

**BANK OF AMERICA, N.A.
MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED
One Bryant Park
New York, New York 10036**

CONFIDENTIAL

April 2, 2019

BERRY GLOBAL, INC.
101 Oakley Street
Evansville, Indiana 47710
Attention: Mark W. Miles,
Chief Financial Officer

**GOLDMAN SACHS LENDING PARTNERS LLC
GOLDMAN SACHS & CO. LLC**
200 West Street
New York, NY 10282

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

JPMORGAN CHASE BANK, N.A.
383 Madison Avenue
New York, NY 10179

MORGAN STANLEY SENIOR FUNDING, INC.
1585 Broadway
New York, NY 10036

**ROYAL BANK OF CANADA
RBC CAPITAL MARKETS, LLC**
200 Vesey Street
New York, New York 10281

BARCLAYS
745 Seventh Avenue
New York, New York 10019

**BANK OF MONTREAL
BMO CAPITAL MARKETS CORP.**
3 Times Square, 28th Floor
New York, NY 10036

DEUTSCHE BANK AG NEW YORK BRANCH

**DEUTSCHE BANK AG CAYMAN ISLANDS BRANCH
DEUTSCHE BANK SECURITIES INC.**

60 Wall Street
New York, NY 10005

UBS AG, STAMFORD BRANCH

600 Washington Boulevard
Stamford, Connecticut 06901

UBS SECURITIES LLC

1285 Avenue of the Americas
New York, New York 10019

U.S. BANK NATIONAL ASSOCIATION

3 Bryant Park, 15th Floor
1095 Avenue of the Americas
New York, NY 10036

U.S. BANCORP INVESTMENTS, INC.

214 N Tryon S., 26th Floor
Charlotte, NC 28202

Target Financing and Backstop Financing Syndication, Engagement and Fee Letters Joinder

Ladies and Gentlemen:

Reference is made to (i) that certain Project Reno Amended and Restated Target Financing, Syndication, Engagement and Fee Letter dated as of March 29, 2019 (the “**Original Amended and Restated Target Financing Syndication and Fee Letter**”, a copy of which is attached as Annex I hereto), among Berry Global, Inc. (the “**Borrower**”), Goldman Sachs Bank USA (“**GS Bank**”), Goldman Sachs Lending Partners, LLC (“**GSLP**” and together with GS Bank, each acting through itself or one of its affiliates, “**Goldman Sachs**”), Wells Fargo Securities, LLC (“**WF Securities**”), Wells Fargo Bank, National Association (“**WF Bank**”), J.P. Morgan Chase Bank, N.A. (“**JPMCB**”), Morgan Stanley Bank, N.A. (“**MS**”), RBC Capital Markets¹ (“**RBCCM**”), Royal Bank of Canada (“**RBC**”), Barclays Bank PLC (“**Barclays**”), BMO Capital Markets Corp. (“**BMO Capital Markets**”), Bank of Montreal (“**BMO**”), Deutsche Bank Securities Inc. (“**Deutsche Bank Securities**”), Deutsche Bank AG New York Branch (“**DBNY**”), Deutsche Bank AG Cayman Islands Branch (“**DBCI**”), UBS Securities LLC (“**UBS Securities**”), UBS AG, Stamford Branch (“**UBS**”), U.S. Bank National Association (“**U.S. Bank**”) and U.S. Bancorp Investments, Inc. (“**U.S. Bancorp**,” together with Goldman Sachs, WF Securities, WF Bank, JPMCB, MS, RBCCM, RBC, Barclays, BMO Capital Markets, BMO, Deutsche Bank Securities, DBNY, DBCI, UBS Securities, UBS and U.S. Bank, collectively, in such capacities thereunder, the “**Initial Agents**”) and (ii) the Project Reno Amended and Restated Backstop Financing Syndication, Engagement and Fee Letter dated as of March 29, 2019 (the “**Original Amended and Restated Backstop Financing Syndication and Fee Letter**”, a copy of which is attached as Annex II hereto, and together with the Original Amended and Restated Target Financing Syndication and Fee Letter, the “**Original Syndication and Fee Letters**”) among the Borrower and the Initial Agents. Capitalized terms used in this

¹ RBC Capital Markets is the brand name for the capital markets activities of Royal Bank of Canada and its affiliates.

letter agreement but not defined herein are used with the meanings assigned to them in the Original Syndication and Fee Letters.

1. Additional Agent.

The Initial Agents and the Borrower agree that, pursuant to paragraph 1 of Section 4 of each of the Original Syndication and Fee Letters, and notwithstanding anything to the contrary contained therein, the Borrower hereby appoints (i) Merrill Lynch, Pierce, Fenner and Smith Incorporated (or any of its designated affiliates, "**MLPFS**") and Bank of America, N.A. ("**Bank of America**" together with MLPFS, the "**Additional Agents**" and each, individually, in their respective capacities, an "**Additional Agent**") as Additional Agents pursuant to each of the Original Syndication and Fee Letters and (ii) MLPFS as co-manager under each of the Facilities. Upon the effectiveness of this letter agreement and the assignments and assumptions under each of the Facilities, Bank of America shall constitute an "Initial Lender" and MLPFS shall constitute an "Arranger" (and may be included in the terms "we", "us" and "our", as applicable), in each case, under the Original Syndication and Fee Letters. For purposes of the fees payable pursuant to each of the Original Syndication and Fee Letters, the commitments made by Bank of America pursuant to the Facilities on the date hereof will be deemed to have been made on the date of the Original Syndication and Fee Letters. Any and all obligations of, and services to be provided by MLPFS under the Original Syndication and Fee Letters may be performed and any and all rights of the MLPFS under the Original Syndication and Fee Letters may be exercised by or through any of its affiliates or branches.

The parties hereto agree that MLPFS may, without notice to the Borrower, assign its rights and obligations under this letter agreement to any other registered broker-dealer wholly-owned by Bank of America Corporation to which all or substantially all of Bank of America Corporation's or any of its subsidiaries' investment banking, commercial lending services or related businesses may be transferred following the date of this letter agreement.

2. Miscellaneous.

This letter agreement and any claim, controversy or dispute arising under or related to this letter agreement (including, without limitation, any claims sounding in contract law or tort law arising out of the subject matter hereof) shall be governed by, and construed in accordance with, the laws of the State of New York. This letter agreement may not be amended or waived except by an instrument in writing signed by each of the parties hereto. This letter agreement is deemed incorporated into, and governed by all of the terms of the Original Syndication and Fee Letters, *mutatis mutandis*, including, without limitation, the confidentiality, indemnity, waiver of jury trial, jurisdiction and termination provisions included in the Original Syndication and Fee Letters and will bind each of the parties hereto in the same manner and to the same extent as such provisions apply to the Original Syndication and Fee Letters and the original parties thereto. Except as expressly modified above, the provisions of the Original Syndication and Fee Letters, each as modified by this letter agreement, shall remain in full force and effect. Notwithstanding anything in the Original Syndication and Fee Letters to the contrary, each reference in the Original Syndication and Fee Letters to the "Amended Letter" shall mean and be a reference to the respective Original Syndication and Fee Letter as modified hereby. This letter agreement may be executed in two or more counterparts, each of which, when so executed and delivered, will be deemed to be an original, and taken together, will constitute one and the same instrument. This letter agreement may be delivered by the exchange of signed signature pages by facsimile transmission or by e-mail, and any printed or copied version of any signature page so delivered will have the same force and effect as an original signed signature page. You acknowledge that we may receive a benefit, including without limitation, a discount, credit or other accommodation, from any of such counsel based on the fees

such counsel may receive on account of their relationship with us including, without limitation, fees paid pursuant hereto.

3. Exercise of Rights, etc.

Each Additional Agent's decision to enter into this letter agreement is based on such Additional Agent's independent investigation of the financial condition, creditworthiness, affairs and status of the Borrower as such Additional Agent has deemed appropriate and not in reliance on any of the Initial Agents or any of their respective affiliates, or any material or information provided to such Additional Agent by any of the Initial Agents or any of their respective affiliates, which, if so furnished, is hereby acknowledged by such Additional Agent to have been for informational purposes only and without representation or warranty by any of the Initial Agents or any of their respective affiliates.

Each Additional Agent agrees to be bound by the terms and conditions, subject to all commitments and obligations, and entitled to all of the rights and benefits (including, but not limited to, the titles, compensation and indemnity provisions) under the Original Syndication and Fee Letters as if such Additional Agent was originally a party thereto. References in the Original Syndication and Fee Letters to the "parties hereto" and similar expressions shall include the Additional Agents. It is understood that, other than as permitted by the Original Syndication and Fee Letters, and as otherwise agreed to by the Borrower and the Initial Agents, that no other titles may be given, or compensation paid, to lenders in respect of the Facilities. Please indicate your acceptance of the terms hereof by signing in the appropriate space below.

[Remainder of this page intentionally left blank]

BANK OF AMERICA, N.A.

By: 

Name: **Mark W. Kushemba**

Title: **Managing Director**

**MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED**

By: 


Name: **Mark W. Kushemba**

Title: **Managing Director**

Accepted and agreed to as of
the date first written above:

BERRY GLOBAL, INC.

By:


Name: Jason Greene
Title: EVP

GOLDMAN SACHS BANK USA

By: _____
Name: Robert Ehudin
Title: Authorized Signatory

GOLDMAN SACHS LENDING PARTNERS LLC

By: _____
Name: Robert Ehudin
Title: Authorized Signatory


WELLS FARGO BANK, NATIONAL ASSOCIATION

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

WELLS FARGO SECURITIES, LLC

By: Jake Potkevich
Name: Jake Potkevich
Title: Managing Director

JPMORGAN CHASE BANK, N.A.

By: 

Name: Justin Martin

Title: Authorized Officer

MORGAN STANLEY BANK, N.A.

By: 

Name: Robbie Pearson

Title: Authorized Signatory

ROYAL BANK OF CANADA

By: 

Name: Sinan Tarlan

Title: Authorized Signatory


RBC CAPITAL MARKETS, LLC

By: 

Name: JAMES S. WOLFE

Title: MANAGING DIRECTOR
HEAD OF GLOBAL LEVERAGED FINANCE

BARCLAYS BANK PLC

By: 

Name: Brad Aston

Title: Managing Director

BANK OF MONTREAL



By: _____

Name: Tyler Craig

Title: Managing Director

BMO CAPITAL MARKETS CORP.



By: _____

Name: Tyler Craig

Title: Managing Director

DEUTSCHE BANK AG NEW YORK BRANCH

By: Edwin E. Roland
Name: Edwin E. Roland
Title: Managing Director

By: Joseph Pandolfo
Name: Joseph Pandolfo
Title: Director

DEUTSCHE BANK AG CAYMAN ISLANDS BRANCH

By: Edwin E. Roland
Name: Edwin E. Roland
Title: Managing Director

By: Joseph Pandolfo
Name: Joseph Pandolfo
Title: Director

DEUTSCHE BANK SECURITIES LLC

By: Edwin E. Roland
Name: Edwin E. Roland
Title: Managing Director

By: Joseph Pandolfo
Name: Joseph Pandolfo
Title: Director

UBS AG, STAMFORD BRANCH

By: [Signature]
Name: Luke BARTOLONE
Title: EXECUTIVE DIRECTOR

By: [Signature]
Name: Kevin T. Pluff
Title: Managing Director
Leveraged Capital Markets

UBS SECURITIES LLC

By: [Signature]
Name: Luke BARTOLONE
Title: EXECUTIVE DIRECTOR

By: [Signature]
Name: Kevin T. Pluff
Title: Managing Director
Leveraged Capital Markets

U.S. BANK NATIONAL ASSOCIATION

By: 

Name: Neil Brisson

Title: Managing Director

U.S. BANCORP INVESTMENTS, INC.

By: 

Name: Jeff Kane

Title: Managing Director

ANNEX I

EXECUTION VERSION

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

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

**JPMORGAN CHASE
BANK, N.A.**
383 Madison Avenue
New York, NY 10179

**MORGAN STANLEY
SENIOR FUNDING, INC.**
1585 Broadway
New York, NY 10036

**ROYAL BANK OF CANADA
RBC CAPITAL MARKETS,
LLC**
200 Vesey Street
New York, New York 10281

BARCLAYS
745 Seventh Avenue
New York, New York 10019

**BANK OF MONTREAL
BMO CAPITAL MARKETS
CORP.**
3 Times Square
New York, NY 10036

**DEUTSCHE BANK AG NEW
YORK BRANCH
DEUTSCHE BANK AG
CAYMAN ISLANDS BRANCH
DEUTSCHE BANK
SECURITIES INC.**
60 Wall Street
New York, NY 10005

UBS AG, STAMFORD BRANCH
600 Washington Boulevard
Stamford, Connecticut 06901
UBS SECURITIES LLC
1285 Avenue of the Americas
New York, New York 10019

**U.S. BANK NATIONAL
ASSOCIATION**
3 Bryant Park, 15th Floor
1095 Avenue of the Americas
New York, NY 10036
**U.S. BANCORP
INVESTMENTS, INC.**
214 N. Tryon Street, 26th Floor
Charlotte, North Carolina 28202

March 29, 2019

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

Project Reno Amended and Restated Target Financing Syndication, Engagement and Fee Letter

Ladies and Gentlemen:

Reference is made to the Project Reno Target Financing, Syndication, Engagement and Fee Letter dated as of March 8, 2019 (the “**Original Signing Date**”) among you, Goldman Sachs (as defined below) and WF Bank (as defined below) (the “**Original Syndication and Fee Letter**”). This Project Reno Amended and Restated Target Financing Syndication, Engagement and Fee Letter (this “**Amended Letter**”) supersedes and replaces in its entirety the Original Syndication and Fee Letter. The parties hereto acknowledge and agree that, except to the extent contemplated hereby, this Amended Letter does not constitute a novation or termination of your or our obligations or liabilities under the Original Syndication and Fee Letter as in effect prior to the date hereof.

This Amended Letter is also delivered to you in connection with (i) the Amended and Restated Term Loan Credit Agreement, dated as of March 29, 2019, among Berry Global, Inc. (the “**Borrower**” or “**you**”), Goldman Sachs Bank USA (“**GS Bank**”), as administrative agent (the “**Term Loan Administrative**

Agent”), and GS Bank, Goldman Sachs Lending Partners, LLC (“*GSLP*” and together with GS Bank, each acting through itself or one of its affiliates, “*Goldman Sachs*”), Wells Fargo Bank, National Association (“*WF Bank*”), JPMorgan Chase Bank, N.A. (acting through itself or one of its affiliates, “*JPMCB*”), Morgan Stanley Senior Funding, Inc. (“*MSSF*”), Royal Bank of Canada (“*RBC*”), Barclays Bank PLC (“*Barclays*”), Bank of Montreal (“*BMO*”), Deutsche Bank AG New York Branch (“*DBNY*”), UBS AG, Stamford Branch (“*UBS*”) and U.S. Bank National Association (“*U.S. Bank*”), as initial lenders thereunder (the “*Term Loan Initial Lenders*”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “*Term Loan Agreement*”), (ii) the Amended and Restated First Lien Bridge Credit Agreement, dated as of March 29, 2019, among the Borrower, GS Bank, as administrative agent (the “*First Lien Bridge Administrative Agent*”), and Goldman Sachs, WF Bank, JPMCB, MSSF, RBC, Barclays, BMO, Deutsche Bank AG Cayman Islands Branch (“*DBCI*”), UBS and U.S. Bank, as initial lenders thereunder (the “*First Lien Bridge Initial Lenders*”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “*First Lien Bridge Agreement*” and, the Facility (as defined in the First Lien Bridge Agreement), the “*First Lien Bridge Facility*”) and (iii) the Amended and Restated Second Lien Bridge Credit Agreement, dated as of March 29, 2019, among the Borrower, WF Bank, as administrative agent (the “*Second Lien Bridge Administrative Agent*”), and WF Bank, Goldman Sachs, JPMCB, MSSF, RBC, Barclays, BMO, DBCI, UBS and U.S. Bank, as initial lenders thereunder (the “*Second Lien Bridge Initial Lenders*” and, together with the Term Loan Initial Lenders and the First Lien Bridge Initial Lenders, the “*Initial Lenders*”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “*Second Lien Bridge Agreement*” and, the Facility (as defined in the Second Lien Bridge Agreement), the “*Second Lien Bridge Facility*”). The Initial Term Facilities (as defined in the Term Loan Agreement), the First Lien Bridge Facility and the Second Lien Bridge Facility are collectively referred to herein as the “*Facilities*”. Goldman Sachs and Wells Fargo Securities, LLC (“*WF Securities*”) are acting as joint lead arrangers and bookrunners (the “*Lead Arrangers*”), JPMCB, MSSF and RBC Capital Markets¹ (“*RBCCM*”) are acting as joint bookrunners and Barclays, BMO Capital Markets Corp. (“*BMO Capital Markets*”), Deutsche Bank Securities Inc. (“*Deutsche Bank Securities*”), UBS Securities LLC (“*UBS Securities*”) and U.S. Bank are acting as co-managers (collectively with the Lead Arrangers, the “*Arrangers*”) in connection with the Facilities. Terms used in this Amended Letter that are defined in the Facilities have the meanings given therein, unless otherwise defined herein. The Borrower intends to use the Facilities for the purpose of (i) the proposed acquisition, directly or indirectly, of 100% of the outstanding shares of a corporation identified to us as “*Reno*” (the “*Target*”), which may be effected pursuant to a public offer by, or made on behalf of, the Borrower in accordance with the United Kingdom City Code on Takeovers and Mergers (and any practice statements issued by the Panel on Takeovers and Mergers in connection with the City Code) and the provisions of the Companies Act (collectively, the “*UK Takeover Rules*”) for the Borrower to acquire all of the Target shares not owned, held or agreed to be acquired by the Borrower (the “*Offer*”), or by means of a scheme of arrangement (the “*Scheme*”) effected pursuant to Part 26 of the Companies Act under which the Target shares will be cancelled (or transferred) and the Borrower will become the holder of new shares issued in place of such cancelled Target shares (or, as the case may be, the holder of such transferred Target shares) (either of such Offer or such Scheme, the “*Acquisition*”), (ii) the payment of fees and expenses related to the funding of the Facilities and the Acquisition and (iii) if the amendment of the Existing Term Loan Agreement (as defined below) is not successful, the repayment of all existing indebtedness thereunder with the Backstop Facilities and the payment of fees and expenses related to this clause (iii).

For purposes of this Amended Letter, “Closing Date” shall mean the date of consummation of the Acquisition with the proceeds of the Facilities (the “*Closing Date*”).

¹ RBC Capital Markets is the brand name for the capital markets activities of Royal Bank of Canada and its affiliates.

You acknowledge that this Amended Letter is neither an express nor an implied commitment by the Arrangers, the Initial Lenders or any of their respective affiliates to provide any financing or to provide or purchase loans in connection with the Acquisition or otherwise, which commitment is, for the avoidance of doubt, set forth in the Term Loan Agreement, the First Lien Bridge Agreement and the Second Lien Bridge Agreement, as applicable .

In connection with, and in consideration of the agreements contained in, the Facilities, you agree with us as follows.

1. ***Facility Fees.***

(a) As consideration for the commitment of the Initial Lenders in respect of the Initial Term Facilities under the Term Loan Agreement, you agree to pay to each Initial Lender, for its own account, a commitment fee (the “***New Term Loan Commitment Fee***”) equal to 0.75% (or, if the Closing Date does not occur within 180 days after the Original Signing Date, 1.00%) of the aggregate amount of the commitment of such Initial Lender in respect of the Initial Term Facilities under the Term Loan Agreement as of the date hereof. The New Term Loan Commitment Fee will be earned and payable in full on the Closing Date.

(b) As consideration for the commitment of each of the Lenders in respect of the Initial Term Facilities under the Term Loan Agreement to provide a portion of the Initial Term Facilities on the Closing Date, you agree to pay (or cause to be paid) to each Lender (including each Initial Lender in its capacity as a Lender), upfront fees in an amount equal to (x) in the case of the Initial Sterling Term Loans under the Term Loan Agreement, 0.50% and (y) in the case of the Initial Euro Term Loans under the Term Loan Agreement, 0.50%, in each case, of the principal amount of the Initial Term Facilities funded by such Lender as of the Closing Date (the “***Term Loan Upfront Fees***”). The Term Loan Upfront Fees will be earned and payable in full on the Closing Date. At the option of the Lead Arrangers, all or a portion of the Term Loan Upfront Fees may be structured as original issue discount.

(c) In addition, you agree to pay to the Lenders in connection with the Initial Term Facilities a ticking fee (the “***Ticking Fee***”) until the earlier to occur of (i) the Closing Date or (ii) the date of termination of the applicable commitments under the Initial Term Facilities without the occurrence of the Closing Date (such earlier date, the “***Ticking Fee Payment Date***”), at a rate per annum equal to:

(a) for the period commencing on the date that is the earlier of (i) 45 days after the date that the final allocations of the commitments are made with respect to the Initial Term Facilities (the “***Allocation Date***”) and (ii) July 31, 2019, until but excluding the date that is the earliest of (i) 91 days after the Allocation Date, (ii) 181 days after the Original Signing Date and (iii) the Ticking Fee Payment Date, (x) in the case of the Initial Sterling Term Loan Commitment (as of such earlier date), 50% of the Applicable Margin for Eurocurrency Loans to be denominated in Sterling and (y) in the case of the Initial Euro Term Loan Commitment (as of such earlier date), 50% of the Applicable Margin for Eurocurrency Loans to be denominated in Euros (in each case, after giving effect to any increase to the interest rates pursuant to clause (A) of the first paragraph under the heading “Market Flex & Escrow Funding” below) times the aggregate amount of the commitments in respect of such loans, respectively, under the Term Loan Agreement; and

(b) for the period commencing on the date that is the earlier of (i) 91 days after the Allocation Date and (ii) 181 days after the Original Signing Date, until but excluding the Ticking Fee Payment Date, (x) in the case of the Initial Sterling Term Loan Commitment (as of such earlier date), one-month LIBO Rate (it being understood that for purposes hereof LIBO Rate shall not be less than 0%) plus 100% of the Applicable Margin for Eurocurrency Loans to be

denominated in Sterling and (y) in the case of the Initial Euro Term Loan Commitment (as of such earlier date), one-month EURIBOR Rate (it being understood that for purposes hereof EURIBOR Rate shall not be less than 0%) plus 100% of the Applicable Margin for Eurocurrency Loans to be denominated in Euros (in each case, after giving effect to any increase to the interest rates pursuant to clause (A) under the heading “Market Flex & Escrow Funding” below) times the aggregate amount of the commitments in respect of such loans, respectively, under the Term Loan Agreement.

The Ticking Fee will be fully earned and will be due and payable in cash in full on the earlier of (i) the date that is fifteen days after the Closing Date and (ii) the date of termination of the applicable commitments under the Term Loan Agreement without the occurrence of the Closing Date.

(d) As consideration of the agreement of GS Bank to act as Term Loan Administrative Agent, you agree to pay to the Term Loan Administrative Agent, for its own account, an annual administration fee (the “**Term Loan Administration Fee**”) in the amount of \$125,000 for each year of the Term Facility. The first payment of the Term Loan Administration Fee will be payable in full on the Closing Date, and each payment of the annual Term Loan Administration Fee thereafter will be payable in full in advance on each anniversary of the Closing Date prior to the maturity of the Term Facility. The Term Loan Administration Fee shall be in addition to reimbursement of the Term Loan Administrative Agent’s reasonable out-of-pocket expenses.

(e) As consideration for the commitment of the Initial Lenders in respect of the First Lien Bridge Facility, you agree to pay to each Initial Lender, for its own account, a commitment fee (the “**First Lien Bridge Commitment Fee**”) equal to 0.50% (or, if the Closing Date does not occur within 180 days after the Original Signing Date, 0.75%) of the aggregate amount of the commitment of such Initial Lender in respect of the First Lien Bridge Facility as of the date hereof. The First Lien Bridge Commitment Fee will be earned and payable in full on the Closing Date.

(f) As consideration for the funding of the loans under the First Lien Bridge Agreement, you agree to pay (or cause to be paid) to the First Lien Bridge Administrative Agent for the ratable account of the Lenders under the First Lien Bridge Agreement, a funding fee in an amount equal to 1.00% of the aggregate principal amount of the loans under the First Lien Bridge Agreement actually funded by the Lenders under the First Lien Bridge Agreement (each such fee a “**First Lien Bridge Funding Fee**”, and collectively the “**First Lien Bridge Funding Fees**”), and the First Lien Bridge Funding Fees shall be due and payable in full on the date that such Loans under the First Lien Bridge Agreement are made.

(g) You agree to pay to the First Lien Bridge Administrative Agent under the First Lien Bridge Agreement, for the ratable account of the Lenders under the First Lien Bridge Agreement, a nonrefundable rollover fee (the “**First Lien Bridge Rollover Fee**”) in an amount equal to 0.75% of the aggregate amount of Loans under the First Lien Bridge Agreement outstanding on the one year anniversary of the Closing Date (the “**First Lien Bridge Rollover Date**”).

(h) As consideration of the agreement of GS Bank to act as First Lien Bridge Administrative Agent, you agree to pay to the First Lien Bridge Administrative Agent, for its own account, an annual administration fee (the “**First Lien Bridge Administration Fee**”) in the amount of \$75,000 for each year of the First Lien Bridge Facility. The first payment of the First Lien Bridge Administration Fee will be payable in full on the Closing Date, and each payment of the annual First Lien Bridge Administration Fee thereafter will be payable in full in advance on each anniversary of the Closing Date prior to the maturity of the First Lien Bridge Facility. First Lien Bridge Administration Fees shall

be in addition to reimbursement of the First Lien Bridge Administrative Agent's reasonable out-of-pocket expenses.

(i) As consideration for the commitment of the Initial Lenders in respect of the Second Lien Bridge Facility, you agree to pay to each Initial Lender, for its own account, a commitment fee (the "**Second Lien Bridge Commitment Fee**") equal to 0.75% (or, if the Closing Date does not occur within 180 days after the Original Signing Date, 1.00%) of the aggregate amount of the commitment of such Initial Lender in respect of the Second Lien Bridge Facility as of the date hereof. The Second Lien Bridge Commitment Fee will be earned and payable in full on the Closing Date.

(j) As consideration for the funding of the loans under the Second Lien Bridge Agreement, you agree to pay (or cause to be paid) to the Second Lien Bridge Administrative Agent for the ratable account of the Lenders under the Second Lien Bridge Agreement, a funding fee in an amount equal to 1.125% of the aggregate principal amount of the loans under the Second Lien Bridge Agreement actually funded by the Lenders under the Second Lien Bridge Agreement (each such fee a "**Second Lien Bridge Funding Fee**", and collectively the "**Second Lien Bridge Funding Fees**"), and the Second Lien Bridge Funding Fees shall be due and payable in full on the date that such Loans under the Second Lien Bridge Agreement are made.

(k) You agree to pay to the Second Lien Bridge Administrative Agent under the Second Lien Bridge Agreement, for the ratable account of the Lenders under the Second Lien Bridge Agreement, a nonrefundable rollover fee (the "**Second Lien Bridge Rollover Fee**") in an amount equal to 1.00% of the aggregate amount of Loans under the Second Lien Bridge Agreement outstanding on the one year anniversary of the Closing Date (the "**Second Lien Bridge Rollover Date**"). The Second Lien Bridge Rollover Fee shall be due and payable in full upon the Second Lien Bridge Rollover Date.

(l) As consideration of the agreement of WF Bank to act as Second Lien Bridge Administrative Agent, you agree to pay to the Second Lien Bridge Administrative Agent, for its own account, an annual administration fee (the "**Second Lien Bridge Administration Fee**") in the amount of \$75,000 for each year of the Second Lien Bridge Facility. The first payment of the Second Lien Bridge Administration Fee will be payable in full on the Closing Date, and each payment of the annual Second Lien Bridge Administration Fee thereafter will be payable in full in advance on each anniversary of the Closing Date prior to the maturity of the Second Lien Bridge Facility. Second Lien Bridge Administration Fees shall be in addition to reimbursement of the Second Lien Bridge Administrative Agent's reasonable out-of-pocket expenses.

(m) If the Investment Banks (as defined in the First Lien Bridge Facility and the Second Lien Bridge Facility) have not received the Offering Document (as defined in the First Lien Bridge Facility and the Second Lien Bridge Facility) at least 15 calendar days prior to the Closing Date, you agree to pay to the Arrangers, for their own account, a fee (the "**Document Delivery Failure Fee**") equal to 0.25% of the aggregate amount of the commitments of the Initial Term Facilities as of the date immediately prior to the date thereof. The Document Delivery Failure Fee shall be divided among the Arrangers based on the pro rata share of the commitments of the Initial Lenders affiliated with such Arrangers. The Document Delivery Failure Fee will be earned and payable in full on the Closing Date.

2. **Other Fees.** In the event that you or any of your affiliates consummate (i) the Acquisition or (ii) any similar transaction in which you or any of your affiliates acquire, directly or indirectly, at least a majority of the stock or assets of, or merge or otherwise combine with, the Target and its subsidiaries (any such similar transaction, an "**Alternate Transaction**"), in either case, with the proceeds of any financing other than the Facilities within twelve months after the date of this Amended Letter, you agree that unless (A) the commitments of the Initial Lenders or their respective affiliates under

the Facilities have been terminated by such Initial Lender or its affiliate prior to its stated termination date, (B) the Initial Lenders or their respective affiliates have breached their obligations to provide the Facilities or (C) in the case of the financing for any Alternate Transaction, the Initial Lenders have been offered a bona fide right of first refusal to provide, place, arrange or underwrite any debt senior facilities for such Alternate Transaction, on substantially the same terms as any bona fide proposal for such financing received from another lender and with the same titles and compensatory economics as the Facilities, then you will pay to each Initial Lender an amount equal to 50% of the New Term Loan Commitment Fee, 50% of the First Lien Bridge Commitment Fee, 50% of the First Lien Bridge Rollover Fee, 50% of the Second Lien Bridge Commitment Fee and 50% of the Second Lien Bridge Rollover Fee that would have been payable to such Initial Lender with respect to the Facilities if the Closing Date had occurred upon the date of consummation of the Acquisition or such Alternate Transaction (and in the case of the First Lien Bridge Rollover Fee and the Second Lien Bridge Rollover Fee, the respective commitment on the date hereof were fully funded).

3. ***Fees Generally.*** You agree that, once paid, the fees or any part thereof payable hereunder will not be refundable under any circumstances. All fees payable hereunder will be paid in immediately available funds and shall not be subject to reduction by way of setoff or counterclaim. All fees received by us hereunder may be shared among our affiliates as we may determine in our sole discretion. In addition, all such payments shall be made without deduction for any taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any national, state or local taxing authority, or will be grossed up by you for such amounts. Unless otherwise specified herein, all fees payable hereunder will be paid in the currency of the applicable commitment under the Term Loan Agreement, the First Lien Bridge Agreement or the Second Lien Bridge Agreement, as applicable.

4. ***Titles and Roles.*** Goldman Sachs and WF Securities are acting as the Lead Arrangers, JPMCB, MSSF and RBCCM are acting as joint bookrunners and Barclays, BMO Capital Markets, Deutsche Bank Securities, UBS Securities and U.S. Bank are acting as co-managers in connection with the Facilities. You and we agree that no other titles will be awarded and no compensation (other than that expressly contemplated by this Amended Letter) will be paid in order to obtain commitments in connection with the Facilities unless you and we shall so agree (and we agree not unreasonably to withhold, delay or condition our consent); *provided* that you may, up until 5 business days after the date hereof appoint one (1) financial institution that was identified to us prior to the date hereof as a co-manager for the Facilities, (the “***Additional Agent***”); *provided* that the aggregate economics payable to the Additional Agent for each of the Facilities shall not exceed 2% of the total economics which would otherwise be payable to the Arrangers pursuant to this Amended Letter (exclusive of any fees payable to an administrative agent or collateral agent in its capacity as such) (it being understood that (i) the commitments of each of Goldman Sachs and WF Bank as of the date hereof hereunder will be reduced by the amount of the commitments of the Additional Agent (or its affiliate) under the Facilities on a pro rata basis upon the execution of an Assignment and Acceptance under the Facilities satisfactory to each of Goldman Sachs and WF Bank and you, *provided* that the pro rata reduction to the commitments of Goldman Sachs will first be used to reduce the commitments of GSLP and, to the extent after such reduction GSLP does not have any commitments remaining, second to GS Bank, (ii) the commitments assumed by the Additional Agent for the Facilities will be in proportion to the economics allocated to the Additional Agent, and (iii) each such Additional Agent’s aggregate commitment shall be allocated pro rata among the Facilities.

Goldman Sachs will have “left” placement in any and all marketing materials or other documentation used in connection with the Initial Term Facilities, the First Lien Bridge Facility and the Flex USD Term Facility (if any) and the role and responsibilities customarily associated with such placement, WF Securities shall appear immediately to the right of Goldman Sachs and the other Arrangers shall appear in the order of their economics to the right of WF Securities. WF Securities will

have “left” placement in any and all marketing materials or other documentation used in connection with the Second Lien Bridge Facility and the Flex USD Bridge Facility (if any) and the role and responsibilities customarily associated with such placement, Goldman Sachs shall appear immediately to the right of WF Securities and the other Arrangers shall appear in the order of their economics to the right of Goldman Sachs.

5. ***Syndication Assistance.*** The Arrangers intend to commence syndication of the Facilities promptly after your acceptance of the terms of the Original Syndication and Fee Letter. Notwithstanding the Arrangers’ right to syndicate the Facilities and receive commitments with respect thereto, (a) no assignment or novation shall become effective with respect to all or any portion of any Initial Lender’s commitment in respect of the Facilities until after the funding of the Facilities on the Closing Date (other than with respect to the Additional Agents as provided for in Section 4) and (b) unless you otherwise agree in writing, the Initial Lenders shall retain exclusive control over all rights and obligations with respect to its commitment and other obligations hereunder, including all rights with respect to consents, modifications, supplements, waivers and amendments of this Amended Letter, until the funding of the Facilities on the Closing Date. Without limiting your obligations to assist with syndication efforts as set forth herein, the Initial Lenders agree that neither the commencement nor the completion of such syndication of, nor the receipt of commitments or participations in respect of, all or any portion of its commitment hereunder prior to the funding of the Facilities is a condition to its commitment under the Facilities.

Until the earlier of 60 days following the Closing Date and the completion of a Successful Syndication (as defined below) (such earlier date, the “***Syndication Date***”), you agree, subject to the disclosure limitations in the UK Takeover Rules in relation to the Scheme and/or the Offer, to actively assist the Arrangers in achieving a Successful Syndication. Such assistance shall include (a) your providing, and your using all reasonable endeavors to cause the Target to provide, the Arrangers and the Initial Lenders upon reasonable request with all information reasonably deemed necessary by the Arrangers to complete such syndication, including, but not limited to, information and evaluations prepared by you and your advisors, or on your behalf, relating to the Acquisition (including (i) the Projections (as hereinafter defined), (ii) audited consolidated financial statements of each of the Borrower and the Target as of and for the three most recently completed fiscal years ending at least 90 days before the Closing Date, (iii)(x) unaudited consolidated financial statements of the Borrower as of and for each subsequent fiscal quarter ended at least 45 days before the Closing Date (other than any fiscal fourth quarter) after the most recent fiscal period for which audited consolidated financial statements have been provided and (y) your using commercially reasonable endeavors to cause the Target to provide unaudited consolidated financial statements of the Target as of and for each subsequent fiscal quarter ended at least 45 days before the Closing Date (other than any fiscal fourth quarter) after the most recent fiscal period for which audited consolidated financial statements have been provided or, in the case of a fiscal period (other than the half-year fiscal period), internal management numbers for such fiscal quarter and (iv) pro forma financial statements of the Borrower as of and for the twelve-month period ending on the last day of the most recently completed four-fiscal quarter period ended at least 45 days before the Closing Date (or, if the most recently completed fiscal period is the end of the fiscal year, ended at least 90 days before the Closing Date, prepared after giving effect to the Acquisition as if the Acquisition had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of such other statement of income), which reflects adjustments customary for Rule 144A transactions and such other financial information relating to the Borrower and the Target or other proposed or recently completed acquisitions, if any, as may be reasonably requested by the Arrangers) (subject to, in the case of your advisors, the delivery of customary non-disclosure and non-reliance agreements reasonably acceptable to the Arrangers and such advisors), (b) your assistance in the preparation of an information memorandum with respect to the Facilities in form and substance customary for transactions of this type (an “***Information Memorandum***”) and other customary materials to be used in connection with the

syndication of the Facilities (collectively with any summary of terms prepared for distribution to Public Lenders (as hereinafter defined), the “**Information Materials**”), (c) your using your commercially reasonable efforts to ensure that the syndication efforts of the Arrangers benefits from your existing lending relationships, (d) your using commercially reasonable efforts to procure public corporate and public corporate family ratings (but no specific rating in either case) for the Borrower and public ratings (but no specific rating) for the Facilities from each of Standard & Poor’s Financial Services LLC, a subsidiary of S&P Global Inc. (“**S&P**”), and Moody’s Investors Service, Inc. (“**Moody’s**”) prior to the launch of general syndication of the Facilities and (e) your otherwise assisting the Arrangers in their syndication efforts, including by making your officers and non-legal advisors available from time to time to attend and make presentations at a reasonable number of meetings of prospective lenders under the Facilities (the “**Lenders**”) at times and places to be mutually agreed.

Notwithstanding anything to the contrary contained in this Amended Letter, the Facilities or any other letter agreement or undertaking concerning the financing of the Acquisition, compliance with any of the provisions set forth in this Amended Letter (including, without limitation, the accuracy of the Information or the Projections (as such terms are defined below)), shall not constitute a condition to the commitments under, or the funding of, the Facilities on the Closing Date.

In order to facilitate an orderly and successful syndication of the Facilities, you agree that from the Original Signing Date until the Syndication Date, the Borrower will not and will use all reasonable endeavors to ensure the Target does not, without the prior consent of the Lead Arrangers (which will not be unreasonably withheld, delayed or conditioned) issue, announce, offer, place or arrange debt securities or any syndicated credit facilities of the Borrower or its subsidiaries or the Target (other than (i) amendments or refinancings of the Borrower’s existing credit facilities that do not increase the aggregate committed amount thereof (other than with respect to the Existing Revolving Credit Agreement) (plus accrued and unpaid interest and premium thereon and underwriting discounts, fees, commissions and expenses), (ii) any commercial paper issued in the ordinary course of business, (iii) ordinary course capital leases or other debt issued or incurred to finance the acquisition of fixed or capital assets, (iv) ordinary course factoring programs, letter of credit facilities, overdraft protection and short term working capital facilities, hedging and cash management arrangement, (v) the Facilities, (vi) any ordinary course debt incurred in connection with sale-leasebacks by the Borrower, the Target or their respective subsidiaries, (vii) intercompany debt among the Borrower and its subsidiaries or among the Target and its subsidiaries and (viii) any other financing agreed by the Lead Arrangers, such agreement not to be unreasonably withheld, delayed or conditioned), in each case if such issuance, announcement, offering, placement or arrangement could reasonably be expected to materially impair the primary syndication of the Facilities. All agreements with respect to your efforts to use reasonable endeavors to cause the Target to assist with syndication as set forth in this Amended Letter (i) shall not commence until the earlier of the Offer Effective Date and the Scheme Effective Date and (ii) are subject at all times to the requirements of the UK Takeover Rules.

It is understood and agreed that the Lead Arrangers will manage and control all aspects of the syndication of the Facilities in consultation with you, including decisions as to the selection of prospective Lenders and any titles offered to proposed Lenders, when commitments will be accepted and the final allocations of the commitments among the Lenders. It is understood that no Lender participating in the Facilities will receive compensation from you in order to obtain its commitment, except on the terms contained herein, unless you and the Lead Arrangers shall otherwise agree. It is also understood and agreed that the amount and distribution of the fees among the Lenders will be at the sole and absolute discretion of the Lead Arrangers.

You hereby represent and warrant that (a) all written information, other than Projections, forward-looking information and other information of a general economic or industry specific nature, that

has been or is hereafter made available to the Arrangers or any of the Initial Lenders by or on behalf of you or any of your representatives (which representation and warranty shall be to your knowledge to the extent it relates to the Target or its subsidiaries), taken as a whole after giving effect to all supplements and updates provided thereto (the “**Information**”), as and when furnished, is and will be correct in all material respects and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements were or are made, not materially misleading (giving effect to supplements thereto from time to time) and (b) all financial projections concerning the Borrower, the Target and their subsidiaries that have been or are hereafter made available to the Arrangers or any of the Initial Lenders by or on behalf of you or any of your representatives in connection with the Acquisition (the “**Projections**”) have been or will be (to the knowledge of the Borrower in connection with any Projections concerning the Target and its subsidiaries; the “**Target Projections**”) prepared in good faith based upon assumptions believed by you to be reasonable at the time such Projections are furnished to the Arrangers or any Initial Lender (it being understood that the Projections are subject to significant uncertainties and contingencies, many of which are beyond your control, the Projections, by their nature, are inherently uncertain and no assurances are being given that the results reflected in the Projections will be achieved and actual results may differ from the Projections and such differences may be material). You agree that if at any time from the Original Signing Date until the later of the Closing Date and the Syndication Date, you become aware that any of the representations in the preceding sentence would be incorrect in any material respect if the Information and Projections were being furnished, and such representations were being made, at such time, then you will promptly supplement, or cause to be supplemented, the Information and Projections so that such representations will be correct at such time. In issuing this commitment and in arranging and syndicating the Facilities, the Initial Lenders are and will be using and relying on the Information and the Projections without independent verification thereof.

You acknowledge that (a) the Arrangers on your behalf will make available Information Materials to the proposed syndicate of Lenders by posting the Information Materials on IntraLinks, LendAmend or another similar electronic system and (b) certain prospective Lenders (such Lenders, “**Public Lenders**”; all other Lenders, “**Private Lenders**”) may have personnel that do not wish to receive material non-public information (within the meaning of foreign, United States federal and state securities laws, “**MNPI**”) with respect to the Borrower, the Target, or your or their affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such entities’ securities. If requested, you will use your commercially reasonable efforts to assist us in preparing an additional version of the Information Materials not containing MNPI (the “**Public Information Materials**”) to be distributed to prospective Public Lenders.

Before distribution of any Information Materials (a) to prospective Private Lenders, you shall provide us with a customary letter authorizing the dissemination of the Information Materials and (b) to prospective Public Lenders, you shall provide us with a customary letter authorizing the dissemination of the Public Information Materials and confirming the absence of MNPI therefrom. In addition, at our request, you shall identify Public Information Materials by clearly and conspicuously marking the same as “PUBLIC”.

You agree that the Arrangers on your behalf may distribute the following documents to all prospective or existing Lenders, unless you advise the Arrangers in writing (including by email) within a reasonable time after your receipt of such materials and prior to their intended distributions that such material should only be distributed to prospective Private Lenders: (a) administrative materials for prospective Lenders such as lender meeting invitations and funding and closing memoranda, (b) term sheets and notifications of changes to the terms of the Facilities and (c) drafts and final versions of definitive documents with respect to the Facilities. If you advise us that any of the foregoing items should be distributed only to Private Lenders, then the Arrangers will not distribute such materials to Public

Lenders without further discussions with you. You agree that Information Materials made available to prospective Public Lenders in accordance with this Amended Letter shall not contain MNPI.

6. ***Market Flex & Escrow Funding.***

Each Lead Arranger shall be entitled at any time after the Original Signing Date and prior to the earlier of a Successful Syndication (as defined below) of the Facilities and the date that is 60 days after the Closing Date, after consultation with you (or, where specified below, with your prior written consent), to make the following changes or a combination of the following changes (and only the following changes or a combination of the following changes) to the Facilities if (x) such Lead Arranger reasonably determines that such changes are necessary or advisable to seek to ensure a Successful Syndication of the Facilities and/or (y) a Successful Syndication of the Facilities has not occurred on or prior to the Closing Date (in each case, other than with respect to clauses (B), (F), (G), (H) or (I) below which may be exercised regardless of a Successful Syndication) (this paragraph, the “***Flex Provisions***”):

(A) (i) solely in the case of the Initial Sterling Term Facility, increase the interest rate margins by up to 125 basis points per annum, plus an additional 25 basis points per annum if the Closing Date does not occur within 120 days after the Original Signing Date, plus an additional 25 basis points per annum if the Closing Date does not occur within 180 days after the Original Signing Date, plus an additional 25 basis points per annum if the Borrower’s public corporate credit rating by S&P and public corporate family rating by Moody’s is not at least BB- and Ba3 (in each case, stable or better outlook); provided, that in all cases, up to 75 basis points may be implemented by increasing the upfront fees or original issue discount provided for in the Initial Term Facilities pursuant to Section 1(b) above in respect of the Initial Sterling Term Facility, in each case based on an assumed four year average life for the Initial Sterling Term Facility (e.g., 25 basis points of margin so utilized equals 100 basis points in upfront fees);

(ii) solely in the case of the Initial Euro Term Facility, increase the interest rate margins by up to 125 basis points per annum, plus an additional 25 basis points per annum if the Closing Date does not occur within 120 days after the Original Signing Date, plus an additional 25 basis points per annum if the Closing Date does not occur within 180 days after the Original Signing Date, plus an additional 25 basis points per annum if the Borrower’s public corporate credit rating by S&P and public corporate family rating by Moody’s is not at least BB- and Ba3 (in each case, stable or better outlook); provided, that in all cases, up to 75 basis points may be implemented by increasing the upfront fees or original issue discount provided for in the Initial Term Facilities pursuant to Section 1(b) above in respect of the Initial Euro Term Facility, in each case based on an assumed four year average life for the Initial Euro Term Facility (e.g., 25 basis points of margin so utilized equals 100 basis points in upfront fees);

(B) subject to the terms of this Amended Letter, reallocate, change or convert any or all of the Initial Term Facilities and/or First Lien Bridge Facility and/or Flex USD Term Facility (as defined below) (if any) to the Second Lien Bridge Facility (which reallocation, change or conversion shall be applied ratably to the commitments of each Initial Lender under the Initial Term Facilities based on such Initial Lender’s commitments under the Initial Term Facilities as a percentage of the aggregate amount of the Initial Term Facilities, respectively) up to an amount not to exceed such amount as is necessary so that on the Closing Date after giving effect to the Acquisition and the borrowing under the Facilities and other pro forma events which are to be given effect under the terms of (x) the Second Amended and Restated Revolving Credit Agreement, dated as of May 14, 2015, among the Borrower, its affiliates that are borrowers or guarantors thereunder, the lenders party thereto and Bank of America, N.A. as administrative Agent (as amended prior to the Original Signing Date, the “***Existing Revolving Credit***”

Agreement”), (y) the Second Amended and Restated Term Loan Credit Agreement, dated as of April 3, 2007, as amended, among the Borrower, Berry Global Group, Inc. the lenders party thereto and Credit Suisse AG, Cayman Islands Branch (as amended prior to the Original Signing Date, the “*Existing Term Loan Agreement*”) and (z) the Borrower’s (i) Indenture dated as of May 22, 2014 relating to the 5.50% Second Priority Senior Secured Notes due 2022, (ii) Indenture dated as of June 5, 2015 relating to the 5.125% Second Priority Senior Secured Notes due 2023, (iii) Indenture dated as of October 1, 2015 relating to the 6.00% Second Priority Senior Secured Notes due 2022 and (iv) Indenture dated as of January 26, 2018 relating to the 4.50% Second Priority Senior Secured Notes due 2026 (the indentures referred to in clauses (i) through (iv), each as amended prior to the Original Signing Date, the “*Existing Notes Indentures*”), the Borrower would not be in violation of the terms of (i) the Existing Revolving Credit Agreement requiring compliance with a Total Net First Lien Leverage Ratio (as defined in the Existing Revolving Credit Agreement) of not greater than 4.00 to 1.00, (ii) the Existing Term Loan Agreement requiring compliance with a Total Net First Lien Leverage Ratio (as defined in the Existing Term Loan Agreement) of not greater than 4.00 to 1.00 and (iii) the Existing Notes Indentures requiring compliance with a Secured Indebtedness Leverage Ratio (as defined in the Existing Notes Indenture) of not greater than 4.00 to 1.00;

(C) (i) with respect to each of the Initial Term Facilities, extend the six-month “soft call” protection to 12 months and/or (ii) with respect Flex USD Term Facility (if any), include “soft call” protection for up to 12 months;

(D) provide that the Cumulative Retained Excess Cash Flow Amount “builder basket” under the First Lien Credit Facility be reduced to 75% of Pro Forma Adjusted EBITDA and the Cumulative Credit capacity under the Bridge Facilities and Securities/Notes be reduced to 75% of Pro Forma Adjusted EBITDA;

(E) reallocate up to €500,000,000 of the Initial Euro Term Facility to the euro-denominated First Lien Bridge Facility and vice versa;

(F) subject to the terms of this Amended Letter, reallocate up to €750,000,000 of the Initial Euro Term Facility to a dollar-denominated facility under the Term Loan Agreement on terms otherwise substantially identical to the Initial Euro Term Facility but subject to the USD Term Loan Pricing Cap (the “*Flex USD Term Facility*”);

(G) subject to the terms of this Amended Letter, reallocate up to £400,000,000 aggregate amount of the Initial Sterling Term Facility to the Flex USD Term Facility and/or a dollar-denominated first lien bridge facility on the same terms as the First Lien Bridge Facility but subject to the First Lien Bridge Dollar Total Cap (the “*Flex USD Bridge Facility*”);

(H) subject to the terms of this Amended Letter, reallocate up to €750,000,000 of the First Lien Bridge Facility to the Flex USD Bridge Facility; and/or

(I) subject to the terms of this Amended Letter, reallocate up to £300,000,000 aggregate amount of the Sterling denominated portion of the First Lien Bridge Facility to the Flex USD Term Facility and/or the Flex USD Bridge Facility.

In respect of any reallocation under paragraphs (B), (F), (G), (H) or (I) of this Section 6, each Lead Arranger agrees that it must obtain the written consent of the Borrower prior to any such reallocation. The Borrower agrees that (i) it will promptly provide such consent where the Financial Advisors (as defined below) have confirmed to it that they are satisfied as to such reallocation(s) and the

impact of such reallocation(s) on the sufficiency of the financing available to consummate the Acquisition (the “**Financial Adviser Confirmation**”) and (ii) following notification from the Lead Arrangers that they wish to make a reallocation (such notification to be provided at any time after the Original Signing Date and prior to the earlier of a Successful Syndication of the Facilities and the date that is 60 days after the Closing Date), it shall use all reasonable endeavors to promptly obtain the Financial Adviser Confirmation, including seeking to put in place any foreign-exchange swaps, transfers or hedges which may mitigate any currency related risk related to the reallocation(s) and currency required for the consideration payable in respect of the Acquisition.

In addition, notwithstanding anything to the contrary in this Amended Letter, each Initial Lender (on a pro rata basis determined by reference to such Initial Lender’s applicable Commitments) will provide you, and you will be permitted, at your option, to utilize additional amounts under the Initial Sterling Term Facility, the Initial Euro Term Facility or the Flex USD Term Facility (if any) on the Closing Date to finance any original issue discount or upfront fees under this Section 6 with respect to such Initial Term Facility or the definition of “USD Term Loan Pricing Cap” with respect to the Flex USD Term Facility. Each Initial Lender hereby commits to provide any such additional amount in excess of its Commitments as of the date hereof under the Initial Term Facilities, and any such additional amounts shall not constitute Commitments for purposes of calculating the New Term Loan Commitment Fee.

A “**Successful Syndication**” shall be deemed to be achieved at the time that we hold no more than \$0 in the aggregate of the Facilities commitments. In the event the Lead Arrangers, after consultation with you (but, without requiring your consent), provide you with written notice of any change to the Facilities authorized by the Flex Provisions (a “**Flex Notice**”), you shall (and, if applicable, shall cause your subsidiaries to) enter into such amendments to the Facilities as shall be necessary to effect those changes contemplated by paragraphs 6(A) to (I), and your failure to do so shall constitute an Event of Default under the Facilities. Without prejudice to the other rights and remedies of the Lenders under the Facilities in the event of any such failure, any such change shall become effective on the date, if any, specified in the related Flex Notice (but not prior to the date of the related Flex Notice), regardless of whether a written amendment effecting such change is entered into, and you hereby authorize the Administrative Agent to reflect such change in the register and to invoice you therefor.

“**First Lien Bridge Dollar Total Cap**” means a rate per annum equal to 6.75% increasing by either or both of the following: (I) 0.25% per annum if the Borrower’s public corporate credit rating by S&P and public corporate family rating by Moody’s is not at least BB- and Ba3 (in each case, stable or better outlook), and/or (II) (x) 0.25% per annum if the Closing Date does not occur within 120 days after the Original Signing Date, or (y) 0.50% per annum if the Closing Date does not occur within 180 days after the Original Signing Date.

“**First Lien Bridge Euro Total Cap**” means a rate per annum equal to 5.50% increasing by either or both of the following: (I) 0.25% per annum if the Borrower’s public corporate credit rating by S&P and public corporate family rating by Moody’s is not at least BB- and Ba3 (in each case, stable or better outlook), and/or (II) (x) 0.25% per annum if the Closing Date does not occur within 120 days after the Original Signing Date, or (y) 0.50% per annum if the Closing Date does not occur within 180 days after the Original Signing Date.

“**First Lien Bridge Sterling Total Cap**” means a rate per annum equal to 7.25% increasing by either or both of the following: (I) 0.25% per annum if the Borrower’s public corporate credit rating by S&P and public corporate family rating by Moody’s is not at least BB- and Ba3 (in each case, stable or better outlook), and/or (II) (x) 0.25% per annum if the Closing Date does not occur within 120 days after

the Original Signing Date, or (y) 0.50% per annum if the Closing Date does not occur within 180 days after the Original Signing Date.

“Second Lien Bridge Total Cap” means a rate per annum equal to 8.00% increasing by either or both of the following: (I) 0.25% per annum if the Borrower’s public corporate credit rating by S&P and public corporate family rating by Moody’s is not at least BB- and Ba3 (in each case, stable or better outlook), and/or (II) (x) 0.25% per annum if the Closing Date does not occur within 120 days after the Original Signing Date, or (y) 0.50% per annum if the Closing Date does not occur within 180 days after the Original Signing Date.

“USD Term Loan Pricing Cap” means (A) 2.50% per annum in the case of any Eurocurrency Loan and 1.50% per annum in the case of any ABR Loan, plus an additional 125 basis points per annum if (x) either Lead Arranger reasonably determines that such changes are necessary or advisable to seek to ensure a Successful Syndication of the Facilities and/or (y) a Successful Syndication of the Facilities has not occurred on or prior to the Closing Date, plus an additional 25 basis points per annum if the Closing Date does not occur within 120 days after the Original Signing Date, plus an additional 25 basis points per annum if the Closing Date does not occur within 180 days after the Original Signing Date, plus an additional 25 basis points per annum if the Borrower’s public corporate credit rating by S&P and public corporate family rating by Moody’s is not at least BB- and Ba3 (in each case, stable or better outlook); provided, that in all cases, up to 75 basis points may be implemented by increasing the upfront fees or original issue discount provided for in the Flex USD Term Facility pursuant to (B) below in respect of the Flex USD Term Facility, in each case based on an assumed four year average life (e.g., 25 basis points of margin so utilized equals 100 basis points in upfront fees) and (B) upfront fees in an amount equal to 1.00% of the principal amount of the Flex USD Term Facility.

At any time on or after the date that is six (6) months after the Original Signing Date (the **“Escrow Start Date”**), at the option of either Lead Arranger by notice to you, such Lead Arranger may require the Borrower to fund the Initial Term Facilities into escrow (a **“Term Loan Escrow Funding”**) pursuant to customary escrow arrangements (whereby, in addition to the gross proceeds of the Initial Term Facilities, you agree to cause to be deposited with the escrow agent an amount in cash sufficient to pay all interest on the Initial Term Facilities through the latest possible mandatory prepayment date pursuant to such escrow arrangements; provided, however, that this obligation may be satisfied by providing letters of credit or other customary credit support in the applicable amount) with GS Bank, as escrow agent, and from and after the date of funding of the Initial Term Facilities pursuant to a Term Loan Escrow Funding, (i) the Initial Sterling Term Loans shall accrue interest at one month Adjusted LIBO Rate (it being understood that for purposes hereof Adjusted LIBO Rate shall not be less than 0%), plus 100% of the Applicable Margin for Eurocurrency Loans denominated in Sterling under the Term Loan Agreement, (ii) the Initial Euro Term Loans shall accrue interest at one month EURIBOR Rate (it being understood that for purposes hereof EURIBOR Rate shall not be less than 0%) plus 100% of the Applicable Margin for Eurocurrency Loans denominated in Euros under the Term Loan Agreement and (iii) the loans under the Flex USD Term Loan Facility (if any) shall accrue interest at one month Adjusted LIBO Rate (it being understood that for purposes hereof Adjusted LIBO Rate shall not be less than 0%), plus 100% of the Applicable Margin for Eurocurrency Loans denominated in Dollars under the Term Loan Agreement (in each case, after giving effect to any increase to the interest rates pursuant to clause (A) of the first paragraph of this section or, in the case of the Flex USD Term Loan Facility pursuant to the definition of USD Term Loan Pricing Cap) with consecutive three month interest periods commencing on such date and with all such funds to be held by the escrow agent (subject to release of a portion thereof to pay regularly accruing interest). You agree that the failure to comply with the Term Loan Escrow Funding will result in a ticking fee accruing from the date of such failure until the earlier of the date (I) the Initial Term Loans are funded and (II) the Initial Term Loan Commitments are terminated, payable on such earlier date, at a rate per annum equal (x) in the case of the Initial Sterling Term Loan

Commitment, one month Adjusted LIBO Rate (it being understood that for purposes hereof Adjusted LIBO Rate shall not be less than 0%) plus 100% of the Applicable Margin for Eurocurrency Loans denominated in Sterling under the Term Loan Agreement, (y) in the case of the Initial Euro Term Loan Commitment, one month EURIBOR Rate (it being understood that for purposes hereof EURIBOR Rate shall not be less than 0%) plus 100% of the Applicable Margin for Eurocurrency Loans denominated in Euros under the Term Loan Agreement and (z) in the case of the Flex USD Term Loan Facility (if any), one month Adjusted LIBO Rate (it being understood that for purposes hereof Adjusted LIBO Rate shall not be less than 0%) plus 100% of the Applicable Margin for Eurocurrency Loans denominated in Dollars under the Term Loan Agreement (in each case, after giving effect to any increase to the interest rates pursuant to clause (A) of the first paragraph of this section or, in the case of the USD Term Loan Facility pursuant to the definition of USD Term Loan Pricing Cap).

Notwithstanding anything herein to the contrary, (i) the conditions to release of escrowed proceeds shall be the satisfaction of the conditions to borrowing in Section 4.02 of the Term Loan Agreement and (ii) the escrow arrangements will provide that the aggregate principal amount of the Loans funded therein will be repayable at the original price at which such Loans were funded, plus accrued and unpaid interest, in the event that the conditions to the release of proceeds of such Loans from escrow are not satisfied on or prior to the Closing Date.

7. *Expenses and Indemnities.*

(a) You agree to reimburse the Arrangers from time to time promptly after demand for all reasonable documented or invoiced out-of-pocket fees and expenses (including, but not limited to, (i) the reasonable fees, disbursements and other charges of counsel which shall be limited to the reasonable and documented or invoiced out-of-pocket fees, disbursements and other charges of a single counsel, as counsel to the Arrangers and the Administrative Agent and, if necessary, of one local counsel to the Lenders retained by the Arrangers or the Administrative Agent in each relevant jurisdiction, respectively, and (ii) due diligence expenses) incurred in connection with the Facilities, the syndication thereof, the preparation of the definitive documentation with respect to the Facilities and the other transactions contemplated hereby, in the case of legal fees and expenses, whether or not the Closing Date occurs or any extensions of credit are made under the Facilities is successful and in all other cases, if the Closing Date occurs.

(b) You also agree to indemnify and hold harmless each of the Arrangers, the Initial Lenders and each of their respective affiliates and controlling persons, successors and assigns and their respective officers, directors, members, partners, employees, agents, advisors and other representatives (each, an “**Indemnified Party**”) from and against (and will reimburse each Indemnified Party as the same are incurred for) any and all claims, damages, losses, liabilities and expenses (including, without limitation, the reasonable fees, disbursements and other charges of counsel (but limited, in the case of legal fees and expenses, to the reasonable and documented or invoiced out-of-pocket fees and expenses of one counsel, representing all of the Indemnified Parties, taken as a whole, and, if necessary, of a single local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) for all such Indemnified Parties, taken as a whole (and, in the case of an actual or perceived conflict of interest where the Indemnified Party affected by such conflict notifies you of the existence of such conflict and thereafter retains its own counsel, of another firm of counsel for each such affected Indemnified Party in each relevant jurisdiction))) that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any actual or threatened claim, dispute, investigation, litigation or proceeding or preparation of a defense in connection therewith) (i) any aspect of the Acquisition or the other transactions contemplated hereby or (ii) the Facilities, or any use made or proposed to be made with the proceeds thereof, except to the extent such claim, damage, loss, liability or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted

from (A) such Indemnified Party's material breach of this Amended Letter, (B) such Indemnified Party's gross negligence, bad faith, or willful misconduct, or (C) disputes solely among Indemnified Parties not arising from or in connection with any act or omission by the Borrower or any of its affiliates (other than any Proceeding (as hereinafter defined) against an Arranger or agent in its capacity or in fulfilling its role as an administrative agent, arranger or similar role with respect to the Facilities). In the case of any litigation, investigation or proceeding to which the indemnity in this paragraph applies (any of the foregoing, a "**Proceeding**"), such indemnity shall be effective whether or not such Proceeding is brought by you, your equity holders or creditors, the Target or its subsidiaries, affiliates or equity holders, or an Indemnified Party, whether or not an Indemnified Party is otherwise a party thereto and whether or not any aspect of the Acquisition is consummated. It is further agreed that the Arrangers shall only have liability to you (as opposed to any other person), and that the Arrangers shall be severally liable solely in respect of their respective commitments to the Facilities, on a several, and not joint, basis with any other Lender. Without limiting your indemnification obligations as set forth in this paragraph for any such damages awarded in connection with a third-party claim against an Indemnified Party (subject to any applicable limitations set forth above), notwithstanding any other provision of this Amended Letter, no party hereto or any other Indemnified Party shall be liable for any indirect, special, punitive or consequential damages in connection with the Facilities (other than in respect of any such damages required to be indemnified under this Section 7(b)). Notwithstanding any other provision of this Amended Letter, no Indemnified Party shall be liable for any damages arising from the use by others of information or other materials obtained through electronic telecommunications or other information transmission systems, other than for direct, actual damages resulting from the gross negligence or willful misconduct of such Indemnified Party as determined by a final, non-appealable judgment of a court of competent jurisdiction. You shall not be liable for any settlement of any Proceeding effected without your prior written consent (which consent shall not be unreasonably withheld or delayed), but if settled with your prior written consent or if there is a final judgment in any such Proceeding, you agree to indemnify and hold harmless each Indemnified Party to the extent and in the manner set forth above. You shall not, without the prior written consent of an Indemnified Party, effect any settlement of any pending or threatened Proceeding against such Indemnified Party in respect of which indemnity could have been sought hereunder by such Indemnified Party unless such settlement (i) includes an unconditional release of such Indemnified Party in form and substance reasonably satisfactory to such Indemnified Party from all liability or claims that are the subject matter of such Proceeding and (ii) does not include any statement as to any admission of fault or culpability by or on behalf of such Indemnified Party.

8. ***Confidentiality and Other Obligations.*** This Amended Letter and the contents hereof are confidential and may not be disclosed by you in whole or in part to any person or entity without our prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) except (a) on a confidential and need-to-know basis to your board of directors, officers, employees or financial advisors and the accountants, attorneys and other professional advisors of each of the foregoing in connection with the Acquisition, (b) pursuant to the order of any court or administrative agency in any pending legal, judicial or administrative proceeding, or otherwise as required by applicable law or compulsory legal process or to the extent requested or required by governmental and/or regulatory authorities (in which case you agree, to the extent practicable and not prohibited by applicable law, to inform us promptly thereof), (c) in the case of this Amended Letter and the contents hereof (other than Sections 1, 2 and 6) as you may determine is reasonably advisable to comply with your obligations under securities and other applicable laws and regulations, (d) this Amended Letter (other than Sections 1, 2 and 6) may be disclosed on a confidential and need-to-know basis to the Target and the board of directors, officers, employees, accountants, attorneys and other advisors of any of the foregoing in connection with their consideration of the Acquisition, (e) you may disclose the existence of this Amended Letter (but not its contents) to any rating agency in connection with the Acquisition and (f) you may disclose the aggregate amount of the fees payable under this Amended Letter as part of generic disclosure regarding sources and uses (but without disclosing any specific fees, flex, or other economic terms set forth therein) in

connection with any syndication of the Facilities or any proxy statement or other mandatory public filing in connection with the Acquisition. The Arrangers shall use all confidential information provided to them by or on behalf of you hereunder solely for the purpose of providing the services which are the subject of this Amended Letter and otherwise in connection with the Acquisition and shall treat confidentially all such information; *provided, however*, that nothing herein shall prevent the Arrangers or the Initial Lenders from disclosing any such information (a) pursuant to the order of any court or administrative agency or in any pending legal or administrative proceeding, or otherwise as required by applicable law, regulation, or compulsory legal process (in which case the Arrangers agree to inform you promptly thereof prior to such disclosure to the extent not prohibited by law, rule or regulation), (b) upon the request or demand of any regulatory authority (including any self-regulatory authority) having jurisdiction over the Arrangers or any of their respective affiliates, (c) to the extent that such information becomes publicly available other than by reason of disclosure in violation of this Amended Letter by the Arrangers, (d) to the Arrangers' affiliates, employees, legal counsel, independent auditors and other experts or agents who need to know such information in connection with the Acquisition and are informed of the confidential nature of such information, *provided* that the Arrangers shall be responsible for such affiliates', employees', legal counsel's, independent auditors' and other experts' or agents' compliance with this paragraph to the extent any such person is not otherwise bound in writing by the terms of this paragraph (or language substantially similar to this paragraph), (e) for purposes of establishing a "due diligence" defense, (f) to the extent that such information is received by the Arrangers from a third party that is not to the Arrangers' knowledge subject to confidentiality obligations to you, (g) to the extent that such information is independently developed by the Arrangers, (h) to actual or prospective, direct or indirect counterparties (or their advisors) to any swap or derivative transaction relating to the Borrower, the Target or any of their respective subsidiaries or any of their respective obligations in connection with the Acquisition; *provided* that the disclosure of any such information to any actual or prospective, direct or indirect counterparty (or their advisors) to any such swap or derivative transaction shall be made subject to the acknowledgment and acceptance by such counterparty (and their advisors, as applicable) that such information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to you and each Arranger) in accordance with customary market standards for dissemination of such type of information, (i) to potential Lenders, participants or assignees who agree to be bound by the terms of this paragraph (or language substantially similar to this paragraph or as otherwise reasonably acceptable to you and each Arranger) or (j) to enforce their respective rights hereunder. The Arrangers' obligations under this paragraph shall expire on the date occurring two years after the Original Signing Date.

You acknowledge and agree that each Arranger and its affiliates may be providing financing or other services (including financial advisory services) to other companies whose interests may conflict with yours. Each Arranger agrees that it will not furnish confidential information obtained from you to any of their other customers and that they will treat confidential information relating you and your subsidiaries and affiliates with at least the same degree of care as such Arranger treats its own confidential information. You also acknowledge that neither any Arranger nor any of their respective affiliates has any obligation to use in connection with the Acquisition, or to furnish to you, confidential information obtained by such Arranger from other companies. Notwithstanding the foregoing, you acknowledge that, in connection with the Acquisition, the Arrangers may have shared, and that it may in the future share, non-public information concerning the Borrower and its subsidiaries with its respective affiliates. By your execution of this Amended Letter, you consent to such sharing.

You and acknowledge that each of Goldman Sachs International and WF Securities has been retained as a buy-side financial advisor (in such capacity, the "**Financial Advisors**") in connection with the Acquisition. You agree to any such retention, and you agree not to assert any claim you might allege based on any actual or potential conflicts of interest that might be asserted to arise or result from, on the

one hand, the engagement of the Financial Advisors and, on the other hand, our relationship with you as described and referred to herein.

You acknowledge that affiliates of certain of the Arrangers are currently acting as lenders under the Existing Revolving Credit Agreement, and you and your affiliates' rights and obligations under any other agreement with each of the Arrangers (or affiliates of the Arrangers) (including the Existing Revolving Credit Agreement) that currently or hereafter may exist are, and shall be, separate and distinct from the rights and obligations of the parties pursuant to this Amended Letter, and none of such rights and obligations under such other agreements shall be affected by each of the Arrangers' (or affiliates of the Arrangers') performance or lack of performance of services hereunder, and none of the rights and obligations of the parties hereto hereunder shall be affected by your (or your affiliates') performance or lack of performance under such other agreements. You further acknowledge that each of the Arrangers (or affiliates of the Arrangers) may currently or in the future participate in other debt or equity transactions on behalf of or render financial advisory services to you or other companies that may be involved in a competing transaction. You hereby agree that each of the Arrangers (or affiliates of the Arrangers) may render its services under this Amended Letter notwithstanding any actual or potential conflict of interest presented by the foregoing, and you hereby waive any conflict of interest claims relating to the relationship between each of the Arrangers (or affiliates of the Arrangers) and you and your affiliates in connection with the engagement contemplated hereby, on the one hand, and the exercise by each of the Arrangers (or affiliates of the Arrangers) of any of their rights and duties under any credit or other agreement (including the Existing Revolving Credit Agreement), on the other hand. The terms of this paragraph shall survive the expiration or termination of this Amended Letter for any reason whatsoever.

You acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you, your subsidiaries and affiliates, on the one hand, and any Arranger, on the other hand, is intended to be or has been created in respect of any of the transactions contemplated by this Amended Letter, irrespective of whether any such Arranger has advised or is advising you on other matters, (b) the Arrangers, on the one hand, and you, your subsidiaries and affiliates, on the other hand, have an arm's-length business relationship that does not directly or indirectly give rise to, nor do you, your subsidiaries and affiliates, rely on, any fiduciary duty on the part of any Arranger, (c) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Amended Letter, (d) you have been advised that each Arranger is engaged in a broad range of transactions that may involve interests that differ from your interests and that no Arranger has any obligation to disclose such interests and transactions to you by virtue of any fiduciary, advisory or agency relationship, and (e) you, on behalf of yourself and your subsidiaries and affiliates waive, to the fullest extent permitted by law, any claims that you (or such subsidiaries and affiliates) may have against any Arranger for breach of fiduciary duty or alleged breach of fiduciary duty and agree that no Arranger shall have any liability (whether direct or indirect) to you or any of your subsidiaries or affiliates in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of you, your subsidiaries and affiliates, including their respective investors, employees or creditors. You acknowledge and agree that neither the Arrangers nor any of their affiliates have provided any tax, accounting, regulatory or legal advice and that you have obtained such independent advice from your own advisors to the extent you have deemed appropriate.

9. ***Survival of Obligations.*** The provisions of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 11 and 12 of this Amended Letter shall remain in full force and effect regardless of whether the Closing Date occurs, *provided* that the provisions of Sections 4, 5 and 6 shall not survive if the commitments and undertakings of the Initial Lenders and Arrangers under the Facilities are terminated prior to the Closing Date.

10. **Assignments.** Except in connection with the addition of the Additional Agents pursuant to Section 4, this Amended Letter may not be assigned by any party hereto without the prior written consent of each other party hereto (and any purported assignment without such consent will be null and void); *provided* that notwithstanding anything herein to the contrary, (i) assignments between Goldman Sachs Bank USA, Goldman Sachs International Bank and Goldman Sachs Lending Partners LLC shall be permitted and (ii) assignments between Wells Fargo Bank, National Association, Wells Fargo Securities International Limited and Wells Fargo Securities, LLC shall be permitted. This Amended Letter is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto (and the Indemnified Parties). In connection with the syndication of the Facilities, the Lenders shall be comprised of banks, financial institutions and other institutional lenders that are (a) approved by you in writing as to the identity of the assignee and the amount of such assignment (such approval not be unreasonably withheld or delayed), or (b) lenders under the Existing Facilities or have otherwise been expressly identified by you to us in writing on or prior to the Original Signing Date (each, a “**Permitted Assignee**”); *provided* that the amount of any such assignment to a Permitted Assignee described in clause (b) above shall also be subject to the approval of the Borrower (such approval not be unreasonably withheld or delayed) (it being understood that Borrower shall be deemed to have approved the amount of any such assignment that does not exceed such Permitted Assignee’s invitation level as agreed by you and us prior to the Original Signing Date); *provided* that, for the avoidance of doubt, no such assignment shall relieve the Initial Lenders of any of their respective obligations hereunder until after the funding of the Facilities on the Closing Date.

11. **Governing Law.** This Amended Letter shall be governed by, and construed in accordance with, the laws of the State of New York.

12. **WAIVER OF JURY TRIAL; CONSENT TO JURISDICTION.**

(a) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AMENDED LETTER, THE ACQUISITION AND THE OTHER TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY OR THE ACTIONS OF THE ARRANGERS IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT HEREOF OR THEREOF.

(b) Each party hereto hereby irrevocably and unconditionally submits to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in the Borough of Manhattan in New York City in respect of any suit, action or proceeding arising out of or relating to the provisions of this Amended Letter, the Acquisition and the other transactions contemplated hereby and thereby and irrevocably agrees that all claims in respect of any such suit, action or proceeding may be heard and determined in any such court.

(c) The parties hereto agree that service of any process, summons, notice or document by registered mail addressed to you shall be effective service of process against you for any suit, action or proceeding relating to any such dispute. Each party hereto waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceedings brought in any such court, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. A final judgment in any such suit, action or proceeding brought in any such court may be enforced in any other courts to whose jurisdiction you are or may be subject by suit upon judgment.

13. **Miscellaneous.**

(a) This Amended Letter embodies the entire agreement and understanding among the parties hereto and your affiliates with respect to the Facilities and supersedes all prior agreements and understandings relating to the subject matter hereof. No party has been authorized by the Arrangers to make any oral or written statements that are inconsistent with this Amended Letter. This Amended Letter may not be amended or any term or provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto.

(b) Each Arranger hereby notifies you that, pursuant to the requirements of the USA Patriot Act, Title III of Pub. L. 107-56 (signed into law on October 26, 2001) (the “***Patriot Act***”) and the requirements of 31 C.F.R. §1010.230 (the “***Beneficial Ownership Regulation***”), it is required to obtain, verify and record information that identifies you and each Loan Party, which information includes names and addresses and other information that will allow such Arranger to identify you and each Loan Party, in accordance with the Patriot Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the Patriot Act and is effective as to the Arrangers and the Initial Lenders. You hereby acknowledged and agree that the Arrangers and the Initial Lenders shall be permitted to share any or all such information with the other Lenders.

(c) This Amended Letter may be executed in any number of counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Amended Letter by facsimile transmission or electronic transmission (in pdf format) will be effective as delivery of a manually executed counterpart hereof. This Amended Letter is the only agreement that has been entered into among the parties hereto with respect to the Facilities and sets forth the entire understanding of the parties with respect thereto and supersedes any prior written or oral agreements among the parties hereto with respect to the Facilities, provided that you agree that JPMCB may perform its responsibilities hereunder through its affiliate J.P. Morgan Securities LLC.

(d) Assuming the Facilities close, you also acknowledge and agree to the disclosure by the Arrangers of information related to the Facilities to “Gold Sheets” and other similar trade publications, and to our publication of tombstones and similar advertising materials relating to the Facilities, solely at the expense of the Arrangers. The information disclosed shall consist of deal terms and other information customarily found in such publications, tombstones, and advertising materials.

[Signature Pages Follow]

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

Very truly yours,

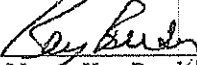
GOLDMAN SACHS BANK USA

By: 
Name: **Robert Ehudin**
Title: **Authorized Signatory**

GOLDMAN SACHS LENDING PARTNERS LLC

By: 
Name: **Robert Ehudin**
Title: **Authorized Signatory**

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: 

Name: Kay Reedy

Title: Managing Director

WELLS FARGO SECURITIES, LLC

By: 

Name: Todd B. Schanzlin

Title: Managing Director

JPMORGAN CHASE BANK, N.A.

By: 

Name: Sabir A. Hashmy

Title: Managing Director

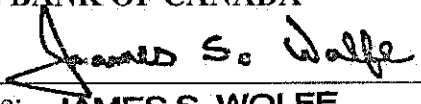
MORGAN STANLEY BANK, N.A.

By: 

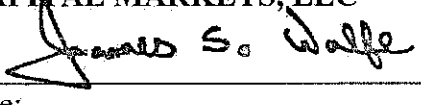
Name: Robbie Pearson

Title: Authorized Signatory

ROYAL BANK OF CANADA

By: 
Name: **JAMES S. WOLFE**
Title: **MANAGING DIRECTOR**
HEAD OF GLOBAL LEVERAGED FINANCE

RBC CAPITAL MARKETS, LLC

By: 
Name: **JAMES S. WOLFE**
Title: **MANAGING DIRECTOR**
HEAD OF GLOBAL LEVERAGED FINANCE

BARCLAYS BANK PLC

By: Brad Aston

Name: Brad Aston

Title: Managing Director

BANK OF MONTREAL



By: _____

Name: Tyler Craig

Title: Managing Director

BMO CAPITAL MARKETS CORP.



By: _____

Name: Tyler Craig

Title: Managing Director

DEUTSCHE BANK AG NEW YORK BRANCH

By: Edwin E. Roland
Name: Edwin E. Roland
Title: Managing Director

By: Joseph Pandolfo
Name: Joseph Pandolfo
Title: Director

**DEUTSCHE BANK AG CAYMAN ISLANDS
BRANCH**

By: Edwin E. Roland
Name: Edwin E. Roland
Title: Managing Director

By: Joseph Pandolfo
Name: Joseph Pandolfo
Title: Director

DEUTSCHE BANK SECURITIES INC.

By: Edwin E. Roland
Name: Edwin E. Roland
Title: Managing Director

By: Joseph Pandolfo
Name: Joseph Pandolfo
Title: Director

UBS AG, STAMFORD BRANCH

By: _____

Name: Luke Bartolone
Title: Executive Director

By: _____

Name: Kevin T. Pluff
Title: Managing Director
Leveraged Capital Markets

UBS SECURITIES LLC

By: _____

Name: Luke Bartolone
Title: Executive Director



By: _____

Name: Kevin T. Pluff
Title: Managing Director
Leveraged Capital Markets

U.S. BANK NATIONAL ASSOCIATION

By: 
Name: Neil Brisson
Title: Managing Director

U.S. BANCORP INVESTMENTS, INC.

By:  
Name: Jeff Kane
Title: Managing Director

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

BERRY GLOBAL, INC.

By:  _____

Name: Jason K. Greene

Title: Executive Vice President

ANNEX II

EXECUTION VERSION

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

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

**JPMORGAN CHASE BANK,
N.A.**
383 Madison Avenue
New York, NY 10179

**MORGAN STANLEY
SENIOR FUNDING, INC.**
1585 Broadway
New York, NY 10036

**ROYAL BANK OF CANADA
RBC CAPITAL MARKETS, LLC**
200 Vesey Street
New York, New York 10281

BARCLAYS
745 Seventh Avenue
New York, New York 10019

**BANK OF MONTREAL
BMO CAPITAL MARKETS
CORP.**
3 Times Square
New York, NY 10036

**DEUTSCHE BANK AG NEW
YORK BRANCH
DEUTSCHE BANK
SECURITIES INC.**
60 Wall Street
New York, NY 10005

UBS AG, STAMFORD BRANCH
600 Washington Boulevard
Stamford, Connecticut 06901
UBS SECURITIES LLC
1285 Avenue of the Americas
New York, New York 10019

**U.S. BANK NATIONAL
ASSOCIATION**
3 Bryant Park, 15th Floor
1095 Avenue of the Americas
New York, NY 10036
**U.S. BANCORP
INVESTMENTS, INC.**
214 N. Tryon Street, 26th Floor
Charlotte, North Carolina 28202

March 29, 2019

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

Project Reno Amended and Restated Backstop Financing Syndication, Engagement and Fee Letter

Ladies and Gentlemen:

Reference is made to the Project Reno Backstop Financing Syndication, Engagement and Fee Letter dated as of March 8, 2019 (the “**Original Signing Date**”) among you, Goldman Sachs (as defined below) and WF Bank (as defined below) (the “**Original Syndication and Fee Letter**”). This Amended and Restated Project Reno Backstop Financing Syndication, Engagement and Fee Letter (this “**Amended Letter**”) supersedes and replaces in its entirety the Original Syndication and Fee Letter. The parties hereto acknowledge and agree that, except to the extent contemplated hereby, this Amended Letter does constitute a novation or termination of your or our obligations or liabilities under the Original Syndication and Fee Letter as in effect prior to the date hereof.

This Amended Letter is also delivered to you in connection with the Amended and Restated Term Loan Credit Agreement, dated as of March 29, 2019, among Berry Global, Inc. (the “**Borrower**” or “**you**”), Goldman Sachs Bank USA (“**GS Bank**”), as administrative agent (the “**Term Loan Administrative Agent**”), and GS Bank, Goldman Sachs Lending Partners, LLC (“**GSLP**” and together with GS Bank, each acting through itself or one of its affiliates, “**Goldman Sachs**”), Wells Fargo Bank, National Association (“**WF Bank**”), J.P. Morgan Chase Bank, N.A. (acting through itself or one of its affiliates,

“**JPMCB**”), Morgan Stanley Senior Funding, Inc. (“**MSSF**”), Royal Bank of Canada (“**RBC**”), , Barclays Bank PLC (“**Barclays**”), Bank of Montreal (“**BMO**”), Deutsche Bank AG New York Branch (“**DBNY**”), UBS AG, Stamford Branch (“**UBS**”) and U.S. Bank National Association (“**U.S. Bank**”), as initial lenders thereunder (the “**Term Loan Initial Lenders**” and, together with the other lenders under the First Lien Bridge Facility and the Second Lien Bridge Facility (each, as defined in the Term Loan Facility), the “**Initial Lenders**”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Term Loan Agreement**”) The Backstop Facilities (as defined in the Term Loan Agreement), together with the Initial Term Facilities are collectively referred to herein as the “**Term Facilities**” and together with the First Lien Bridge Facility and the Second Lien Bridge Facility are collectively referred to herein as the “**Facilities**”. Goldman Sachs and Wells Fargo Securities, LLC (“**WF Securities**”) are acting as joint lead arrangers and bookrunners (the “**Lead Arrangers**”), JPMCB, MSSF and RBC Capital Markets¹ (“**RBCCM**”) are acting as joint bookrunners and Barclays, BMO Capital Markets Corp. (“**BMO Capital Markets**”), Deutsche Bank Securities Inc. (“**Deutsche Bank Securities**”), UBS Securities LLC (“**UBS Securities**”) and U.S. Bank are acting as co-managers (collectively with the Lead Arrangers, the “**Arrangers**”) in connection with the Term Facilities. Terms used in this Amended Letter that are defined in the Term Loan Agreement have the meanings given therein, unless otherwise defined herein. The Borrower intends to use the Initial Term Facilities, together with First Lien Bridge Credit Facility (or New First Lien Notes in lieu thereof) and the Second Lien Bridge Credit Facility (or New Second Lien Notes in lieu thereof) for the purpose of (i) the proposed acquisition, directly or indirectly, of 100% of the outstanding shares of a corporation identified to us as “**Reno**” (the “**Target**”), which may be effected pursuant to a public offer by, or made on behalf of, the Borrower in accordance with the United Kingdom City Code on Takeovers and Mergers (and any practice statements issued by the Panel on Takeovers and Mergers in connection with the City Code) and the provisions of the Companies Act (collectively, the “**UK Takeover Rules**”) for the Borrower to acquire all of the Target shares not owned, held or agreed to be acquired by the Borrower (the “**Offer**”), or by means of a scheme of arrangement (the “**Scheme**”) effected pursuant to Part 26 of the Companies Act under which the Target shares will be cancelled (or transferred) and the Borrower will become the holder of new shares issued in place of such cancelled Target shares (or, as the case may be, the holder of such transferred Target shares) (either of such Offer or such Scheme, the “**Acquisition**”), (ii) the payment of fees and expenses related to the funding of the Initial Term Facilities, the First Lien Bridge Credit Facility (or New First Lien Notes in lieu thereof), the Second Lien Bridge Credit Facility (or New Second Lien Notes in lieu thereof) and the Acquisition and (iii) if the Amendment (as defined below) is not successful, in the case of the Backstop Facilities, the repayment of all existing indebtedness under the Existing Term Loan Agreement (as defined below) and the payment of fees and expenses related to this clause (iii).

In connection with the foregoing, the Borrower intends to seek an amendment (the “**Amendment**”) to the Second Amended and Restated Term Loan Credit Agreement, dated as of April 3, 2007, as amended, among the Borrower, Berry Global Group, Inc. the lenders party thereto and Credit Suisse AG, Cayman Islands Branch (as amended prior to the Original Signing Date, the “**Existing Term Loan Agreement**”) to, among other things, (i) permit the Acquisition and (ii) provide that the conditions to financing the Acquisition will be in accordance with the UK Takeover Rules. If the Amendment is successful, the commitments of the Term Loan Initial Lenders in respect of the Backstop Facilities under the Term Loan Agreement will be terminated and reduced to zero.

For purposes of this Amended Letter, “Closing Date” shall mean the date of consummation of the Acquisition with the proceeds of the Facilities (the “**Closing Date**”).

¹ RBC Capital Markets is the brand name for the capital markets activities of Royal Bank of Canada and its affiliates.

You acknowledge that this Amended Letter is neither an express nor an implied commitment by the Arrangers, the Initial Lenders or any of their respective affiliates to provide any financing or to provide or purchase loans in connection with the Acquisition, the Facilities or the Amendment, which commitment is, for the avoidance of doubt, set forth in the Term Loan Agreement.

In connection with, and in consideration of the agreements contained in, the Backstop Facilities, you agree with us as follows.

1. ***Facility Fees.***

(a) As consideration for the commitment of the Initial Lenders in respect of the Backstop Facilities under the Term Loan Agreement, you agree to pay to each Initial Lender, for its own account, a commitment fee (the “***Backstop Term Loan Commitment Fee***”) equal to 0.75% (or, if the Closing Date does not occur within 180 days after the Original Signing Date, 1.00%) of the aggregate amount of the commitment of such Initial Lender in respect of the Backstop Facilities under the Term Loan Agreement as of the date hereof; *provided* that if the Amendment is successful and the Backstop Facilities are terminated and reduced to zero (i) on or prior to 45 days after the Original Signing Date, the Backstop Term Loan Commitment Fee will be reduced to 0.125% or (ii) after 45 days after the Original Signing Date but on or prior to 90 days after the Original Signing Date, the Backstop Term Loan Commitment Fee will be reduced to 0.25%. The Backstop Term Loan Commitment Fee will be earned and payable in full on the Closing Date.

(b) As consideration for the commitment of each of the Lenders in respect of the Backstop Facilities under the Term Loan Agreement to provide a portion of the Backstop Facilities on the Closing Date, you agree to pay (or cause to be paid) to each Lender (including each Initial Lender in its capacity as a Lender), upfront fees in an amount equal to 1.00% of the principal amount of the Backstop Facilities funded by such Lender as of the Closing Date (the “***Backstop Term Loan Upfront Fees***”). The Backstop Term Loan Upfront Fees will be earned and payable in full on the Closing Date. At the option of the Lead Arrangers, all or a portion of the Backstop Term Loan Upfront Fees may be structured as original issue discount.

(c) In addition, you agree to pay to the Lenders in connection with the Backstop Facilities, if any, a ticking fee (the “***Ticking Fee***”) until the earlier to occur of (i) the Closing Date or (ii) the date of termination of the applicable commitments under the Backstop Facilities without the occurrence of the Closing Date (such earlier date, the “***Ticking Fee Payment Date***”), at a rate per annum equal to:

(a) for the period commencing on the date that is the earlier of (i) 45 days after the date that the final allocations of the commitments are made with respect to the Backstop Facilities (the “***Allocation Date***”) and (ii) July 31, 2019, until but excluding the date that is the earliest of (i) 91 days after the Allocation Date, (ii) 181 days after the Original Signing Date and (iii) the Ticking Fee Payment Date, as of such earlier date, 50% of the Applicable Margin for Eurocurrency Loans to be denominated in Dollars (after giving effect to any increase to the interest rates pursuant to clause (A) of the first paragraph under the heading “Market Flex & Escrow Funding” below) times the aggregate amount of the commitments in respect of the Backstop Facilities under the Term Loan Agreement; and

(b) for the period commencing on the date that is the earlier of (i) 91 days after the Allocation Date and (ii) 181 days after the Original Signing Date, until but excluding the Ticking Fee Payment Date, as of such earlier date, one-month LIBO Rate (it being understood that for purposes hereof LIBO Rate shall not be less than 0%) plus 100% of the Applicable Margin for

Eurocurrency Loans to be denominated in Dollars (after giving effect to any increase to the interest rates pursuant to clause (A) under the heading “Market Flex & Escrow Funding” below) times the aggregate amount of the commitments in respect of the Backstop Facilities under the Term Loan Agreement.

The Ticking Fee will be fully earned and will be due and payable in cash in full on the earlier of (i) the date that is fifteen days after the Closing Date and (ii) the date of termination of the applicable commitments under the Backstop Facilities without the occurrence of the Closing Date.

(d) If the Investment Banks (as defined in the First Lien Bridge Facility and the Second Lien Bridge Facility) have not received the Offering Document (as defined in the First Lien Bridge Facility and the Second Lien Bridge Facility) at least 15 calendar days prior to the Closing Date, you agree to pay to the Arrangers, for their own account, a fee (the “**Document Delivery Failure Fee**”) equal to 0.25% of the aggregate amount of the commitments of the Backstop Facilities as of the date immediately prior to the date thereof. The Document Delivery Failure Fee shall be divided among the Arrangers based on the pro rata share of the commitments of the Initial Lenders affiliated with such Arrangers. The Document Delivery Failure Fee will be earned and payable in full on the Closing Date.

2. **Other Fees.** In the event that you or any of your affiliates consummate (i) the Acquisition or (ii) any similar transaction in which you or any of your affiliates acquire, directly or indirectly, at least a majority of the stock or assets of, or merge or otherwise combine with, the Target and its subsidiaries (any such similar transaction, an “**Alternate Transaction**”), in either case, with the proceeds of any financing other than the Facilities within twelve months after the date of this Amended Letter, you agree that unless (A) the commitments of the Initial Lenders or their respective affiliates under the Facilities have been terminated by such Initial Lender or its affiliate prior to its stated termination date, (B) the Initial Lenders or their respective affiliates have breached their obligations to provide the Facilities or (C) in the case of the financing for any Alternate Transaction, the Initial Lenders have been offered a bona fide right of first refusal to provide, place, arrange or underwrite any debt senior facilities for such Alternate Transaction, on substantially the same terms as any bona fide proposal for such financing received from another lender and with the same titles and compensatory economics as the Facilities, then you will pay to each Initial Lender an amount equal to 50% of the Backstop Term Loan Commitment Fee that would have been payable to such Initial Lender with respect to the Term Loan Facility if the Closing Date had occurred upon the date of consummation of the Acquisition or such Alternate Transaction.

3. **Fees Generally.** You agree that, once paid, the fees or any part thereof payable hereunder will not be refundable under any circumstances. All fees payable hereunder will be paid in immediately available funds and shall not be subject to reduction by way of setoff or counterclaim. All fees received by us hereunder may be shared among our affiliates as we may determine in our sole discretion. In addition, all such payments shall be made without deduction for any taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any national, state or local taxing authority, or will be grossed up by you for such amounts. All fees payable hereunder will be paid in Dollars.

4. **Titles and Roles.** Goldman Sachs and WF Securities are acting as the Lead Arrangers, JPM Securities, MSSF and RBCCM are acting as joint bookrunners and Barclays, BMO Capital Markets, Deutsche Bank Securities, UBS Securities and U.S. Bank are acting as co-managers in connection with the Facilities. You and we agree that no other titles will be awarded and no compensation (other than that expressly contemplated by this Amended Letter) will be paid in order to obtain commitments in connection with the Facilities unless you and we shall so agree (and we agree not unreasonably to withhold, delay or condition our consent); *provided* that you may, up until 5 business days after the date hereof appoint one (1) financial institution that was identified to us prior to the date hereof as a

co-manager for the Facilities, (the “**Additional Agent**”); *provided* that the aggregate economics payable to the Additional Agent for each of the Facilities shall not exceed 2% of the total economics which would otherwise be payable to the Arrangers pursuant to this Letter (exclusive of any fees payable to an administrative agent or collateral agent in its capacity as such) (it being understood that (i) the commitments of each of Goldman Sachs and WF Bank as of the date hereof hereunder will be reduced by the amount of the commitments of the Additional Agent (or its affiliate) under the Facilities on a pro rata basis upon the execution of an Assignment and Acceptance under the Facilities satisfactory to each of Goldman Sachs and WF Bank and you, *provided* that the pro rata reduction to the commitments of Goldman Sachs will first be used to reduce the commitments of GSLP and, to the extent after such reduction GSLP does not have any commitments remaining, second to GS Bank, (ii) the commitments assumed by the Additional Agent for the Facilities will be in proportion to the economics allocated to the Additional Agent, and (iii) each such Additional Agent’s aggregate commitment shall be allocated pro rata among the Facilities..

Each Arranger is pleased to confirm its agreement to use commercially reasonable efforts to arrange the Amendment (promptly after your acceptance of the terms of this Amended Letter (or at such other time as may be requested by the Arrangers in consultation with you), *provided*, however, that the consent solicitation in respect of the Amendment shall be at all times conducted in compliance with the UK Takeover Rules. You acknowledge and agree that this Amended Letter does not guarantee the success of the Amendment or assure you that we or any of our affiliates will vote in favor thereof.

Goldman Sachs will have “left” placement in any and all marketing materials or other documentation used in connection with the Backstop Facilities and the Amendment and the role and responsibilities customarily associated with such placement, WF Securities shall appear immediately to the right of Goldman Sachs and the other Arrangers shall appear in the order of their economics to the right of WF Securities.

5. **Syndication Assistance.** The Arrangers intend to commence syndication of the Facilities promptly after your acceptance of the terms of this Amended Letter. As used in this Amended Letter, the term “syndication” of the Facilities includes the consent solicitation for the Amendment. Notwithstanding the Arrangers’ right to syndicate the Facilities and receive commitments with respect thereto, (a) no assignment or novation shall become effective with respect to all or any portion of any Initial Lender’s commitment in respect of the Facilities until after the funding of the Facilities on the Closing Date (other than with respect to the Additional Agents as provided for in Section 4) and (b) unless you otherwise agree in writing, the Initial Lenders shall retain exclusive control over all rights and obligations with respect to its commitment and other obligations hereunder, including all rights with respect to consents, modifications, supplements, waivers and amendments of this Amended Letter, until the Closing Date. Without limiting your obligations to assist with syndication efforts as set forth herein, the Initial Lenders agree that neither the commencement nor the completion of such syndication of, nor the receipt of commitments or participations in respect of, all or any portion of its commitment hereunder prior to the funding of the Facilities is a condition to its commitment under the Facilities.

Until the earlier of 60 days following the Closing Date and the completion of a Successful Syndication (as defined below) (such earlier date, the “**Syndication Date**”), you agree, subject to the disclosure limitations in the UK Takeover Rules in relation to the Scheme and/or the Offer, to actively assist the Arrangers in achieving a Successful Syndication and successful outcome with respect to the Amendment. Such assistance shall include (a) your providing, and your using all reasonable endeavors to cause the Target to provide, the Arrangers and the Initial Lenders upon reasonable request with all information reasonably deemed necessary by the Arrangers to complete such syndication, including, but not limited to, information and evaluations prepared by you and your advisors, or on your behalf, relating to the Acquisition (including (i) the Projections (as hereinafter defined), (ii) audited consolidated financial

statements of each of the Borrower and the Target as of and for the three most recently completed fiscal years ending at least 90 days before the Closing Date, (iii)(x) unaudited consolidated financial statements of the Company as of and for each subsequent fiscal quarter ended at least 45 days before the Closing Date (other than any fiscal fourth quarter) after the most recent fiscal period for which audited consolidated financial statements have been provided and (y) your using commercially reasonable endeavors to cause the Target to provide unaudited consolidated financial statements of the Target as of and for each subsequent fiscal quarter ended at least 45 days before the Closing Date (other than any fiscal fourth quarter) after the most recent fiscal period for which audited consolidated financial statements have been provided or, in the case of a fiscal period (other than the half-year fiscal period), internal management numbers for such fiscal quarter and (iv) pro forma financial statements of the Borrower as of and for the twelve-month period ending on the last day of the most recently completed four-fiscal quarter period ended at least 45 days before the Closing Date (or, if the most recently completed fiscal period is the end of the fiscal year, ended at least 90 days before the Closing Date, prepared after giving effect to the Acquisition as if the Acquisition had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of such other statement of income), which reflects adjustments customary for Rule 144A transactions and such other financial information relating to the Borrower and the Target or other proposed or recently completed acquisitions, if any, as may be reasonably requested by the Arrangers) (subject to, in the case of your advisors, the delivery of customary non-disclosure and non-reliance agreements reasonably acceptable to the Arrangers and such advisors), (b) your assistance in the preparation of an information memorandum with respect to the Facilities in form and substance customary for transactions of this type (an **“Information Memorandum”**) and other customary materials to be used in connection with the syndication of the Facilities (collectively with any summary of terms prepared for distribution to Public Lenders (as hereinafter defined), the **“Information Materials”**), (c) your using your commercially reasonable efforts to ensure that the syndication efforts of the Arrangers benefits from your existing lending relationships, (d) your using commercially reasonable efforts to procure public corporate and public corporate family ratings (but no specific rating in either case) for the Borrower and public ratings (but no specific rating) for the Facilities from each of Standard & Poor’s Financial Services LLC, a subsidiary of S&P Global Inc. (**“S&P”**), and Moody’s Investors Service, Inc. (**“Moody’s”**) prior to the launch of general syndication of the Facilities and (e) your otherwise assisting the Arrangers in their syndication efforts, including by making your officers and non-legal advisors available from time to time to attend and make presentations at a reasonable number of meetings of prospective lenders under the Facilities (the **“Lenders”**) at times and places to be mutually agreed.

Notwithstanding anything to the contrary contained in this Amended Letter, the Facilities or any other letter agreement or undertaking concerning the financing of the Acquisition, compliance with any of the provisions set forth in this Amended Letter (including, without limitation, the accuracy of the Information or the Projections (as such terms are defined below)), shall not constitute a condition to the commitments under, or the funding of, the Facilities on the Closing Date.

In order to facilitate an orderly and successful syndication of the Facilities, you agree that from the Original Signing Date until the Syndication Date, the Borrower will not and will use all reasonable endeavors to ensure the Target does not, without the prior consent of the Lead Arrangers (which will not be unreasonably withheld, delayed or conditioned) issue, announce, offer, place or arrange debt securities or any syndicated credit facilities of the Borrower or its subsidiaries or the Target (other than (i) amendments or refinancings of the Borrower’s existing credit facilities that do not increase the aggregate committed amount thereof (other than with respect to the Existing Revolving Credit Agreement) (plus accrued and unpaid interest and premium thereon and underwriting discounts, fees, commissions and expenses), (ii) any commercial paper issued in the ordinary course of business, (iii) ordinary course capital leases or other debt issued or incurred to finance the acquisition of fixed or capital assets, (iv) ordinary course factoring programs, letter of credit facilities, overdraft protection and short term working

capital facilities, hedging and cash management arrangement, (v) the Facilities, (vi) any ordinary course debt incurred in connection with sale-leasebacks by the Borrower, the Target or their respective subsidiaries, (vii) intercompany debt among the Borrower and its subsidiaries or among the Target and its subsidiaries and (viii) any other financing agreed by the Lead Arrangers, such agreement not to be unreasonably withheld, delayed or conditioned), in each case if such issuance, announcement, offering, placement or arrangement could reasonably be expected to materially impair the primary syndication of the Facilities. All agreements with respect to your efforts to use reasonable endeavors to cause the Target to assist with syndication as set forth in this Amended Letter (i) shall not commence until the earlier of the Offer Effective Date and the Scheme Effective Date and (ii) are subject at all times to the requirements of the UK Takeover Rules.

It is understood and agreed that the Lead Arrangers will manage and control all aspects of the syndication of the Facilities in consultation with you, including decisions as to the selection of prospective Lenders and any titles offered to proposed Lenders, when commitments will be accepted and the final allocations of the commitments among the Lenders. It is understood that no Lender participating in the Facilities or consenting to the Amendment will receive compensation from you in order to obtain its commitment or consent, except on the terms contained herein, unless you and the Lead Arrangers shall otherwise agree. It is also understood and agreed that the amount and distribution of the fees among the Lenders will be at the sole and absolute discretion of the Lead Arrangers.

In order to seek the successful approval of the Amendment from the requisite lenders under the Existing Term Loan Agreement, you agree that it may be reasonably necessary and/or advisable to pay consent fees (the “**Amendment Fees**”) to the existing lenders under the Existing Term Loan Agreement in connection with the arranging of the Amendment, which may be in the form of consent fees or increases to the Applicable Margin under the loans outstanding under the Existing Term Loan Agreement. The entire amount of the Amendment Fees shall be payable by you and shall be in addition to the fees payable under Section 1 hereof.

You hereby represent and warrant that (a) all written information, other than Projections, forward-looking information and other information of a general economic or industry specific nature, that has been or is hereafter made available to the Arrangers or any of the Initial Lenders by or on behalf of you or any of your representatives (which representation and warranty shall be to your knowledge to the extent it relates to the Target or its subsidiaries), taken as a whole after giving effect to all supplements and updates provided thereto (the “**Information**”), as and when furnished, is and will be correct in all material respects and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements were or are made, not materially misleading (giving effect to supplements thereto from time to time) and (b) all financial projections concerning the Borrower, the Target and their subsidiaries that have been or are hereafter made available to the Arrangers or any of the Initial Lenders by or on behalf of you or any of your representatives in connection with the Acquisition (the “**Projections**”) have been or will be (to the knowledge of the Borrower in connection with any Projections concerning the Target and its subsidiaries; the “**Target Projections**”) prepared in good faith based upon assumptions believed by you to be reasonable at the time such Projections are furnished to the Arrangers or any Initial Lender (it being understood that the Projections are subject to significant uncertainties and contingencies, many of which are beyond your control, the Projections, by their nature, are inherently uncertain and no assurances are being given that the results reflected in the Projections will be achieved and actual results may differ from the Projections and such differences may be material). You agree that if at any time from the Original Signing Date until the later of the Closing Date and the Syndication Date, you become aware that any of the representations in the preceding sentence would be incorrect in any material respect if the Information and Projections were being furnished, and such representations were being made, at such time, then you will promptly supplement, or cause to be supplemented, the

Information and Projections so that such representations will be correct at such time. In issuing this commitment and in arranging and syndicating the Facilities, the Initial Lenders are and will be using and relying on the Information and the Projections without independent verification thereof.

You acknowledge that (a) the Arrangers on your behalf will make available Information Materials to the proposed syndicate of Lenders (and existing lenders under the Existing Term Loan Agreement in respect of the Amendment) by posting the Information Materials on IntraLinks, LendAmend or another similar electronic system and (b) certain prospective Lenders (such Lenders, “**Public Lenders**”; all other Lenders, “**Private Lenders**”) may have personnel that do not wish to receive material non-public information (within the meaning of foreign, United States federal and state securities laws, “**MNPI**”) with respect to the Borrower, the Target, or your or their affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such entities’ securities. If requested, you will use your commercially reasonable efforts to assist us in preparing an additional version of the Information Materials not containing MNPI (the “**Public Information Materials**”) to be distributed to prospective Public Lenders.

Before distribution of any Information Materials (a) to prospective Private Lenders, you shall provide us with a customary letter authorizing the dissemination of the Information Materials and (b) to prospective Public Lenders, you shall provide us with a customary letter authorizing the dissemination of the Public Information Materials and confirming the absence of MNPI therefrom. In addition, at our request, you shall identify Public Information Materials by clearly and conspicuously marking the same as “PUBLIC”.

You agree that the Arrangers on your behalf may distribute the following documents to all prospective or existing Lenders, unless you advise the Arrangers in writing (including by email) within a reasonable time after your receipt of such materials and prior to their intended distributions that such material should only be distributed to prospective Private Lenders: (a) administrative materials for prospective Lenders such as lender meeting invitations and funding and closing memoranda, (b) term sheets and notifications of changes to the terms of the Facilities or the Amendment and (c) drafts and final versions of definitive documents with respect to the Facilities and the Amendment. If you advise us that any of the foregoing items should be distributed only to Private Lenders, then the Arrangers will not distribute such materials to Public Lenders without further discussions with you. You agree that Information Materials made available to prospective Public Lenders in accordance with this Amended Letter shall not contain MNPI.

6. ***Market Flex & Escrow Funding.***

Each Lead Arranger shall be entitled at any time after the Original Signing Date and prior to the earlier of a Successful Syndication (as defined below) of the Backstop Facilities and the date that is 60 days after the Closing Date, after consultation with you, to make the following changes or a combination of the following changes (and only the following changes or a combination of the following changes) to the Backstop Facilities if (x) such Lead Arranger reasonably determines that such changes are necessary or advisable to seek to ensure a Successful Syndication of the Backstop Facilities and/or (y) a Successful Syndication of the Backstop Facilities has not occurred on or prior to the Closing Date (in each case, other than with respect to clause (B) below which may be exercised regardless of a Successful Syndication) (this paragraph, the “**Flex Provisions**”):

(A) increase the interest rate margins by up to 125 basis points per annum, plus an additional 25 basis points per annum if the Closing Date does not occur within 120 days after the Original Signing Date, plus an additional 25 basis points per annum if the Closing Date does not occur within 180 days after the Original Signing Date, plus an additional 25 basis points per

annum if the Borrower's public corporate credit rating by S&P and public corporate family rating by Moody's is not at least BB- and Ba3 (in each case, stable or better outlook); provided, that in all cases, up to 75 basis points may be implemented by increasing the upfront fees or original issue discount provided for in the Backstop Facilities pursuant to Section 1(b) above in respect of the Backstop Facilities, in each case based on an assumed four year average life for the Backstop Facilities (e.g., 25 basis points of margin so utilized equals 100 basis points in upfront fees);

(B) in the event that the Amendment is not successful prior to the date that is 90 days after the Original Signing Date, reallocate, change or convert any or all of the commitments under the Term Loan Agreement to the First Lien Bridge Facility;

(C) extend the six-month "soft call" protection to 12 months; and/or

(D) provide that the Cumulative Retained Excess Cash Flow Amount "builder basket" under the First Lien Credit Facility be reduced to 75% of Pro Forma Adjusted EBITDA.

In addition, notwithstanding anything to the contrary in this Amended Letter, each Initial Lender (on a pro rata basis determined by reference to such Initial Lender's applicable Commitments) will provide you, and you will be permitted, at your option, to utilize additional amounts under the Backstop Facilities on the Closing Date to finance any original issue discount or upfront fees under this Section 6. Each Initial Lender hereby commits to provide any such additional amount in excess of its Commitments as of the Original Signing Date under the Backstop Facilities, and any such additional amounts shall not constitute Commitments for purposes of calculating the Backstop Term Loan Commitment Fee.

A "**Successful Syndication**" shall be deemed to be achieved at the time that we hold no more than \$0 in the aggregate of the Facilities commitments. In the event the Lead Arrangers, after consultation with you (but, without requiring your consent), provide you with written notice of any change to the Facilities authorized by the Flex Provisions (a "**Flex Notice**"), you shall (and, if applicable, shall cause your subsidiaries to) enter into such amendments to the Facilities as shall be necessary to effect those changes contemplated by paragraph 6(A) through (D) as applicable, and your failure to do so shall constitute an Event of Default under the Facilities. Without prejudice to the other rights and remedies of the Lenders under the Facilities in the event of any such failure, any such change shall become effective on the date, if any, specified in the related Flex Notice (but not prior to the date of the related Flex Notice), regardless of whether a written amendment effecting such change is entered into, and you hereby authorize the Administrative Agent to reflect such change in the register and to invoice you therefor.

At any time on or after the date that is six (6) months after the Original Signing Date (the "**Escrow Start Date**"), at the option of either Lead Arranger by notice to you, such Lead Arranger may require the Borrower to fund the Backstop Facilities into escrow (a "**Term Loan Escrow Funding**") pursuant to customary escrow arrangements (whereby, in addition to the gross proceeds of the Backstop Facilities, you agree to cause to be deposited with the escrow agent an amount in cash sufficient to pay all interest on the Backstop Facilities through the latest possible mandatory prepayment date pursuant to such escrow arrangements; provided, however, that this obligation may be satisfied by providing letters of credit or other customary credit support in the applicable amount) with GS Bank, as escrow agent, and from and after the date of funding of the Backstop Facilities pursuant to a Term Loan Escrow Funding, the Backstop Term Loans shall accrue interest at one month Adjusted LIBO Rate (it being understood that for purposes hereof Adjusted LIBO Rate shall not be less than 0%), plus 100% of the Applicable Margin for Eurocurrency Loans (after giving effect to any increase to the interest rates pursuant to clause (A) of the first paragraph of this section) with consecutive three month interest periods commencing on such date and with all such funds to be held by the escrow agent (subject to release of a portion thereof to pay

regularly accruing interest). You agree that the failure to comply with the Term Loan Escrow Funding will result in a ticking fee accruing from the date of such failure until the earlier of the date (I) the Backstop Term Loans are funded and (II) the Backstop Term Loan Commitments are terminated, payable on such earlier date, at a rate per annum equal one month Adjusted LIBO Rate (it being understood that for purposes hereof Adjusted LIBO Rate shall not be less than 0%) plus 100% of the Applicable Margin for Eurocurrency Loans denominated in Dollars under the Backstop Facilities (after giving effect to any increase to the interest rates pursuant to clause (A) of the first paragraph of this section).

Notwithstanding anything herein to the contrary, (i) the conditions to release of escrowed proceeds shall be the satisfaction of the conditions to borrowing in Section 4.02 of the Backstop Facilities and (ii) the escrow arrangements will provide that the aggregate principal amount of the Loans funded therein will be repayable at the original price at which such Loans were funded plus accrued and unpaid interest in the event that the conditions to the release of proceeds of such Loans from escrow are not satisfied on or prior to the Closing Date.

7. ***Expenses and Indemnities.***

(a) You agree to reimburse the Arrangers from time to time promptly after demand for all reasonable documented or invoiced out-of-pocket fees and expenses (including, but not limited to, (i) the reasonable fees, disbursements and other charges of counsel which shall be limited to the reasonable and documented or invoiced out-of-pocket fees, disbursements and other charges of a single counsel, as counsel to the Arrangers and the Administrative Agent and, if necessary, of one local counsel to the Lenders retained by the Arrangers or the Administrative Agent in each relevant jurisdiction, respectively, and (ii) due diligence expenses) incurred in connection with the Facilities, the syndication thereof, the Amendment and the consent solicitation with respect thereto, the preparation of the definitive documentation with respect to the Facilities and the Amendment therefor and the other transactions contemplated hereby, in the case of legal fees and expenses, whether or not the Closing Date occurs or any extensions of credit are made under the Facilities or the Amendment is successful and in all other cases, if the Closing Date occurs.

(b) You also agree to indemnify and hold harmless each of the Arrangers, the Initial Lenders and each of their affiliates and controlling persons, successors and assigns and their respective officers, directors, members, partners, employees, agents, advisors and other representatives (each, an “***Indemnified Party***”) from and against (and will reimburse each Indemnified Party as the same are incurred for) any and all claims, damages, losses, liabilities and expenses (including, without limitation, the reasonable fees, disbursements and other charges of counsel (but limited, in the case of legal fees and expenses, to the reasonable and documented or invoiced out-of-pocket fees and expenses of one counsel, representing all of the Indemnified Parties, taken as a whole, and, if necessary, of a single local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) for all such Indemnified Parties, taken as a whole (and, in the case of an actual or perceived conflict of interest where the Indemnified Party affected by such conflict notifies you of the existence of such conflict and thereafter retains its own counsel, of another firm of counsel for each such affected Indemnified Party in each relevant jurisdiction))) that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any actual or threatened claim, dispute, investigation, litigation or proceeding or preparation of a defense in connection therewith) (i) any aspect of the Acquisition or the other transactions contemplated hereby, (ii) the Facilities, or any use made or proposed to be made with the proceeds thereof or (iii) the Amendment, except to the extent such claim, damage, loss, liability or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from (A) such Indemnified Party’s material breach of this Amended Letter, (B) such Indemnified Party’s gross negligence, bad faith, or willful misconduct, or (C) disputes solely among Indemnified Parties not arising from or in connection with any act or omission by the Borrower or any of its affiliates (other than

any Proceeding (as hereinafter defined) against an Arranger in its capacity or in fulfilling its role as an administrative agent, arranger or similar role with respect to the Facilities). In the case of any litigation, investigation or proceeding to which the indemnity in this paragraph applies (any of the foregoing, a “**Proceeding**”), such indemnity shall be effective whether or not such Proceeding is brought by you, your equity holders or creditors, the Target or its subsidiaries, affiliates or equity holders, or an Indemnified Party, whether or not an Indemnified Party is otherwise a party thereto and whether or not any aspect of the Acquisition is consummated. It is further agreed that the Arrangers shall only have liability to you (as opposed to any other person), and that the Arrangers shall be severally liable solely in respect of their respective commitments to the Facilities, on a several, and not joint, basis with any other Lender. Without limiting your indemnification obligations as set forth in this paragraph for any such damages awarded in connection with a third-party claim against an Indemnified Party (subject to any applicable limitations set forth above), notwithstanding any other provision of this Amended Letter, no party hereto or any other Indemnified Party shall be liable for any indirect, special, punitive or consequential damages in connection with the Facilities (other than in respect of any such damages required to be indemnified under this Section 7(b)). Notwithstanding any other provision of this Amended Letter, no Indemnified Party shall be liable for any damages arising from the use by others of information or other materials obtained through electronic telecommunications or other information transmission systems, other than for direct, actual damages resulting from the gross negligence or willful misconduct of such Indemnified Party as determined by a final, non-appealable judgment of a court of competent jurisdiction. You shall not be liable for any settlement of any Proceeding effected without your prior written consent (which consent shall not be unreasonably withheld or delayed), but if settled with your prior written consent or if there is a final judgment in any such Proceeding, you agree to indemnify and hold harmless each Indemnified Party to the extent and in the manner set forth above. You shall not, without the prior written consent of an Indemnified Party, effect any settlement of any pending or threatened Proceeding against such Indemnified Party in respect of which indemnity could have been sought hereunder by such Indemnified Party unless such settlement (i) includes an unconditional release of such Indemnified Party in form and substance reasonably satisfactory to such Indemnified Party from all liability or claims that are the subject matter of such Proceeding and (ii) does not include any statement as to any admission of fault or culpability by or on behalf of such Indemnified Party.

8. ***Confidentiality and Other Obligations.*** This Amended Letter and the contents hereof are confidential and may not be disclosed by you in whole or in part to any person or entity without our prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) except (a) on a confidential and need-to-know basis to your board of directors, officers, employees or financial advisors and the accountants, attorneys and other professional advisors of each of the foregoing in connection with the Acquisition, (b) pursuant to the order of any court or administrative agency in any pending legal, judicial or administrative proceeding, or otherwise as required by applicable law or compulsory legal process or to the extent requested or required by governmental and/or regulatory authorities (in which case you agree, to the extent practicable and not prohibited by applicable law, to inform us promptly thereof), (c) in the case of this Amended Letter and the contents hereof (other than Sections 1, 2 and 6) as you may determine is reasonably advisable to comply with your obligations under securities and other applicable laws and regulations, (d) this Amended Letter (other than Sections 1, 2 and 6) may be disclosed on a confidential and need-to-know basis to the Target and the board of directors, officers, employees, accountants, attorneys and other advisors of any of the foregoing in connection with their consideration of the Acquisition, (e) you may disclose the existence of this Amended Letter (but not its contents) to any rating agency in connection with the Acquisition and (f) you may disclose the aggregate amount of the fees payable under this Amended Letter as part of generic disclosure regarding sources and uses (but without disclosing any specific fees, flex, or other economic terms set forth therein) in connection with any syndication of the Facilities or any proxy statement or other mandatory public filing in connection with the Acquisition. The Arrangers shall use all confidential information provided to them by or on behalf of you hereunder solely for the purpose of providing the services which are the subject of

this Amended Letter and otherwise in connection with the Acquisition and shall treat confidentially all such information; *provided, however*, that nothing herein shall prevent the Arrangers or the Initial Lenders from disclosing any such information (a) pursuant to the order of any court or administrative agency or in any pending legal or administrative proceeding, or otherwise as required by applicable law, regulation, or compulsory legal process (in which case the Arrangers agree to inform you promptly thereof prior to such disclosure to the extent not prohibited by law, rule or regulation), (b) upon the request or demand of any regulatory authority (including any self-regulatory authority) having jurisdiction over the Arrangers or any of their respective affiliates, (c) to the extent that such information becomes publicly available other than by reason of disclosure in violation of this Amended Letter by the Arrangers, (d) to the Arrangers' affiliates, employees, legal counsel, independent auditors and other experts or agents who need to know such information in connection with the Acquisition and are informed of the confidential nature of such information, *provided* that the Arrangers shall be responsible for such affiliates', employees', legal counsel's, independent auditors' and other experts' or agents' compliance with this paragraph to the extent any such person is not otherwise bound in writing by the terms of this paragraph (or language substantially similar to this paragraph), (e) for purposes of establishing a "due diligence" defense, (f) to the extent that such information is received by the Arrangers from a third party that is not to the Arrangers' knowledge subject to confidentiality obligations to you, (g) to the extent that such information is independently developed by the Arrangers, (h) to actual or prospective, direct or indirect counterparties (or their advisors) to any swap or derivative transaction relating to the Borrower, the Target or any of their respective subsidiaries or any of their respective obligations in connection with the Acquisition; *provided* that the disclosure of any such information to any actual or prospective, direct or indirect counterparty (or their advisors) to any such swap or derivative transaction shall be made subject to the acknowledgment and acceptance by such counterparty (and their advisors, as applicable) that such information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to you and each Arranger) in accordance with customary market standards for dissemination of such type of information, (i) to potential Lenders, participants or assignees who agree to be bound by the terms of this paragraph (or language substantially similar to this paragraph or as otherwise reasonably acceptable to you and each Arranger) or (j) to enforce their respective rights hereunder. The Arrangers' obligations under this paragraph shall expire on the date occurring two years after the Original Signing Date.

You acknowledge and agree that each Arranger and its affiliates may be providing financing or other services (including financial advisory services) to other companies whose interests may conflict with yours. Each Arranger agrees that it will not furnish confidential information obtained from you to any of their other customers and that they will treat confidential information relating you and your subsidiaries and affiliates with at least the same degree of care as such Arranger treats its own confidential information. You also acknowledge that neither any Arranger nor any of their respective affiliates has any obligation to use in connection with the Acquisition, or to furnish to you, confidential information obtained by such Arranger from other companies. Notwithstanding the foregoing, you acknowledge that, in connection with the Acquisition, the Arrangers may have shared, and that it may in the future share, non-public information concerning the Borrower and its subsidiaries with its respective affiliates. By your execution of this Amended Letter, you consent to such sharing.

You and acknowledge that each of Goldman Sachs International and WF Securities has been retained as a buy-side financial advisor (in such capacity, the "**Financial Advisors**") in connection with the Acquisition. You agree to any such retention, and you agree not to assert any claim you might allege based on any actual or potential conflicts of interest that might be asserted to arise or result from, on the one hand, the engagement of the Financial Advisors and, on the other hand, our relationship with you as described and referred to herein.

You acknowledge that affiliates of certain of the Arrangers are currently acting as lenders under the Existing Revolving Credit Agreement, and you and your affiliates' rights and obligations under any other agreement with each of the Arrangers (or affiliates of the Arrangers) (including the Existing Revolving Credit Agreement) that currently or hereafter may exist are, and shall be, separate and distinct from the rights and obligations of the parties pursuant to this Amended Letter, and none of such rights and obligations under such other agreements shall be affected by each of the Arrangers' (or affiliates of the Arrangers') performance or lack of performance of services hereunder, and none of the rights and obligations of the parties hereto hereunder shall be affected by your (or your affiliates') performance or lack of performance under such other agreements. You further acknowledge that each of the Arrangers (or affiliates of the Arrangers) may currently or in the future participate in other debt or equity transactions on behalf of or render financial advisory services to you or other companies that may be involved in a competing transaction. You hereby agree that each of the Arrangers (or affiliates of the Arrangers) may render its services under this Amended Letter notwithstanding any actual or potential conflict of interest presented by the foregoing, and you hereby waive any conflict of interest claims relating to the relationship between each of the Arrangers (or affiliates of the Arrangers) and you and your affiliates in connection with the engagement contemplated hereby, on the one hand, and the exercise by each of the Arrangers (or affiliates of the Arrangers) of any of their rights and duties under any credit or other agreement (including the Existing Revolving Credit Agreement), on the other hand. The terms of this paragraph shall survive the expiration or termination of this Amended Letter for any reason whatsoever.

You acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you, your subsidiaries and affiliates, on the one hand, and any Arranger, on the other hand, is intended to be or has been created in respect of any of the transactions contemplated by this Amended Letter, irrespective of whether any such Arranger has advised or is advising you on other matters, (b) the Arrangers, on the one hand, and you, your subsidiaries and affiliates, on the other hand, have an arm's-length business relationship that does not directly or indirectly give rise to, nor do you, your subsidiaries and affiliates, rely on, any fiduciary duty on the part of any Arranger, (c) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Amended Letter, (d) you have been advised that each Arranger is engaged in a broad range of transactions that may involve interests that differ from your interests and that no Arranger has any obligation to disclose such interests and transactions to you by virtue of any fiduciary, advisory or agency relationship, and (e) you, on behalf of yourself and your subsidiaries and affiliates waive, to the fullest extent permitted by law, any claims the you (or such subsidiaries and affiliates) may have against any Arranger for breach of fiduciary duty or alleged breach of fiduciary duty and agree that no Arranger shall have any liability (whether direct or indirect) to you or any of your subsidiaries or affiliates in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of you, your subsidiaries and affiliates, including their respective investors, employees or creditors. You acknowledge and agree that neither the Arrangers nor any of their affiliates have provided any tax, accounting, regulatory or legal advice and that you have obtained such independent advice from your own advisors to the extent you have deemed appropriate.

9. ***Survival of Obligations.*** The provisions of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 11 and 12 of this Amended Letter shall remain in full force and effect regardless of whether the Closing Date occurs, *provided* that the provisions of Sections 4, 5 and 6 shall not survive if the commitments and undertakings of the Initial Lenders and Arrangers under the Facilities are terminated prior to the Closing Date.

10. ***Assignments.*** Except in connection with the addition of the Additional Agents pursuant to Section 4, this Amended Letter may not be assigned by any party hereto without the prior written consent of each other party hereto (and any purported assignment without such consent will be null and void); *provided* that notwithstanding anything herein to the contrary, (i) assignments between Goldman

Sachs Bank USA, Goldman Sachs International Bank and Goldman Sachs Lending Partners LLC shall be permitted and (ii) assignments between Wells Fargo Bank, National Association, Wells Fargo Securities International Limited and Wells Fargo Securities, LLC shall be permitted. This Amended Letter is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto (and the Indemnified Parties). In connection with the syndication of the Facilities, the Lenders shall be comprised of banks, financial institutions and other institutional lenders that are (a) approved by you in writing as to the identity of the assignee and the amount of such assignment (such approval not be unreasonably withheld or delayed), or (b) lenders under the Existing Facilities or have otherwise been expressly identified by you to us in writing on or prior to the Original Signing Date (each, a “**Permitted Assignee**”); *provided* that the amount of any such assignment to a Permitted Assignee described in clause (b) above shall also be subject to the approval of the Borrower (such approval not be unreasonably withheld or delayed) (it being understood that Borrower shall be deemed to have approved the amount of any such assignment that does not exceed such Permitted Assignee’s invitation level as agreed by you and us prior to the Original Signing Date); *provided* that, for the avoidance of doubt, no such assignment shall relieve the Initial Lenders of any of their respective obligations hereunder until after the funding of the Facilities on the Closing Date.

11. **Governing Law.** This Amended Letter shall be governed by, and construed in accordance with, the laws of the State of New York.

12. **WAIVER OF JURY TRIAL; CONSENT TO JURISDICTION.**

(a) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AMENDED LETTER, THE ACQUISITION AND THE OTHER TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY OR THE ACTIONS OF THE ARRANGERS IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT HEREOF OR THEREOF.

(b) Each party hereto hereby irrevocably and unconditionally submits to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in the Borough of Manhattan in New York City in respect of any suit, action or proceeding arising out of or relating to the provisions of this Amended Letter, the Acquisition and the other transactions contemplated hereby and thereby and irrevocably agrees that all claims in respect of any such suit, action or proceeding may be heard and determined in any such court.

(c) The parties hereto agree that service of any process, summons, notice or document by registered mail addressed to you shall be effective service of process against you for any suit, action or proceeding relating to any such dispute. Each party hereto waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceedings brought in any such court, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. A final judgment in any such suit, action or proceeding brought in any such court may be enforced in any other courts to whose jurisdiction you are or may be subject by suit upon judgment.

13. **Miscellaneous.**

(a) This Amended Letter embodies the entire agreement and understanding among the parties hereto and your affiliates with respect to the Facilities and supersedes all prior agreements and understandings relating to the subject matter hereof. No party has been authorized by the Arrangers to make any oral or written statements that are inconsistent with this Amended Letter. This Amended Letter

may not be amended or any term or provision hereof or thereof waived or modified except by an instrument in writing signed by each of the parties hereto.

(b) Each Arranger hereby notifies you that, pursuant to the requirements of the USA Patriot Act, Title III of Pub. L. 107-56 (signed into law on October 26, 2001) (the “***Patriot Act***”) and the requirements of 31 C.F.R. §1010.230 (the “***Beneficial Ownership Regulation***”), it is required to obtain, verify and record information that identifies you and each Loan Party, which information includes names and addresses and other information that will allow such Arranger to identify you and each Loan Party, in accordance with the Patriot Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the Patriot Act and is effective as to the Arrangers and the Initial Lenders. You hereby acknowledged and agree that the Arrangers and the Initial Lenders shall be permitted to share any or all such information with the other Lenders.

(c) This Amended Letter may be executed in any number of counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Amended Letter by facsimile transmission or electronic transmission (in pdf format) will be effective as delivery of a manually executed counterpart hereof. This Amended Letter is the only agreement that has been entered into among the parties hereto with respect to the Facilities and set forth the entire understanding of the parties with respect thereto and supersedes any prior written or oral agreements among the parties hereto with respect to the Facilities, provided that you agree that JPMCB may perform its responsibilities hereunder through its affiliate J.P. Morgan Securities LLC .

(d) Assuming the Facilities close, you also acknowledge and agree to the disclosure by the Arrangers of information related to the Facilities to “Gold Sheets” and other similar trade publications, and to our publication of tombstones and similar advertising materials relating to the Facilities, solely at the expense of the Arrangers. The information disclosed shall consist of deal terms and other information customarily found in such publications, tombstones, and advertising materials.

[Signature Pages Follow]

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

Very truly yours,

GOLDMAN SACHS BANK USA

By: 

Name: **Robert Ehudin**

Title: **Authorized Signatory**

GOLDMAN SACHS LENDING PARTNERS LLC

By: 

Name: **Robert Ehudin**

Title: **Authorized Signatory**

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

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

WELLS FARGO SECURITIES, LLC

By: Todd B. Schanzlin
Name: Todd B. Schanzlin
Title: Managing Director

JPMORGAN CHASE BANK, N.A.

By: 

Name: Sabir A. Hashmy

Title: Managing Director

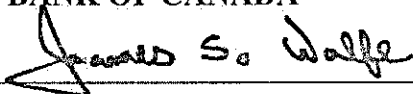
MORGAN STANLEY BANK, N.A.

By: 

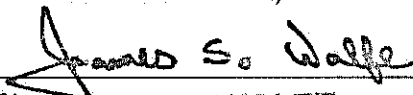
Name: Robbie Pearson

Title: Authorized Signatory

ROYAL BANK OF CANADA

By: 
Name: **JAMES S. WOLFE**
Title: **MANAGING DIRECTOR**
HEAD OF GLOBAL LEVERAGED FINANCE

RBC CAPITAL MARKETS, LLC

By: 
Name: **JAMES S. WOLFE**
Title: **MANAGING DIRECTOR**
HEAD OF GLOBAL LEVERAGED FINANCE

BARCLAYS BANK PLC


By: _____

A handwritten signature in black ink, appearing to read "Brad Aston", written over a horizontal line.


Name: Brad Aston

Title: Managing Director

BANK OF MONTREAL

By: 
Name: Tyler Craig
Title: Managing Director

BMO CAPITAL MARKETS CORP.

By: 
Name: Tyler Craig
Title: Managing Director

DEUTSCHE BANK AG NEW YORK BRANCH

By: Edwin E. Roland
Name: Edwin E. Roland
Title: Managing Director

By: Joseph Pandolfo
Name: Joseph Pandolfo
Title: Director

**DEUTSCHE BANK AG CAYMAN ISLANDS
BRANCH**

By: Edwin E. Roland
Name: Edwin E. Roland
Title: Managing Director

By: Joseph Pandolfo
Name: Joseph Pandolfo
Title: Director

DEUTSCHE BANK SECURITIES INC.

By: Edwin E. Roland
Name: Edwin E. Roland
Title: Managing Director

By: Joseph Pandolfo
Name: Joseph Pandolfo
Title: Director

UBS AG, STAMFORD BRANCH

By: 

Name: Luke Bartolone
Title: Executive Director

By: 

Name: Kevin T. Pluff
Title: Managing Director
Leveraged Capital Markets

UBS SECURITIES LLC

By: 

Name: Luke Bartolone
Title: Executive Director

By: 

Name: Kevin T. Pluff
Title: Managing Director
Leveraged Capital Markets

U.S. BANK NATIONAL ASSOCIATION

By: _____

Name: Neil Brisson

Title: Managing Director

U.S. BANCORP INVESTMENTS, INC.


By: _____

Name: Jeff Kane

Title: Managing Director

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

BERRY GLOBAL, INC.

By: 
Name: Jason K. Greene
Title: Executive Vice President