into a registration rights agreement (the "Registration Rights Agreement") with respect to the New Notes. Capitalized terms not defined in this section shall have the meanings specified in the Registration Rights Agreement.

Pursuant to the Registration Rights Agreement, BGI and the Guarantors will agree to use their commercially reasonable efforts to (x) within 270 days of December 22, 2020, file with the Commission and (y) within 365 days of December 22, 2020, cause to become effective a registration statement, on the appropriate form under the Securities Act, relating to an offer to exchange the New Notes for registered notes with terms identical to the New Notes (except that the New Notes will not be subject to restrictions on transfer or to any increase in interest rate as described below) (the "Exchange Notes"). Following the effectiveness of the exchange offer registration statement, BGI and the Guarantors will offer to the holders who are able to make certain representations the opportunity to exchange their New Notes for the Exchange Notes.

If, with respect to the New Notes:

(1) BGI and the Guarantors are not permitted to consummate the exchange offer because the exchange offer is not permitted by applicable law or Commission policy;

(2) for any reason the exchange offer is not consummated within 30 days after the date notice of the exchange offer is required to be mailed to the holders; or

- (3) any holder notifies us prior to the 20th day following consummation of the exchange offer that:
- (a) it is prohibited by law or Commission policy from participating in the exchange offer;
  - (b) it may not resell the Exchange Notes acquired by it in the exchange offer to the public without delivering a prospectus (other than by reason of such holder's status as our affiliate) and the prospectus contained in the exchange offer registration statement is not appropriate or available for such resales;
  - (c) it is a broker-dealer and owns the New Notes acquired directly from us or our affiliate,

BGI and the Guarantors will be obligated, with respect to the New Notes, to cause to be filed with the Commission a shelf registration statement (the "Shelf Registration Statement") to cover the resales of the New Notes, by holders thereof who satisfy certain conditions relating to the provision of information in connection with the Shelf Registration Statement, within 270 days after such filing obligation arises.

BGI and the Guarantors will use their commercially reasonable efforts to cause such Shelf Registration Statement to be declared effective by the Commission as promptly as possible.

The Registration Rights Agreement provides that, if:

- (1) unless the exchange offer would not be permitted under applicable law or Commission policy, the exchange offer registration statement has not been declared effective by the Commission on or prior to 365 days after December 22, 2020;
- (2) if obligated to file the Shelf Registration Statement, the Shelf Registration Statement has not been declared effective by the Commission on or prior to 365 days after such filing obligation arises;
- (3) BGI and the Guarantors fail to consummate the exchange offer within 30 business days of the Effective Offer Effectiveness Target Date with respect to the exchange offer registration statement; or
- (4) the Shelf Registration Statement or the exchange offer registration statement is filed and declared effective but shall thereafter cease to be effective or fail to be usable, subject to certain exceptions, in connection with resales or exchanges of the New Notes, respectively, during the periods specified in the Registration Rights Agreement (each such event referred to in clauses (1) through (4) above, a "Registration Default"),

then BGI and the Guarantors will pay additional interest to each holder, with respect to the first 90-day period immediately following the occurrence of the first Registration Default, in an amount equal to 0.25% per annum of the principal amount of the New Notes held by such holder, as applicable. The amount of the additional interest will increase by an additional 0.25% per annum of the principal amount of such New Notes, with respect to each subsequent 90-day period until all Registration Defaults have been cured, up to a maximum amount additional interest for all Registration Defaults of 1.00% per annum of the principal amount of such New Notes.

The foregoing description of the Registration Rights Agreement is qualified in its entirety by reference to the actual text of the Registration Rights Agreement, which is filed herewith as Exhibit 4.2 and is incorporated herein by reference.

**Item 2.03 Creation of a Direct Financial Obligation.**

The information set forth under Item 1.01 above under “Supplemental Indenture and 1.57% First Priority Senior Secured Notes due 2026” is incorporated by reference into this Item 2.03.

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits.**

Exhibit Number	Description
<a href="#">4.1</a>	<a href="#">First Supplemental Indenture, among Berry Global, Inc., certain guarantors party thereto, U.S. Bank National Association, as Trustee and Collateral Agent, relating to the 1.57% First Priority Senior Secured Notes due 2026, dated March 4, 2021.</a>
<a href="#">4.2</a>	<a href="#">Registration Rights Agreement, dated March 4, 2021, by and between Berry Global, Inc., Berry Global Group, Inc., each subsidiary of Berry Global, Inc. identified therein, and Citigroup Global Markets Inc. Goldman Sachs &amp; Co. LLC and Wells Fargo Securities, LLC, on behalf of themselves and as representatives of the initial purchasers, relating to the 1.57% First Priority Senior Secured Notes due 2026.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

**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 thereunto duly authorized.

**BERRY GLOBAL GROUP, INC.**

(Registrant)

Dated: March 4, 2021

By: /s/ Jason K. Greene

Name: Jason K. Greene

Title: Executive Vice President, Chief Legal Officer and Secretary

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## FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE (this "Supplemental Indenture") dated as of March 4, 2021, among Berry Global, Inc., a Delaware corporation (the "Issuer"), each of the parties identified as a Subsidiary Guarantor on the signature pages hereto (each a "Subsidiary Guarantor" and, collectively, the "Subsidiary Guarantors"), each a subsidiary of the Issuer, Berry Global Group, Inc., a Delaware corporation (the "Parent Guarantor") and U.S. Bank National Association, a national banking association, as trustee under the indenture referred to below (the "Trustee").

## WITNESSETH:

WHEREAS, the Issuer, the Parent Guarantor and the Subsidiary Guarantors have heretofore executed and delivered an Indenture, dated as of December 22, 2020 (as amended, supplemented, waived or otherwise modified, the "Indenture"), providing for the issuance of \$750,000,000 aggregate principal amount of the Issuer's 1.57% First Priority Senior Secured Notes due 2026 (the "Existing Notes");

WHEREAS, the Indenture provides that the Issuer may issue Additional Securities under the Indenture subject to certain conditions set forth in Section 2.01 of the Indenture;

WHEREAS, the Issuer wishes to issue an additional \$775,000,000 aggregate principal amount of 1.57% First Priority Senior Secured Notes as Additional Securities under the Indenture (the "New Notes");

WHEREAS, pursuant to Section 9.01(xiii) of the Indenture, the Issuer and the Trustee are authorized to execute and deliver this Supplemental Indenture without the consent of the Holders;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Issuer, the Subsidiary Guarantors, the Parent Guarantor and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

ARTICLE I  
DEFINITIONS

Section 1.1. Defined Terms. Unless otherwise defined in this First Supplemental Indenture, terms defined in the Indenture are used herein as therein defined.

ARTICLE II  
ISSUANCE OF NEW NOTES

Section 2.1. Amount of New Notes. The aggregate principal amount of New Notes to be authenticated and delivered under this First Supplemental Indenture on March 4, 2021 is \$775,000,000.

Section 2.2 Terms of New Notes. The New Notes to be issued as additional Notes under the Indenture and pursuant to this First Supplemental Indenture are set forth and incorporated by reference in Exhibit A hereto and shall:

- A. be issued as part of the existing series of Existing Notes previously issued under the Indenture and the New Notes and the Existing Notes shall be a single class for all purposes under the Indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase;
  - B. be issued on March 4, 2021 at an issue price of 99.024% and will accrue interest from December 22, 2020;
  - C. be issuable in whole in the form of one or more Global Securities to be held by DTC and in the form, including appropriate transfer restriction legends, provided in Exhibit A of the Indenture; and
  - D. in the case of New Notes sold under Rule 144A, bear the CUSIP number of 08576P AB7 and ISIN number of US08576PAB76 (which are the same as the Existing Notes sold under Rule 144A), and, in the case of New Notes sold under Regulation S, (i) until 40 days after the date hereof, bear the CUSIP number of U0740W AF8 and ISIN number of USU0740WAF87 (which are different than the Existing Notes sold under Regulation S) and (ii) after the expiration of the 40<sup>th</sup> day and compliance with the procedures of DTC, thereafter, bear the CUSIP number of U0740W AD3 and ISIN number of USU0740WAD30 (which are the same as the Existing Notes sold under Regulation S).
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Section 2.3 Authentication of New Notes. The Trustee shall, pursuant to an authentication order delivered in accordance with Section 2.03 of the Indenture, authenticate and deliver the New Notes for an aggregate principal amount specified in such Authentication Order.

ARTICLE III  
MISCELLANEOUS

Section 3.1. Governing Law. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

Section 3.2. Severability. In case any provision in this First Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

Section 3.3. Ratification of Indenture; Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Indenture (as supplemented by this First Supplemental Indenture), including the Guarantees contained therein, is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This First Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture. The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee. Without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, or for or with respect to (i) the validity or sufficiency of this Supplemental Indenture or any of the terms or provisions hereof, (ii) the proper authorization hereof by the Company by action or otherwise, (iii) the due execution hereof by the Company or (iv) the consequences of any amendment herein provided for, and the Trustee makes no representation with respect to any such matters.

Section 3.4. Duplicate and Counterpart Originals. The parties may sign any number of copies of this First Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this First Supplemental Indenture. The exchange of copies of this First Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this First Supplemental Indenture as to the parties hereto and may be used in lieu of the original First Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 3.5. Effectiveness. This First Supplemental Indenture shall be effective become effective immediately upon its execution and delivery by the Issuer, the Guarantors and the Trustee.

Section 3.6. Recitals. The recitals contained herein may be taken as the statements of the Issuer, and the Trustee does not assume any responsibility for their correctness.

Section 3.7. Headings. The headings of the Articles and Sections in this First Supplemental Indenture have been inserted for convenience of reference only, are not intended to be considered as a part hereof and shall not modify or restrict any of the terms or provisions hereof.

Section 3.8 Successors. This First Supplemental Indenture shall be binding on the Issuer, the Trustee and the Holders and their respective successors and assigns, and shall inure to the benefit of such parties and their respective successors and assigns

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties have caused this Indenture to be duly executed as of the date first written above.

**BERRY GLOBAL, INC.**

By: /s/ Jason K. Greene

Name: Jason K. Greene

Title: Executive Vice President, General Counsel and Secretary

**PARENT GUARANTOR:**

**BERRY GLOBAL GROUP, INC.**

By : /s/ Jason K. Greene

Name: Jason K. Greene

Title: Executive Vice President, Chief Legal Officer and Secretary

**SUBSIDIARY GUARANTORS:**

**AEROCON, LLC**

**AVINTIV ACQUISITION CORPORATION**

**AVINTIV INC.**

**AVINTIV SPECIALTY MATERIALS INC.**

**BERRY FILM PRODUCTS ACQUISITION COMPANY, INC.**

**BERRY FILM PRODUCTS COMPANY, INC.**

**BERRY PLASTICS ACQUISITION CORPORATION V**

**BERRY PLASTICS ACQUISITION CORPORATION XII**

**BERRY PLASTICS ACQUISITION CORPORATION XIII**

**BERRY GLOBAL FILMS, LLC**

**BERRY PLASTICS ACQUISITION LLC X**

**BERRY PLASTICS DESIGN, LLC**

**BERRY PLASTICS FILMCO, INC.**

**BERRY PLASTICS 1K, LLC**

**BERRY PLASTICS OPCO, INC.**

**BERRY PLASTICS SP, INC.**

**BERRY PLASTICS TECHNICAL SERVICES, INC.**

**BERRY SPECIALTY TAPES, LLC**

**BERRY STERLING CORPORATION**

**BPREX BRAZIL HOLDING INC.**

**BPREX CLOSURE SYSTEMS, LLC**

**BPREX CLOSURES KENTUCKY INC.**

**BPREX CLOSURES, LLC**

**BPREX DELTA INC.**

**BPREX HEALTHCARE BROOKVILLE INC.**

**BPREX HEALTHCARE PACKAGING INC.**

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**BPREX PLASTIC PACKAGING INC.**  
**BPREX PLASTICS SERVICES COMPANY INC.**  
**BPREX PRODUCT DESIGN AND ENGINEERING INC.**  
**BPREX SPECIALTY PRODUCTS PUERTO RICO INC.**  
**CAPLAS LLC**  
**CAPLAS NEPTUNE, LLC**  
**CAPTIVE PLASTICS HOLDINGS, LLC**  
**CAPTIVE PLASTICS, LLC**  
**CARDINAL PACKAGING, INC.**  
**CHICOPEE, INC.**  
**COVALENCE SPECIALTY ADHESIVES LLC**  
**COVALENCE SPECIALTY COATINGS LLC**  
**CPI HOLDING CORPORATION**  
**DOMINION TEXTILE (USA), L.L.C.**  
**FABRENE, L.L.C.**  
**FIBERWEB GEOS, INC.**  
**FIBERWEB, LLC**  
**KERR GROUP, LLC**  
**KNIGHT PLASTICS, LLC**  
**OLD HICKORY STEAMWORKS, LLC**  
**PACKERWARE, LLC**  
**PESCOR, INC.**  
**PGI EUROPE, INC.**  
**PGI POLYMER, INC.**  
**PLIANT INTERNATIONAL, LLC**  
**PLIANT, LLC**  
**POLY-SEAL, LLC**  
**PRISTINE BRANDS CORPORATION**  
**PROVIDENCIA USA, INC.**  
**ROLLPAK CORPORATION**  
**SAFFRON ACQUISITION, LLC**  
**SETCO, LLC**  
**SUN COAST INDUSTRIES, LLC**  
**UNIPLAST HOLDINGS, LLC**  
**UNIPLAST U.S., INC.**  
**VENTURE PACKAGING, INC.**  
**VENTURE PACKAGING MIDWEST, INC.**

By: /s/ Jason K. Greene

Name: Jason K. Greene

Title: Executive Vice President, General Counsel and Secretary

**GLOBAL CLOSURE SYSTEMS AMERICA 1, INC.**  
**LETICA CORPORATION**  
**LETICA RESOURCES, INC.**  
**M&H PLASTICS, INC.**

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**RPC BRAMLAGE, INC.**  
**RPC LEOPARD HOLDINGS, INC.**  
**RPC PACKAGING HOLDINGS (US), INC.**  
**RPC PROMENS INC.**  
**RPC SUPERFOS US, INC.**  
**RPC ZELLER PLASTIK LIBERTYVILLE, INC.**

By: /s/ Jason K. Greene

Name: Jason K. Greene

Executive Vice President, General Counsel and Assistant

Title: Secretary

**LADDAWN, INC.**  
**DUMPLING ROCK, LLC**  
**ESTERO PORCH, LLC**  
**LAMB'S GROVE, LLC**  
**MILLHAM, LLC**  
**SUGDEN, LLC**

By: /s/ Jason K. Greene

Name: Jason K. Greene

Title: Executive Vice President, General Counsel and Secretary

**GRAFCO INDUSTRIES LIMITED PARTNERSHIP**

**By: Caplas Neptune, LLC, its General Partner**

By: /s/ Jason K. Greene

Name: Jason K. Greene

Title: Executive Vice President, General Counsel and Secretary

**CHOCKSETT ROAD LIMITED PARTNERSHIP**

**By: Berry Global, Inc., its General Partner**

By: /s/ Jason K. Greene

Name: Jason K. Greene

Title: Executive Vice President, General Counsel and Secretary

**CHOCKSETT ROAD REALTY TRUST**

**By: Laddawn, Inc., its Trustee**

By: /s/ Jason K. Greene

Name: Jason K. Greene

Title: Executive Vice President, General Counsel and Secretary

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**U.S. BANK NATIONAL ASSOCIATION, as Trustee**

By: /s/ Beverly A. Freney

Name: Beverly A. Freney

Title: Vice President

**REGISTRATION RIGHTS AGREEMENT**

by and among

**Berry Global, Inc.  
and the Guarantors party hereto,**

and

**Citigroup Global Markets Inc.  
Goldman Sachs & Co. LLC  
Wells Fargo Securities, LLC,  
as representatives of the Initial Purchasers**

Dated as of March 4, 2021

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## REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this “Agreement”) is made and entered into as of March 4, 2021, by and among Berry Global, Inc., a Delaware corporation (the “Issuer”), Berry Global Group, Inc., a Delaware corporation (the “Parent Guarantor”), certain subsidiaries of the Issuer listed on Annex A of the Purchase Agreement (the “Subsidiary Guarantors”, and together with the Parent Guarantor, the “Guarantors”) and Citigroup Global Markets Inc., Goldman Sachs & Co. LLC and Wells Fargo Securities, LLC, as representatives of the Initial Purchasers (collectively, the “Representatives”), each of whom has agreed to purchase, pursuant to the Purchase Agreement (as defined below), an aggregate principal amount of \$775,000,000 of the 1.57% First Priority Senior Secured Notes due 2026 (the “New Notes”) issued by the Issuer. The Issuer’s obligation under the New Notes will be fully and unconditionally guaranteed (the “New Guarantees”) by (i) the Subsidiary Guarantors on a first priority senior secured basis and (ii) the Parent on a senior unsecured basis. The New Notes and the New Guarantees are herein collectively referred to as the “New Securities.” The Issuer previously issued and sold \$750,000,000 aggregate principal amount of the 1.57% First Priority Senior Secured Notes due 2026 (the “Original Notes”) under the Indenture (as defined below) on the Original Notes Closing Date (as defined below). The Original Notes were guaranteed (the “Original Guarantees”, and together with the Original Notes, the “Original Securities”) on a senior basis by the guarantors listed in the purchase agreement relating to the Original Notes. The New Notes constitute an issuance of “Additional Securities” (as defined in the Indenture) under the Indenture.

This Agreement is made pursuant to the Purchase Agreement, dated as of February 26, 2021 (as amended, modified or supplemented, the “Purchase Agreement”), among the Issuer, the Guarantors and the Representatives, for (i) the benefit of the Initial Purchasers and (ii) the benefit of the holders from time to time of the New Securities, including the Initial Purchasers. In order to induce the Initial Purchasers to purchase the New Securities, the Issuer had agreed to cause the Guarantors to provide the registration rights set forth in this Agreement. The execution and delivery of this Agreement is a condition to the obligations of the Initial Purchasers set forth in Section 5(h) of the Purchase Agreement.

The parties hereby agree as follows:

SECTION 1. *Definitions.* As used in this Agreement, the following capitalized terms shall have the following meanings:

*Additional Interest Payment Date:* With respect to the New Securities, each Interest Payment Date.

*Advice:* As defined in Section 6(c) hereof.

*Broker-Dealer:* Any broker or dealer registered under the Exchange Act.

*Business Day:* Any day other than a Saturday, Sunday or U.S. federal holiday or a day on which banking institutions or trust companies located in New York, New York are authorized or obligated to be closed.

*Commission:* The U.S. Securities and Exchange Commission.

*Consummate:* A registered Exchange Offer shall be deemed “Consummated” for purposes of this Agreement upon the occurrence of (i) the filing and effectiveness under the Securities Act of the Exchange Offer Registration Statement relating to the Exchange Securities to be issued in the Exchange Offer, (ii) the maintenance of such Registration Statement continuously effective and the keeping of the Exchange Offer open for a period not less than the minimum period required pursuant to Section 3(b) hereof, and (iii) the delivery by the Issuer to the Registrar under the Indenture of Exchange Securities in the same aggregate principal amount as the aggregate principal amount of New Securities that were validly tendered by Holders thereof pursuant to the Exchange Offer.

*Delay Period:* As defined in Section 6(c) hereof.

*Effectiveness Target Date:* As defined in Section 5 hereof.

*Exchange Act:* The Securities Exchange Act of 1934, as amended.

*Exchange Offer:* The registration by the Issuer under the Securities Act of the Exchange Securities pursuant to a Registration Statement pursuant to which the Issuer offers the Holders of all outstanding Transfer Restricted Securities the opportunity to exchange all such outstanding Transfer Restricted Securities held by such Holders for Exchange Securities in an aggregate principal amount equal to the aggregate principal amount of the Transfer Restricted Securities tendered in such exchange offer by such Holders.

*Exchange Offer Effectiveness Target Date:* As defined in Section 5 hereof.

*Exchange Offer Registration Statement:* The Registration Statement relating to the Exchange Offer, including the related Prospectus.

*Existing Registration Rights Agreement:* The Registration Rights Agreement, dated as of the Original Notes Closing Date, by and among the Issuer, the Guarantors and Citigroup Global Markets Inc. and J.P. Morgan Securities LLC, as representatives of the several initial purchasers of the Original Securities.

*Exchange Securities:* The 1.57% First Priority Senior Secured Notes due 2026 of the same series under the Indenture as the New Notes of such series and the guarantees of such notes, to be issued to Holders in exchange for Transfer Restricted Securities pursuant to this Agreement.

*Free Writing Prospectus:* Any free writing prospectus, as such term is defined in Rule 405 under the Securities Act, relating to any portion of the New Securities and the Exchange Securities.

*FINRA:* Financial Industry Regulatory Authority, Inc.

*Holdings:* As defined in Section 2(b) hereof.

*Indemnified Holder:* As defined in Section 8(a) hereof.

*Indenture:* The First Priority Notes Indenture dated as of December 22, 2020, by and among the Issuer and U.S. Bank National Association, as first priority notes trustee (the “Trustee”), pursuant to which the Initial Notes were issued and the New Securities and the Exchange Securities are to be issued, as supplemented by the Supplemental Indenture dated as of the date hereof, among the Issuer, the Guarantors named therein and the Trustee and as such Indenture may be further amended or supplemented from time to time in accordance with the terms thereof.

*Initial Guarantees:* As defined in the preamble hereto.

*Initial Notes:* As defined in the preamble hereto.

*Initial Placement:* The issuance and sale by the Issuer of the New Securities to the Initial Purchasers pursuant to the Purchase Agreement.

*Initial Purchasers:* The initial purchasers set forth on Schedule I of the Purchase Agreement.

*Interest Payment Date:* As defined in the Securities.

*New Guarantees:* As defined in the preamble hereto.

*New Notes:* As defined in the preamble hereto.

*New Securities:* As defined in the preamble hereto.

*Original Guarantees:* As defined in the preamble hereto.

*Original Notes:* As defined in the preamble hereto.

*Original Notes Closing Date:* December 22, 2020.

*Original Securities:* As defined in the preamble hereto.

*Person:* An individual, partnership, corporation, trust or unincorporated organization, or a government or agency or political subdivision thereof.

*Prospectus:* The prospectus included in a Registration Statement, as amended or supplemented by any prospectus supplement and by all other amendments thereto, including post-effective amendments, and all material incorporated by reference into such Prospectus.

*Purchase Agreement:* As defined in the preamble hereto.

*Registration Default:* As defined in Section 5 hereof.

*Registration Statement:* Any registration statement of the Issuer relating to (a) an offering of Exchange Securities pursuant to an Exchange Offer or (b) the registration for resale of Transfer Restricted Securities pursuant to the Shelf Registration Statement, which is filed pursuant to the provisions of this Agreement, in each case, including the Prospectus included therein, all amendments and supplements thereto (including post-effective amendments) and all exhibits and material incorporated by reference therein.



*Representatives:* As defined in the preamble hereto.

*Securities:* As defined in the Indenture.

*Securities Act:* The Securities Act of 1933, as amended.

*Shelf Filing Deadline:* As defined in Section 4(a) hereof.

*Shelf Registration Effectiveness Target Date:* As defined in Section 5 hereof.

*Shelf Registration Statement:* As defined in Section 4(a) hereof.

*Transfer Restricted Securities:* Each New Security, until the earliest to occur of (a) the date on which such New Security is exchanged in the Exchange Offer for an Exchange Security entitled to be resold to the public by the Holder thereof without complying with the prospectus delivery requirements of the Securities Act, (b) the date on which such New Security has been effectively registered under the Securities Act and disposed of in accordance with a Shelf Registration Statement and (c) the date on which such New Security is distributed to the public pursuant to Rule 144 under the Securities Act or by a Broker-Dealer pursuant to the “Plan of Distribution” contemplated by the Exchange Offer Registration Statement (including delivery of the Prospectus contained therein).

*Trust Indenture Act:* The Trust Indenture Act of 1939, as amended.

*Underwritten Registration or Underwritten Offering:* A registration in which securities of the Issuer are sold to an underwriter for reoffering to the public.

#### SECTION 2. *Securities Subject to this Agreement.*

(a) *Transfer Restricted Securities.* The securities entitled to the benefits of this Agreement are the Transfer Restricted Securities.

(b) *Holders of Transfer Restricted Securities.* A Person is deemed to be a holder of Transfer Restricted Securities (each, a “Holder”) whenever such Person owns Transfer Restricted Securities.

#### SECTION 3. *Registered Exchange Offer.*

(a) Unless the Exchange Offer shall not be permissible under applicable law or Commission policy, each of the Issuer and the Guarantors shall (i) use its commercially reasonable efforts to cause to be filed with the Commission the Exchange Offer Registration Statement within 270 days after the Original Notes Closing Date (or if such 270th day is not a Business Day, the next succeeding Business Day), (ii) use its commercially reasonable efforts to cause such Registration Statement to become effective as promptly as possible (unless it becomes effective automatically upon filing), but in no event later than 365 days after the Original Notes Closing Date (or if such 365th day is not a Business Day, the next succeeding Business Day), (iii) in connection with the foregoing, file (A) all pre-effective amendments to such Registration Statement as may be necessary in order to cause such Registration Statement to become effective, (B) if applicable, a post-effective amendment to such Registration Statement pursuant to Rule 430A under the Securities Act and (C) cause all necessary filings in connection with the registration and qualification of the Exchange Securities to be made under the state securities or blue sky laws of such jurisdictions as are necessary to permit Consummation of the Exchange Offer, and (iv) upon the effectiveness of such Registration Statement, commence the Exchange Offer. The Exchange Offer Registration Statement shall be on the appropriate form permitting registration of the Exchange Securities to be offered in exchange for the Transfer Restricted Securities and to permit resales of New Securities held by Broker-Dealers as contemplated by Section 3(c) hereof.

(b) The Issuer and the Guarantors shall cause the Exchange Offer Registration Statement to be effective continuously and shall keep the Exchange Offer open for a period of not less than the minimum period required under applicable federal and state securities laws to consummate the Exchange Offer; *provided, however*, that in no event shall such period be less than 30 days after the date notice of the Exchange Offer is mailed to the Holders. The Issuer shall cause the Exchange Offer to comply with all applicable federal and state securities laws. No securities other than the Exchange Securities shall be included in the Exchange Offer Registration Statement. The Issuer shall use its commercially reasonable efforts to cause the Exchange Offer to be consummated on the earliest practicable date after the Exchange Offer Registration Statement has become effective, but in no event later than 30 days after the date notice of the Exchange Offer is required to be mailed to the Holders (or if such 30th day is not a Business Day, the next succeeding Business Day).

(c) The Issuer shall indicate in a “Plan of Distribution” section contained in the Prospectus forming a part of the Exchange Offer Registration Statement that any Broker-Dealer who holds New Securities that are Transfer Restricted Securities and that were acquired for its own account as a result of market-making activities or other trading activities (other than Transfer Restricted Securities acquired directly from the Issuer) may exchange such New Securities pursuant to the Exchange Offer; however, such Broker-Dealer may be deemed to be an “underwriter” within the meaning of the Securities Act and must, therefore, deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of the Exchange Securities received by such Broker-Dealer in the Exchange Offer, which prospectus delivery requirement may be satisfied by the delivery by such Broker-Dealer of the Prospectus contained in the Exchange Offer Registration Statement. Such “Plan of Distribution” section shall also contain all other information with respect to such resales by Broker-Dealers that the Commission may require in order to permit such resales pursuant thereto, but such “Plan of Distribution” shall not name any such Broker-Dealer or disclose the amount of New Securities held by any such Broker-Dealer except to the extent required by the Commission as a result of a change in policy after the date of this Agreement.

Each of the Issuer and the Guarantors shall use its commercially reasonable efforts to keep the Exchange Offer Registration Statement continuously effective, supplemented and amended as required by the provisions of Section 6(c) hereof to the extent necessary to ensure that it is available for resales of New Securities acquired by Broker-Dealers for their own accounts as a result of market-making activities or other trading activities, and to ensure that it conforms with the requirements of this Agreement, the Securities Act and the policies, rules and regulations of the Commission as announced from time to time, for a period ending on the earlier of (i) 180 days from the date on which the Exchange Offer Registration Statement is declared effective and (ii) the date on which a Broker-Dealer is no longer required to deliver a prospectus in connection with market-making or other trading activities.

The Issuer shall provide sufficient copies of the latest version of such Prospectus to Broker-Dealers promptly upon request at any time during such 180-day (or shorter as provided in the foregoing sentence) period in order to facilitate such resales.

SECTION 4. *Shelf Registration.*

(a) *Shelf Registration.* If with respect to the New Notes: (i) the Issuer and the Guarantors are not permitted to consummate the Exchange Offer because the Exchange Offer is not permitted by applicable law or Commission policy (after the procedures set forth in Section 6(a) hereof have been complied with), (ii) for any reason the Exchange Offer is not Consummated within 30 days after the date notice of the Exchange Offer is required to be mailed to the Holders (or if such 30th day is not a Business Day, the next succeeding Business Day), or (iii) with respect to any Holder of Transfer Restricted Securities (A) such Holder is prohibited by applicable law or Commission policy from participating in the Exchange Offer, or (B) such Holder may not resell the Exchange Securities acquired by it in the Exchange Offer to the public without delivering a prospectus (other than by reason of such Holder's status as an affiliate of the Issuer) and the Prospectus contained in the Exchange Offer Registration Statement is not appropriate or available for such resales by such Holder, or (C) such Holder is a Broker-Dealer and holds New Securities acquired directly from the Issuer or one of its affiliates, then, upon such Holder's request prior to the 20th day following consummation of the Exchange Offer, the Issuer and the Guarantors shall, with respect to the New Notes:

(x) cause to be filed a shelf registration statement pursuant to Rule 415 under the Securities Act, which may be an amendment to the Exchange Offer Registration Statement (in either event, the "Shelf Registration Statement") within 270 days after such filing obligation arises (or if such 270th day is not a Business Day, the next succeeding Business Day) (such date being the "Shelf Filing Deadline"), which Shelf Registration Statement shall provide for resales of all Transfer Restricted Securities the Holders of which shall have provided the information required pursuant to Section 4(b) hereof; and

(y) use their commercially reasonable efforts to cause such Shelf Registration Statement to be declared effective by the Commission as promptly as possible (unless it becomes effective automatically upon filing), and in any event on or before the 365th day after the obligation to file such Shelf Registration Statement arises (or if such 365th day is not a Business Day, the next succeeding Business Day).

Each of the Issuer and the Guarantors shall use its commercially reasonable efforts to keep such Shelf Registration Statement continuously effective, supplemented and amended as required by the provisions of Sections 6(b) and (c) hereof to the extent necessary to ensure that it is available for resales of New Securities by the Holders of Transfer Restricted Securities entitled to the benefit of this Section 4(a), and to ensure that it conforms with the requirements of this Agreement, the Securities Act and the policies, rules and regulations of the Commission as announced from time to time, for a period of at least two years following the effective date of such Shelf Registration Statement (or shorter period that will terminate when all the New Securities covered by such Shelf Registration Statement have been sold pursuant to such Shelf Registration Statement). During the period during which the Issuer is required to maintain an effective Shelf Registration Statement pursuant to this Agreement, the Issuer will, prior to the expiration of that Shelf Registration Statement, file, and use its commercially reasonable efforts to cause to be declared effective (unless it becomes effective automatically upon filing) within a period that avoids any interruption in the ability of Holders of Securities covered by the expiring Shelf Registration Statement to make registered dispositions, a new registration statement relating to the Securities, which shall be deemed the "Shelf Registration Statement" for purposes of this Agreement.

(b) *Provision by Holders of Certain Information in Connection with the Shelf Registration Statement.* No Holder of Transfer Restricted Securities may include any of its Transfer Restricted Securities in any Shelf Registration Statement pursuant to this Agreement unless and until such Holder furnishes to the Issuer in writing, within 20 Business Days after receipt of a request therefor, such information as the Issuer may reasonably request for use in connection with any Shelf Registration Statement or Prospectus or preliminary Prospectus included therein or amendment or supplement thereto or Free Writing Prospectus. Each Holder as to which any Shelf Registration Statement is being effected agrees to furnish promptly to the Issuer all information required to be disclosed in order to make the information previously furnished to the Issuer by such Holder not materially misleading.

SECTION 5. *Additional Interest.* If (i) unless the Exchange Offer shall not be permissible under applicable law or Commission policy, the Exchange Offer Registration Statement has not been declared effective by the Commission (or become automatically effective) on or prior to 365 days after the Original Notes Closing Date (the "Exchange Offer Effectiveness Target Date"), (ii) in the event the Issuer and the Guarantors are required to file a Shelf Registration Statement pursuant to Section 4(a) hereof, the Shelf Registration Statement has not been declared effective by the Commission (or become automatically effective) on or prior to 365 days after the obligation to file a Shelf Registration Statement arises (the "Shelf Registration Effectiveness Target Date" and, together with the Exchange Offer Effectiveness Date, the "Effectiveness Target Date"), (iii) the Exchange Offer has not been Consummated within 30 Business Days after the Exchange Offer Effectiveness Target Date with respect to the Exchange Offer Registration Statement, or (iv) any Registration Statement required by this Agreement is filed and declared effective but shall thereafter cease to be effective or fail to be usable for its intended purpose without being succeeded immediately by a post-effective amendment to such Registration Statement that cures such failure and that is itself immediately declared or automatically effective (except in the case of a Registration Statement that ceases to be effective or usable as specifically permitted by the last paragraph of Section 6 hereof) (each such event referred to in clauses (i) through (iv), a "Registration Default"), the Issuer and the Guarantors hereby agree that the interest rate borne by the affected series of Transfer Restricted Securities shall be increased by 0.25% per annum during the 90-day period immediately following the occurrence of any Registration Default and shall increase by 0.25% per annum at the end of each subsequent 90-day period, but in no event shall such increase exceed 1.00% per annum. Following the earlier of (x) the cure of all Registration Defaults relating to any particular Transfer Restricted Securities and (y) the date on which such Transfer Restricted Security ceases to be a Transfer Restricted Security, the interest rate borne by the relevant Transfer Restricted Securities will be reduced to the original interest rate borne by such Transfer Restricted Securities; *provided, however,* that, if after any such reduction in interest rate, a different Registration Default occurs, the interest rate borne by the relevant Transfer Restricted Securities shall again be increased pursuant to the foregoing provisions.

Notwithstanding the foregoing, (i) the amount of Additional Interest payable shall not increase because more than one Registration Default has occurred and is pending and (ii) a Holder of Transfer Restricted Securities that is not entitled to the benefits of the Shelf Registration Statement (because, e.g., such Holder has not elected to include information or has not timely delivered such information to the Issuer pursuant to Section 4(b) hereof) shall not be entitled to Additional Interest with respect to a Registration Default that pertains to the Shelf Registration Statement.

All obligations of the Issuer and the Guarantors set forth in the preceding paragraph that are outstanding with respect to any Transfer Restricted Security at the time such security ceases to be a Transfer Restricted Security shall survive until such time as all such obligations with respect to such security shall have been satisfied in full.

SECTION 6. *Registration Procedures.*

(a) *Exchange Offer Registration Statement.* In connection with the Exchange Offer, the Issuer and the Guarantors shall comply with all of the provisions of Section 6(c) hereof, shall use their commercially reasonable efforts to effect such exchange to permit the sale of Transfer Restricted Securities being sold in accordance with the intended method or methods of distribution thereof, and shall comply with all of the following provisions:

(i) If in the reasonable opinion of counsel to the Issuer there is a question as to whether the Exchange Offer is permitted by applicable law, each of the Issuer and the Guarantors hereby agrees to seek a favorable decision from the Commission allowing the Issuer and the Guarantors to consummate an Exchange Offer for such New Securities. Each of the Issuer and the Guarantors hereby agrees to pursue the issuance of such a decision to the Commission staff level but shall not be required to take commercially unreasonable action to effect a change of Commission policy. Each of the Issuer and the Guarantors hereby agrees, however, to (A) participate in telephonic conferences with the Commission, (B) deliver to the Commission staff an analysis prepared by counsel to the Issuer setting forth the legal bases, if any, upon which such counsel has concluded that such an Exchange Offer should be permitted and (C) diligently pursue a favorable resolution by the Commission staff of such submission.

(ii) As a condition to its participation in the Exchange Offer pursuant to the terms of this Agreement, each Holder of Transfer Restricted Securities shall furnish, upon the request of the Issuer, prior to the Consummation thereof, a written representation to the Issuer (which may be contained in the letter of transmittal contemplated by the Exchange Offer Registration Statement) to the effect that (A) it is not an affiliate of the Issuer, (B) it is not engaged in, and does not intend to engage in, and has no arrangement or understanding with any Person to participate in, a distribution of the Exchange Securities to be issued in the Exchange Offer and (C) it is acquiring the Exchange Securities in its ordinary course of business. In addition, all such Holders of Transfer Restricted Securities shall otherwise cooperate in the Issuer's preparations for the Exchange Offer. Each Holder hereby acknowledges and agrees that any Broker-Dealer and any such Holder using the Exchange Offer to participate in a distribution of the securities to be acquired in the Exchange Offer (1) cannot under Commission policy as in effect on the date of this Agreement rely on the position of the Commission enunciated in Morgan Stanley and Co., Inc. (available June 5, 1991) and Exxon Capital Holdings Corporation (available May 13, 1988), as interpreted in the Commission's letter to Shearman & Sterling dated July 2, 1993, and similar no-action letters (which may include any no-action letter obtained pursuant to clause (i) above), and (2) must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction and that such a secondary resale transaction should be covered by an effective registration statement containing the selling security holder information required by Item 507 or 508, as applicable, of Regulation S-K if the resales are of Exchange Securities obtained by such Holder in exchange for New Securities acquired by such Holder directly from the Issuer.

(b) *Shelf Registration Statement.* In connection with the Shelf Registration Statement, each of the Issuer and the Guarantors shall comply with all the provisions of Section 6(c) hereof and shall use its commercially reasonable efforts to effect such registration (unless automatically declared effective) to permit the sale of the Transfer Restricted Securities being sold in accordance with the intended method or methods of distribution thereof, and pursuant thereto each of the Issuer and the Guarantors will as expeditiously as is commercially reasonable prepare and file with the Commission a Registration Statement relating to the registration on any appropriate form under the Securities Act, which form shall be available for the sale of the Transfer Restricted Securities in accordance with the intended method or methods of distribution thereof.

(c) *General Provisions.* In connection with any Registration Statement and any Prospectus required by this Agreement to permit the sale or resale of Transfer Restricted Securities and any Free Writing Prospectus (including, without limitation, any Registration Statement and the related Prospectus required to permit resales of New Securities by Broker-Dealers and any Free Writing Prospectus related thereto), each of the Issuer and the Guarantors shall:

(i) use its commercially reasonable efforts to keep such Registration Statement continuously effective during the period required by this Agreement and provide all requisite financial statements (including, if required by the Securities Act or any regulation thereunder, financial statements of the Guarantors for the period specified in Section 3 or 4 hereof, as applicable); upon the occurrence of any event that would cause any such Registration Statement or the Prospectus contained therein (A) to contain a material misstatement or omission or (B) not to be effective and usable for resale of Transfer Restricted Securities during the period required by this Agreement, the Issuer shall file promptly an appropriate amendment to such Registration Statement, in the case of clause (A), correcting any such misstatement or omission, and, in the case of either clause (A) or (B), use its commercially reasonable efforts to cause such amendment to be declared effective (unless automatically declared effective) and such Registration Statement and the related Prospectus to become usable for their intended purpose(s) as soon as practicable thereafter;

(ii) prepare and file with the Commission such amendments and post-effective amendments to the applicable Registration Statement as may be necessary to keep the Registration Statement effective for the applicable period set forth in Section 3 or 4 hereof, as applicable, or such shorter period as will terminate when all Transfer Restricted Securities covered by such Registration Statement have been sold; cause the Prospectus to be supplemented by any required Prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 under the Securities Act, and to comply fully with the applicable provisions of Rules 424 and 430A under the Securities Act in a timely manner; and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during the applicable period in accordance with the intended method or methods of distribution by the sellers thereof set forth in such Registration Statement or supplement to the Prospectus;

(iii) advise the underwriter(s), if any, and selling Holders promptly and, if requested by such Persons, to confirm such advice in writing, (A) when the Prospectus, any Prospectus supplement, any post-effective amendment or any Free Writing Prospectus has been filed, and, with respect to any Registration Statement or any post-effective amendment thereto, when the same has become effective, (B) of any request by the Commission for amendments to the Registration Statement or amendments or supplements to the Prospectus or for additional information relating thereto, (C) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement under the Securities Act, of the suspension by any state securities commission of the qualification of the Transfer Restricted Securities for offering or sale in any jurisdiction, or the initiation of any proceeding for any of the preceding purposes, of the issuance by the Commission of a notification of objection to the use of the form on which the Registration Statement has been filed, or of the happening of any event that causes the Issuer to become an "ineligible issuer," as defined in Commission Rule 405, (D) of the existence of any fact or the happening of any event that makes any statement of a material fact made in the Registration Statement, the Prospectus, any amendment or supplement thereto or any document incorporated by reference therein untrue, or that requires the making of any additions to or changes in the Registration Statement or the Prospectus in order to make the statements therein not misleading. If at any time the Commission shall issue any stop order suspending the effectiveness of the Registration Statement or a notification of objection to the use of the form on which the Registration Statement has been filed or if any state securities commission or other regulatory authority shall issue an order suspending the qualification or exemption from qualification of the Transfer Restricted Securities under state securities or blue sky laws, each of the Issuer and the Guarantors shall use its commercially reasonable efforts to obtain the withdrawal or lifting of such order at the earliest practicable time;

(iv) (A) (1) furnish without charge to each of the Initial Purchasers, each selling Holder named in any Registration Statement that has requested such copies, if any, and each of the underwriter(s), if any, before filing with the Commission, copies of any Registration Statement or any Prospectus included therein or any amendments or supplements to any such Registration Statement or Prospectus (including all documents incorporated by reference after the initial filing of such Registration Statement), which documents will be subject to the review and comment of such requesting Holders and underwriter(s) in connection with such sale, if any, for a period of at least five Business Days, and (2) not file any such Registration Statement or Prospectus or any amendment or supplement to any such Registration Statement or Prospectus (including all such documents incorporated by reference) to which an Initial Purchaser of Transfer Restricted Securities covered by such Registration Statement or the underwriter(s), if any, shall reasonably object in writing within five Business Days after the receipt thereof (such objection to be deemed timely made upon confirmation of telecopy transmission within such period). The objection of an Initial Purchaser, or underwriter, if any, shall be deemed to be reasonable if such Registration Statement, amendment, Prospectus or supplement, as applicable, as proposed to be filed, contains a material misstatement or omission;

(B) (1) furnish without charge to each of the Initial Purchasers before filing with the Commission, a copy of any Free Writing Prospectus, which will be subject to the consent of the Initial Purchasers, and (2) not file any such Free Writing Prospectus to which the Initial Purchasers of Transfer Restricted Securities covered by such Registration Statement have not consented (such consent not to be unreasonably withheld, conditioned or delayed);

(v) promptly prior to the filing of any document that is to be incorporated by reference into a Registration Statement or Prospectus, provide copies of such document to the Initial Purchasers, each selling Holder named in any Registration Statement that has requested such documents, if any, and to the underwriter(s), if any, make the Issuer's and the Guarantors' representatives available for discussion of such document and other customary due diligence matters, subject to customary confidentiality agreements, and include such information in such document prior to the filing thereof as such selling Holders or underwriter(s), if any, reasonably may request;

(vi) make available, subject to customary confidentiality agreements, at reasonable times for inspection by the Initial Purchasers, the managing underwriter(s), if any, participating in any disposition pursuant to such Registration Statement and any attorney or accountant retained by such Initial Purchasers or any of the underwriter(s), all financial and other records, pertinent corporate documents and properties of each of the Issuer and the Guarantors, and cause the Issuer's and the Guarantors' officers, directors and employees to supply all information, in each case as shall be reasonably necessary to enable any such Holder, underwriter, attorney or accountant to exercise any applicable responsibilities in connection with such Registration Statement or any post-effective amendment thereto subsequent to the filing thereof and prior to its effectiveness and to participate in meetings with investors to the extent reasonably requested by the managing underwriter(s), if any;



(vii) if requested by any selling Holders or the underwriter(s), if any, promptly incorporate in any Registration Statement or Prospectus, pursuant to a supplement or post-effective amendment if necessary, such information as such selling Holders and underwriter(s), if any, may reasonably request to have included therein, including, without limitation, information relating to the “Plan of Distribution” of the Transfer Restricted Securities, information with respect to the principal amount of Transfer Restricted Securities being sold to such underwriter(s), the purchase price being paid therefor and any other terms of the offering of the Transfer Restricted Securities to be sold in such offering; and make all required filings of such Prospectus supplement or post-effective amendment as soon as practicable after the Issuer is notified of the matters to be incorporated in such Prospectus supplement or post-effective amendment;

(viii) cause the Transfer Restricted Securities covered by the Registration Statement to be rated with the appropriate rating agencies, if so requested by the Holders of a majority in aggregate principal amount of Securities covered thereby or the underwriter(s), if any;

(ix) furnish to each Initial Purchaser each selling Holder and each of the underwriter(s), if any, without charge, at least one copy of the Registration Statement, as first filed with the Commission, and of each amendment thereto, including financial statements and schedules, all documents incorporated by reference therein and all exhibits (including exhibits incorporated therein by reference);

(x) deliver to each selling Holder and each of the underwriter(s), if any, without charge, as many copies of the Prospectus (including each preliminary prospectus) and any amendment or supplement thereto as such Persons reasonably may request; each of the Issuer and the Guarantors hereby consents to the use of the Prospectus and any amendment or supplement thereto by each of the selling Holders and each of the underwriter(s), if any, in connection with the offering and the sale of the Transfer Restricted Securities covered by the Prospectus or any amendment or supplement thereto;

(xi) enter into such agreements (including an underwriting agreement), and make such representations and warranties, and take all such other commercially reasonable actions in connection therewith in order to expedite or facilitate the disposition of the Transfer Restricted Securities pursuant to any Registration Statement contemplated by this Agreement, all to such extent as may be reasonably requested by any Initial Purchaser or by any Holder of Transfer Restricted Securities or underwriter in connection with any sale or resale pursuant to any Registration Statement contemplated by this Agreement; and whether or not an underwriting agreement is entered into and whether or not the registration is an Underwritten Registration, each of the Issuer and the Guarantors shall:

(A) furnish to each Initial Purchaser, each selling Holder and each underwriter, if any, in such substance and scope as they may reasonably request and as are customarily made by issuers to underwriters in primary underwritten offerings, upon the date of the effectiveness of the Shelf Registration Statement:

(1) a certificate, dated the date of Consummation of the Exchange Offer or the date of effectiveness of the Shelf Registration Statement, as the case may be, signed by (y) the President or any Vice President and (z) a principal financial or accounting officer of each of the Issuer and the Guarantors, confirming, as of the date thereof, the matters set forth in Section 6(c) of the Purchase Agreement and such other matters as such parties may reasonably request;

(2) if requested by a majority of selling Holders, an opinion, dated the date of Consummation of the Exchange Offer or the date of effectiveness of the Shelf Registration Statement, as the case may be, of counsel for the Issuer and the Guarantors, covering the matters set forth in the opinion delivered pursuant to Section 6(a)(i) of the Purchase Agreement and such other matter as such parties may reasonably request, and in any event including a statement to the effect that such counsel has participated in conferences with officers and other representatives of the Issuer and the Guarantors, representatives of the independent public accountants for the Issuer and the Guarantors, representatives of the underwriter(s), if any, and counsel to the underwriter(s), if any, in connection with the preparation of such Registration Statement and the related Prospectus and have considered the matters required to be stated therein and the statements contained therein, although such counsel has not independently verified the accuracy, completeness or fairness of such statements; and that such counsel advises that, on the basis of the foregoing, no facts came to such counsel's attention that caused such counsel to believe that the applicable Registration Statement, (A) at the date of the opinion and at the time such Registration Statement or any post-effective amendment thereto became effective, (B) at the applicable time identified by such Holders or managing underwriters, and (C) in the case of the Exchange Offer Registration Statement, as of the date of Consummation, in the case of (A), (B) and (C) contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or that the Prospectus contained in such Registration Statement as of its date and, in the case of the opinion dated the date of Consummation of the Exchange Offer, as of the date of Consummation, contained an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein not misleading. Without limiting the foregoing, such counsel may state further that such counsel assumes no responsibility for, and has not independently verified, the accuracy, completeness or fairness of the financial statements, notes and schedules and other financial data included in any Registration Statement contemplated by this Agreement or the related Prospectus; and

(3) a customary comfort letter, dated the date of effectiveness of the Shelf Registration Statement, from the Issuer's independent accountants, in the customary form and covering matters of the type customarily requested to be covered in comfort letters by underwriters in connection with primary underwritten offerings, and covering or affirming the matters set forth in the comfort letters delivered pursuant to Section 6(d) of the Purchase Agreement, without exception;

(B) set forth in full or incorporate by reference in the underwriting agreement, if any, the indemnification provisions and procedures of Section 8 hereof with respect to all parties to be indemnified pursuant to said Section; and

(C) deliver such other documents and certificates as may be reasonably requested by such parties to evidence compliance with Section 6(c)(xi)(A) hereof and with any customary conditions contained in the underwriting agreement or other agreement entered into by the Issuer or any of the Guarantors pursuant to this Section 6(c)(xi), if any.

If at any time the representations and warranties of the Issuer and the Guarantors contemplated in Section 6(c)(xi)(A)(1) hereof cease to be true and correct, the Issuer or the Guarantors shall so advise the Initial Purchasers and the underwriter(s), if any, and each selling Holder promptly and, if requested by such Persons, shall confirm such advice in writing;

(xii) prior to any public offering of Transfer Restricted Securities, cooperate with the selling Holders, the underwriter(s), if any, and their respective counsel in connection with the registration and qualification of the Transfer Restricted Securities under the state securities or blue sky laws of such jurisdictions as the selling Holders or underwriter(s), if any, may request and do any and all other acts or things necessary or advisable to enable the disposition in such jurisdictions of the Transfer Restricted Securities covered by the Shelf Registration Statement; *provided, however*, that none of the Issuer or the Guarantors shall be required to register or qualify as a foreign corporation where it is not then so qualified or to take any action that would subject it to the service of process in suits or to taxation, other than as to matters and transactions relating to the Registration Statement, in any jurisdiction where it is not then so subject;

(xiii) issue, upon the request of any Holder of New Securities covered by the Shelf Registration Statement, Exchange Securities having an aggregate principal amount equal to the aggregate principal amount of New Securities surrendered to the Issuer by such Holder in exchange therefor or being sold by such Holder; such Exchange Securities to be registered in the name of such Holder or in the name of the purchaser(s) of such Securities, as the case may be; in return, the New Securities held by such Holder shall be surrendered to the Issuer for cancellation;

(xiv) subject to the terms of the Indenture, cooperate with the selling Holders and the underwriter(s), if any, to facilitate the timely preparation and delivery of certificates representing Transfer Restricted Securities to be sold and not bearing any restrictive legends; and enable such Transfer Restricted Securities to be in such denominations and registered in such names as the Holders or the underwriter(s), if any, may request at least two Business Days prior to any sale of Transfer Restricted Securities made by such Holders or underwriter(s);

(xv) use its commercially reasonable efforts to cause the Transfer Restricted Securities covered by the Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the seller or sellers thereof or the underwriter(s), if any, to consummate the disposition of such Transfer Restricted Securities, subject to the proviso contained in Section 6(c) (xii) hereof;

(xvi) if any fact or event contemplated by Section 6(c)(iii)(D) hereof shall exist or have occurred, prepare a supplement or post-effective amendment to the Registration Statement or related Prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered to the purchasers of Transfer Restricted Securities, the Prospectus will not contain an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein not misleading;

(xvii) not later than the effective date of the Registration Statement covering such Exchange Securities, provide that the CUSIP and ISIN numbers for all Exchange Securities shall be the same unrestricted CUSIP and ISIN numbers born by the Exchange Securities (as defined in the Existing Registration Rights Agreement) and provide the Trustee under the applicable Indenture with printed certificates for such Exchange Securities which are in a form eligible for deposit with the Depository Trust Company and take all other action necessary to ensure that all such Exchange Securities are eligible for deposit with the Depository Trust Company;

(xviii) cooperate and assist in any filings required to be made with the FINRA and in the performance of any due diligence investigation by any underwriter (including any "qualified independent underwriter") that is required to be retained in accordance with the rules and regulations of the FINRA;

(xix) otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, and make generally available to its security holders, as soon as practicable, a consolidated earning statement meeting the requirements of Rule 158 (which need not be audited) for the twelve-month period (A) commencing at the end of any fiscal quarter in which Transfer Restricted Securities are sold to underwriters in a firm commitment or best efforts Underwritten Offering or (B) if not sold to underwriters in such an offering, beginning with the first month of the Issuer's first fiscal quarter commencing after the effective date of the Registration Statement;

(xx) cause the Indenture to continue to be qualified under the Trust Indenture Act as of and not later than the effective date of the first Registration Statement required by this Agreement, and, in connection therewith, cooperate with the Trustee and the Holders of Securities to effect such changes to the Indenture as may be required for such Indenture to remain qualified in accordance with the terms of the Trust Indenture Act; and to execute, and to use its commercially reasonable efforts to cause the Trustee to execute, all documents that may be required to effect such changes and all other forms and documents required to be filed with the Commission to enable such Indenture to be so qualified in a timely manner;

(xxi) cause all Securities covered by the Registration Statement to be listed on each securities exchange or automated quotation system on which similar securities issued by the Issuer are then listed if requested by the Holders of a majority in aggregate principal amount of New Securities or the managing underwriter(s), if any; and

(xxii) provide promptly to each Holder upon request each document filed with the Commission pursuant to the requirements of Section 13 and Section 15 of the Exchange Act.

Each Holder agrees by acquisition of a Transfer Restricted Security that, upon receipt of any notice from the Issuer of the existence of any fact of the kind described in Section 6(c)(iii)(D) hereof, such Holder will forthwith discontinue disposition of Transfer Restricted Securities pursuant to the applicable Registration Statement until such Holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 6(c)(xvi) hereof, or until it is advised in writing (the "Advice") by the Issuer that the use of the Prospectus may be resumed, and has received copies of any additional or supplemental filings that are incorporated by reference in the Prospectus. If so directed by the Issuer, each Holder will deliver to the Issuer (at the Issuer's expense) all copies, other than permanent file copies then in such Holder's possession, of the Prospectus covering such Transfer Restricted Securities that was current at the time of receipt of such notice. In the event the Issuer shall give any such notice, the time period regarding the effectiveness of such Registration Statement set forth in Section 3 or 4 hereof, as applicable, shall be extended by the number of days (a "Delay Period") during the period from and including the date of the giving of such notice pursuant to Section 6(c)(iii)(D) hereof to and including the date when each selling Holder covered by such Registration Statement shall have received the copies of the supplemented or amended Prospectus contemplated by Section 6(c)(xvi) hereof or shall have received the Advice; *provided* that there shall not be more than 75 days of Delay Periods during any 12-month period; *provided further, however*, that (except as provided in Section 5(iv) hereof) no such extension shall be taken into account in determining whether Additional Interest is due pursuant to Section 5 hereof or the amount of such Additional Interest, it being agreed that the Issuer's option to suspend use of a Registration Statement pursuant to this paragraph shall be treated as a Registration Default for purposes of Section 5 hereof.

#### SECTION 7. *Registration Expenses.*

(a) All expenses incident to the Issuer's and the Guarantor's performance of or compliance with this Agreement will be borne by the Issuer and the Guarantors, jointly and severally, regardless of whether a Registration Statement becomes effective, including, without limitation: (i) all registration and filing fees and expenses (including filings made by any Initial Purchaser or Holder with the FINRA (and, if applicable, the fees and expenses of any "qualified independent underwriter", and one counsel to such person, that may be required by the rules and regulations of the FINRA); (ii) all fees and expenses of compliance with federal securities and state securities or blue sky laws (including the reasonable fees and disbursements of one counsel to the Holder of Transfer Restricted Securities); (iii) all expenses of printing (including printing certificates for the Exchange Securities to be issued in the Exchange Offer and printing of Prospectuses), messenger and delivery services and telephone; (iv) all fees and disbursements of counsel for the Issuer and the Guarantors and, subject to Section 7(b) hereof, one counsel to the Holders of Transfer Restricted Securities; (v) all application and filing fees in connection with listing the Exchange Securities on a securities exchange or automated quotation system pursuant to the requirements thereof; and (vi) all fees and disbursements of independent certified public accountants of the Issuer and the Guarantors (including the expenses of any special audit and comfort letters required by or incident to such performance).

Each of the Issuer and the Guarantors will, in any event, bear its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expenses of any annual audit and the fees and expenses of any Person, including special experts, retained by the Issuer or the Guarantors.

(b) In connection with any Registration Statement required by this Agreement (including, without limitation, the Exchange Offer Registration Statement and the Shelf Registration Statement), the Issuer and the Guarantors, jointly and severally, will reimburse the Initial Purchasers and the Holders of Transfer Restricted Securities being tendered in the Exchange Offer and/or resold pursuant to the “Plan of Distribution” contained in the Exchange Offer Registration Statement or registered pursuant to the Shelf Registration Statement, as applicable, for the reasonable fees and disbursements of not more than one counsel, who shall be Cahill Gordon & Reindel LLP or such other counsel as may be chosen by the Holders of a majority in principal amount of the Transfer Restricted Securities for whose benefit such Registration Statement is being prepared.

#### SECTION 8. *Indemnification.*

(a) The Issuer and the Guarantors, jointly and severally, agree to indemnify and hold harmless (i) each Holder and (ii) each Person, if any, who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) any Holder (any of the Persons referred to in this clause (ii) being hereinafter referred to as a “controlling person”) and (iii) the respective officers, directors, partners, employees, representatives and agents of any Holder or any controlling person (any Person referred to in clause (i), (ii) or (iii) may hereinafter be referred to as an “**Indemnified Holder**”), to the fullest extent lawful, from and against any and all losses, claims, damages, liabilities, judgments, actions and expenses (including, without limitation, and as incurred, reimbursement of all reasonable costs of investigating, preparing, pursuing, settling, compromising, paying or defending any claim or action, or any investigation or proceeding by any governmental agency or body, commenced or threatened, including the reasonable fees and expenses of counsel to any Indemnified Holder), joint or several, directly or indirectly caused by, related to, based upon, arising out of or in connection with any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement, Prospectus (or any amendment or supplement thereto) or Free Writing Prospectus, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such losses, claims, damages, liabilities or expenses are caused by an untrue statement or omission or alleged untrue statement or omission that is made in reliance upon and in conformity with information relating to any of the Holders furnished in writing to the Issuer by any of the Holders expressly for use therein. This indemnity agreement shall be in addition to any liability that the Issuer or any of the Guarantors may otherwise have.

In case any action or proceeding (including any governmental or regulatory investigation or proceeding) shall be brought or asserted against any of the Indemnified Holders with respect to which indemnity may be sought against the Issuer or the Guarantors, such Indemnified Holder (or the Indemnified Holder controlled by such controlling person) shall promptly notify the Issuer and the Guarantors in writing; *provided, however*, that the failure to give such notice shall not relieve any of the Issuer or the Guarantors of its obligations pursuant to this Agreement. Such Indemnified Holder shall have the right to employ its own counsel in any such action and the fees and expenses of such counsel shall be paid, as incurred, by the Issuer and the Guarantors (regardless of whether it is ultimately determined that an Indemnified Holder is not entitled to indemnification hereunder). The Issuer and the Guarantors shall not, in connection with any one such action or proceeding or separate but substantially similar or related actions or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) at any time for such Indemnified Holders, which firm shall be designated by the Holders. The Issuer and the Guarantors shall be liable for any settlement of any such action or proceeding effected with the Issuer's and the Guarantors' prior written consent, which consent shall not be withheld unreasonably, and each of the Issuer and the Guarantors agrees to indemnify and hold harmless any Indemnified Holder from and against any loss, claim, damage, liability or expense by reason of any settlement of any action effected with the written consent of the Issuer and the Guarantors. The Issuer and the Guarantors shall not, without the prior written consent of each Indemnified Holder, settle or compromise or consent to the entry of judgment in or otherwise seek to terminate any pending or threatened action, claim, litigation or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not any Indemnified Holder is a party thereto), unless such settlement, compromise, consent or termination includes an unconditional release of each Indemnified Holder from all liability arising out of such action, claim, litigation or proceeding.

(b) Each Holder of Transfer Restricted Securities agrees, severally and not jointly, to indemnify and hold harmless the Issuer, the Guarantors and their respective directors, officers of the Issuer and the Guarantors who sign a Registration Statement, and any Person controlling (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) the Issuer or any of the Guarantors, and the respective officers, directors, partners, employees, representatives and agents of each such Person, to the same extent as the foregoing indemnity from the Issuer and the Guarantors to each of the Indemnified Holders, but only with respect to claims and actions based on information relating to such Holder furnished in writing by such Holder expressly for use in any Registration Statement. In case any action or proceeding shall be brought against the Issuer, the Guarantors or their respective directors or officers or any such controlling person in respect of which indemnity may be sought against a Holder of Transfer Restricted Securities, such Holder shall have the rights and duties given the Issuer and the Guarantors, and the Issuer, the Guarantors, their respective directors and officers and such controlling person shall have the rights and duties given to each Holder by the preceding paragraph.

(c) If the indemnification provided for in this Section 8 is unavailable to an indemnified party under Section 8(a) or (b) hereof (other than by reason of exceptions provided in those Sections) in respect of any losses, claims, damages, liabilities, judgments, actions or expenses referred to therein, then each applicable indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative benefits received by the Issuer and the Guarantors, on the one hand, and the Holders, on the other hand, from the Initial Placement (which in the case of the Issuer and the Guarantors shall be deemed to be equal to the total gross proceeds to the Issuer and the Guarantors from the Initial Placement), the amount of Additional Interest which did not become payable as a result of the filing of the Registration Statement resulting in such losses, claims, damages, liabilities, judgments actions or expenses, and such Registration Statement, or if such allocation is not permitted by applicable law, the relative fault of the Issuer and the Guarantors, on the one hand, and the Holders, on the other hand, in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative fault of the Issuer and the Guarantors, on the one hand, and of the Indemnified Holder on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuer or any of the Guarantors, on the one hand, or the Indemnified Holders, on the other hand, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include, subject to the limitations set forth in the second paragraph of Section 8(a) hereof, any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any action or claim.

The Issuer, the Guarantors and each Holder of Transfer Restricted Securities agree that it would not be just and equitable if contribution pursuant to this Section 8(c) were determined by pro rata allocation (even if the Holders were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages, liabilities or expenses referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 8, none of the Holders (and its related Indemnified Holders) shall be required to contribute, in the aggregate, any amount in excess of the amount by which the total discount received by such Holder with respect to the New Securities exceeds the amount of any damages which such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The Holders' obligations to contribute pursuant to this Section 8(c) are several in proportion to the respective principal amount of New Securities held by each of the Holders hereunder and not joint.

SECTION 9. *Rule 144A.* Each of the Issuer and the Guarantors hereby agrees with each Holder, for so long as any Transfer Restricted Securities remain outstanding, to make available to any Holder or beneficial owner of Transfer Restricted Securities in connection with any sale thereof and any prospective purchaser of such Transfer Restricted Securities from such Holder or beneficial owner, the information required by Rule 144A(d)(4) under the Securities Act in order to permit resales of such Transfer Restricted Securities pursuant to Rule 144A under the Securities Act.



SECTION 10. *Participation in Underwritten Registrations.* No Holder may participate in any Underwritten Registration hereunder unless such Holder (a) agrees to sell such Holder's Transfer Restricted Securities on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements and (b) completes and executes all reasonable questionnaires, powers of attorney, indemnities, underwriting agreements, lock-up letters and other documents required under the terms of such underwriting arrangements.

SECTION 11. *Selection of Underwriters.* The Holders of Transfer Restricted Securities covered by the Shelf Registration Statement who desire to do so may sell such Transfer Restricted Securities in an Underwritten Offering. In any such Underwritten Offering, the investment banker(s) and managing underwriter(s) that will administer such offering will be selected by the Holders of a majority in aggregate principal amount of the Transfer Restricted Securities included in such offering; *provided, however*, that such investment banker(s) and managing underwriter(s) must be reasonably satisfactory to the Issuer.

SECTION 12. *Miscellaneous.*

(a) *Remedies.* Each of the Issuer and the Guarantors hereby agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Agreement and hereby agree to waive the defense in any action for specific performance that a remedy at law would be adequate.

(b) *No Inconsistent Agreements.* Each of the Issuer and the Guarantors will not on or after the date of this Agreement enter into any agreement with respect to its securities that conflicts with the provisions hereof. The rights granted to the Holders hereunder do not in any way conflict with the rights granted to the holders of the Issuer's or any of the Guarantors' securities under any agreement in effect on the date hereof.

(c) *Adjustments Affecting the Securities.* The Issuer will not effect any change, or permit any change to occur, in each case, with respect to the terms of the Securities that would materially and adversely affect the ability of the Holders to Consummate any Exchange Offer.

(d) *Amendments and Waivers.* The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to or departures from the provisions hereof may not be given unless the Issuer has (i) in the case of Section 5 hereof and this Section 12(d)(i), obtained the written consent of Holders of all outstanding Transfer Restricted Securities and (ii) in the case of all other provisions hereof, obtained the written consent of Holders of a majority of the outstanding principal amount of Transfer Restricted Securities (excluding any Transfer Restricted Securities held by the Issuer or their Affiliates). Notwithstanding the foregoing, a waiver or consent to departure from the provisions hereof that relates exclusively to the rights of Holders whose securities are being tendered pursuant to the Exchange Offer and that does not affect directly or indirectly the rights of other Holders whose securities are not being tendered pursuant to such Exchange Offer may be given by the Holders of a majority of the outstanding principal amount of Transfer Restricted Securities being tendered or registered; *provided, however*, that, with respect to any matter that directly or indirectly affects the rights of any Initial Purchaser hereunder, the Issuer shall obtain the written consent of each such Initial Purchaser with respect to which such amendment, qualification, supplement, waiver, consent or departure is to be effective.

(e) *Notices.* All notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, first-class mail (registered or certified, return receipt requested), telex, telecopier, or air courier guaranteeing overnight delivery:

(i) if to a Holder, at the address set forth on the records of the Registrar under the Indenture, with a copy to the Registrar under the Indenture; and

(ii) if to the Issuer or the Guarantors:

Berry Global, Inc.  
101 Oakley St.  
Evansville, IN 47710  
Facsimile: (812) 492-9391  
Attention: Mark Miles

With a copy to:

Bryan Cave Leighton Paisner LLP  
One Atlantic Center, Fourteenth Floor  
1201 W. Peachtree St., NW,  
Atlanta, GA 30309  
Telecopier No.: (404) 572-6999  
Attention: Eliot W. Robinson

All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; when answered back, if telexed; when receipt acknowledged, if telecopied; and on the next Business Day, if timely delivered to an air courier guaranteeing overnight delivery.

Copies of all such notices, demands or other communications shall be concurrently delivered by the Person giving the same to the Trustee at the address specified in the Indenture.

(f) *Successors and Assigns.* This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties, including, without limitation, and without the need for an express assignment, subsequent Holders of Transfer Restricted Securities; *provided, however,* that this Agreement shall not inure to the benefit of or be binding upon a successor or assign of a Holder unless and to the extent such successor or assign acquired Transfer Restricted Securities from such Holder.

(g) *Counterparts.* This Agreement may be executed in any number of counterparts (which may be delivered in original form or by facsimile or “.pdf” file) and by the 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 agreement.

(h) *Headings.* The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(i) *Governing Law.* THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAW RULES THEREOF.

(j) *Severability.* In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

(k) *Entire Agreement.* This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein with respect to the registration rights granted by the Issuer and the Guarantors with respect to the Transfer Restricted Securities. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Very truly yours,

BERRY GLOBAL, INC.

By: /s/ Jason K. Greene

Name: Jason K. Greene

Title: Executive Vice President, General Counsel and Secretary

*[Signature Page to Registration Rights Agreement]*

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AEROCON, LLC  
AVINTIV ACQUISITION CORPORATION  
AVINTIV INC.  
AVINTIV SPECIALTY MATERIALS INC.  
BERRY FILM PRODUCTS ACQUISITION COMPANY, INC.  
BERRY FILM PRODUCTS COMPANY, INC.  
BERRY PLASTICS ACQUISITION CORPORATION V  
BERRY PLASTICS ACQUISITION CORPORATION XII  
BERRY PLASTICS ACQUISITION CORPORATION XIII  
BERRY GLOBAL FILMS, LLC  
BERRY PLASTICS ACQUISITION LLC X  
BERRY PLASTICS DESIGN, LLC  
BERRY PLASTICS FILMCO, INC.  
BERRY PLASTICS 1K, LLC  
BERRY PLASTICS OPCO, INC.  
BERRY PLASTICS SP, INC.  
BERRY PLASTICS TECHNICAL SERVICES, INC.  
BERRY SPECIALTY TAPES, LLC  
BERRY STERLING CORPORATION  
BPRES BRAZIL HOLDING INC.  
BPRES CLOSURE SYSTEMS, LLC  
BPRES CLOSURES KENTUCKY INC.  
BPRES CLOSURES, LLC  
BPRES DELTA INC.  
BPRES HEALTHCARE BROOKVILLE INC.  
BPRES HEALTHCARE PACKAGING INC.  
BPRES PLASTIC PACKAGING INC.  
BPRES PLASTICS SERVICES COMPANY INC.  
BPRES PRODUCT DESIGN AND ENGINEERING INC.  
BPRES SPECIALTY PRODUCTS PUERTO RICO INC.  
CAPLAS LLC  
CAPLAS NEPTUNE, LLC  
CAPTIVE PLASTICS HOLDINGS, LLC  
CAPTIVE PLASTICS, LLC  
CARDINAL PACKAGING, INC.  
CHICOPEE, INC.  
COVALENCE SPECIALTY ADHESIVES LLC  
COVALENCE SPECIALTY COATINGS LLC  
CPI HOLDING CORPORATION  
DOMINION TEXTILE (USA), L.L.C.  
FABRENE, L.L.C.  
FIBERWEB GEOS, INC.  
FIBERWEB, LLC  
KERR GROUP, LLC  
KNIGHT PLASTICS, LLC  
OLD HICKORY STEAMWORKS, LLC  
PACKERWARE, LLC  
PESCOR, INC.  
PGI EUROPE, INC.  
PGI POLYMER, INC.  
PLIANT INTERNATIONAL, LLC  
PLIANT, LLC  
POLY-SEAL, LLC  
PRISTINE BRANDS CORPORATION  
PROVIDENCIA USA, INC.  
ROLLPAK CORPORATION  
SAFFRON ACQUISITION, LLC  
SETCO, LLC  
SUN COAST INDUSTRIES, LLC  
UNIPLAST HOLDINGS, LLC  
UNIPLAST U.S., INC.  
VENTURE PACKAGING, INC.  
VENTURE PACKAGING MIDWEST, INC., each as a Subsidiary Guarantor

By: /s/ Jason K. Greene

Name: Jason K. Greene

Title: Executive Vice President, General Counsel and Secretary



GLOBAL CLOSURE SYSTEMS AMERICA 1, INC.  
LETICA CORPORATION  
LETICA RESOURCES, INC.  
M&H PLASTICS, INC.  
RPC BRAMLAGE, INC.  
RPC LEOPARD HOLDINGS, INC.  
RPC PACKAGING HOLDINGS (US), INC.  
RPC PROMENS INC.  
RPC SUPERFOS US, INC.  
RPC ZELLER PLASTIK LIBERTYVILLE, INC., each as a Subsidiary  
Guarantor

By: /s/ Jason K. Greene

Name: Jason K. Greene

Title: Executive Vice President, General Counsel and Assistant  
Secretary

LADDAWN, INC.  
DUMPLING ROCK, LLC  
ESTERO PORCH, LLC  
LAMB'S GROVE, LLC  
MILLHAM, LLC  
SUGDEN, LLC, each as a Subsidiary Guarantor

By: /s/ Jason K. Greene

Name: Jason K. Greene

Title: Executive Vice President

[Signature Page to Registration Rights Agreement]

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GRAFCO INDUSTRIES LIMITED PARTNERSHIP, as a Subsidiary  
Guarantor

By: CAPLAS NEPTUNE, LLC  
its General Partner

By: /s/ Jason K. Greene  
\_\_\_\_\_  
Name: Jason K. Greene  
Title: Executive Vice President, General Counsel and Secretary

CHOCKSETT ROAD LIMITED PARTNERSHIP, as a Subsidiary Guarantor

By: BERRY GLOBAL, INC.  
its General Partner

By: /s/ Jason K. Greene  
\_\_\_\_\_  
Name: Jason K. Greene  
Title: Executive Vice President, General Counsel and Secretary

CHOCKSETT ROAD REALTY TRUST, as a Subsidiary Guarantor

By: LADDAWN, INC.  
its Trustee

By: /s/ Jason K. Greene  
\_\_\_\_\_  
Name: Jason K. Greene  
Title: Executive Vice President, General Counsel and Secretary

[Signature Page to Registration Rights Agreement]

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BERRY GLOBAL GROUP, INC., as the Parent Guarantor

By: /s/ Jason K. Greene

Name: Jason K. Greene

Title: Executive Vice President, Chief Legal Officer and Secretary

[Signature Page to Registration Rights Agreement]

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The foregoing Registration Rights Agreement is hereby confirmed and accepted as of the date first above written:

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Christopher Wood  
Name: Christopher Wood  
Title: Managing Director

GOLDMAN SACHS & CO. LLC

By: /s/ Douglas Buffone  
Name: Douglas Buffone  
Title: Managing Director

WELLS FARGO SECURITIES, LLC

By: /s/ Carolyn Hurley  
Name: Carolyn Hurley  
Title: Managing Director

[Signature Page to Registration Rights Agreement]

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