As filed with the Securities and Exchange Commission on September 25, 2024

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-4

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

BERRY GLOBAL GROUP, INC.

BERRY GLOBAL, INC.

(Exact name of registrant as specified in its charter)

Delaware	3089	35-1814673
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

101 Oakley Street
Evansville, Indiana 47710
(812) 424-2904

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Kevin Kwilinski
Chief Executive Officer
Berry Global Group, Inc.
101 Oakley Street
Evansville, Indiana 47710
(812) 424-2904

(Name, address, including zip code, and telephone number, including area code, of agent for service)

SEE TABLE OF ADDITIONAL REGISTRANT GUARANTORS

Copies of communications to:

Jason K. Greene
Executive Vice President,
Chief Legal Officer and Secretary
Berry Global Group, Inc.
101 Oakley Street
Evansville, Indiana 47710
(812) 424-2904

Eliot W. Robinson
Tyler F. Mark
Bryan Cave Leighton Paisner LLP
One Atlantic Center, Fourteenth Floor
1201 West Peachtree Street, NW
Atlanta, Georgia 30309-3488
(404) 572-6600

Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after this registration statement becomes effective.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒	Accelerated filer ☐	Non-accelerated filer ☐	Smaller reporting company ☐
			Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) ☐
Exchange Act Rule 14d-1(d) (Cross-Border Third Party Tender Offer) ☐

The registrants hereby amend this registration statement on such date or dates as may be necessary to delay its effective date until the registrants shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

Table of Additional Registrant Guarantors

Exact name of registrant as specified in its charter	State or other jurisdiction of formation	Primary Standard Industrial Classification Code No.	I.R.S. Employer Identification No.
AeroCon, LLC	Delaware	3089	35-1948748
AVINTIV Acquisition, LLC	Delaware	3089	27-4133195
AVINTIV Inc.	Delaware	3089	27-4132779
AVINTIV Specialty Materials, LLC	Delaware	3089	57-1003983
Berry Film Products Acquisition Company, Inc.	Delaware	3089	27-2981027
Berry Film Products Company, Inc.	Delaware	3089	11-2808683
Berry Global Films, LLC	Delaware	3089	35-2184293
Berry Plastics IK, LLC	Delaware	3089	42-1382173
Berry Plastics Acquisition Corporation V	Delaware	3089	36-4509933
Berry Plastics Acquisition LLC X	Delaware	3089	35-2184301
Berry Plastics Design, LLC	Delaware	3089	62-1689708
Berry Plastics Filmco, Inc.	Delaware	3081	34-1848686
Berry Plastics Opco, Inc.	Delaware	3089	30-0120989
Berry Plastics SP, Inc	Delaware	3089	52-1444795
Berry Plastics Technical Services, Inc.	Delaware	3089	57-1029638
Berry Specialty Tapes, LLC	Delaware	2673	35-2184302
Berry Tapes Holding Company, Inc.	Delaware	2672	99-4097803
BPRex Closure Systems, LLC	Delaware	3089	27-4588544
BPRex Closures Kentucky Inc.	Delaware	3089	56-2209554
BPRex Closures, LLC	Delaware	3089	27-4579074
BPRex Delta Inc	Delaware	3089	71-0725503
BPRex Healthcare Brookville Inc.	Delaware	3089	22-2784127
BPRex Healthcare Packaging Inc.	Delaware	3089	20-1555450
BPRex Plastic Packaging Inc.	Delaware	3089	34-1559354
BPRex Product Design and Engineering Inc.	Minnesota	3089	41-0751022
BPRex Specialty Products Puerto Rico Inc.	New Jersey	3089	66-0414062
Caplas LLC	Delaware	3089	20-3888603
Caplas Neptune, LLC	Delaware	3089	20-5557864
Captive Plastics, LLC	Delaware	3089	22-1890735
Cardinal Packaging, Inc.	Delaware	3089	34-1396561
Chicopee, LLC	Delaware	3089	57-1013629
Chocksett Road Limited Partnership	Massachusetts	3081	30-0556078
Chocksett Road Realty Trust	Massachusetts	3081	04-6646061
Consumer Packaging Int'l Holdings, LLC	Delaware	3089	99-0782980
Covalence Specialty Adhesives LLC	Delaware	2672	20-4104683
CPI Holding Corporation	Delaware	3089	34-1820303
Dominion Textile (USA), L.L.C.	Delaware	3089	13-2865428
Dumpling Rock, LLC	Massachusetts	3081	27-2763918
Estero Porch, LLC	Delaware	3081	27-4109579
Fabrene, L.L.C.	Delaware	3089	51-0319685
Fiberweb, LLC	Delaware	3089	57-0833773
F&S Export, Inc.	Delaware	3544	47-2168540

Exact name of registrant as specified in its charter	State or other jurisdiction of formation	Primary Standard Industrial Classification Code No.	I.R.S. Employer Identification No.
F&S Precision Holdings, Inc.	Delaware	3544	85-1852044
F&S Tool, Inc.	Pennsylvania	3544	25-1674239
Global Closure Systems America 1, Inc.	Delaware	3089	02-0759661
Grafco Industries Limited Partnership	Maryland	3089	52-1729327
Kerr Group, LLC	Delaware	3089	95-0898810
Knight Plastics, LLC	Delaware	3089	35-2056610
Laddawn, Inc	Massachusetts	3081	04-2590187
Lamb's Grove, LLC	Delaware	3081	20-1648837
Letica Corporation	Michigan	3089	38-1871243
Letica Resources, Inc.	Michigan	3089	38-2308379
M&H Plastics, LLC	Virginia	3089	06-1711463
Millham, LLC	Delaware	3081	51-0437775
Old Hickory Steamworks, LLC	Delaware	3089	27-1393212
Packerware, LLC	Delaware	3089	48-0759852
PGI Europe, LLC	Delaware	3089	56-2154891
PGI Polymer, LLC	Delaware	3089	57-0962088
Pliant International, LLC	Delaware	2673	87-0473075
Pliant, LLC	Delaware	2673	43-2107725
Poly-Seal, LLC	Delaware	3089	52-0892112
Providencia USA, Inc.	North Carolina	3089	26-3133752
Rollpak Corporation	Delaware	3089	35-1582626
RPC Bramlage, Inc.	Pennsylvania	3089	23-2879309
RPC Leopard Holdings, Inc.	Delaware	3089	35-2646493
RPC Packaging Holdings (US), Inc.	Delaware	3089	51-0408655
RPC Superfos US, Inc.	Delaware	3089	45-4818978
RPC Zeller Plastik Libertyville, Inc.	Delaware	3089	20-3452025
Saffron Acquisition, LLC	Delaware	3089	94-3293114
Setco, LLC	Delaware	3089	56-2374074
Sugden, LLC	Delaware	3081	26-2577829
Sun Coast Industries, LLC	Delaware	3089	59-1952968
Treasure Holdco, Inc.	Delaware	2621	99-0807091
Uniplast Holdings, LLC	Delaware	2673	13-3999589
Uniplast U.S., Inc.	Delaware	2673	04-3199066
Venture Packaging Midwest, Inc.	Delaware	3089	34-1809003
Venture Packaging, Inc.	Delaware	3089	51-0368479

All additional registrants have the following principal executive office:

c/o Berry Global Group, Inc.
101 Oakley Street,
Evansville, Indiana 47710

Subject to completion, dated September 25, 2024

PRELIMINARY PROSPECTUS

Berry Global, Inc.

a wholly owned subsidiary of Berry Global Group, Inc.

OFFER TO EXCHANGE ITS

5.650% First Priority Senior Secured Notes due 2034, and

5.800% First Priority Senior Secured Notes due 2031

that have been registered under the Securities Act of 1933, as amended (the "Securities Act"),

FOR AN EQUAL AMOUNT OF ITS OUTSTANDING

5.650% First Priority Senior Secured Notes due 2034, and

5.800% First Priority Senior Secured Notes due 2031

that were issued and sold in transactions exempt from registration under the Securities Act

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We are offering, upon the terms and subject to the conditions set forth in this prospectus and the accompanying letter of transmittal, to exchange an aggregate principal amount of up to $800,000,000 of our new 5.650% First Priority Senior Secured Notes due 2034 (the "5.650% Exchange Notes"), and an aggregate principal amount of up to $800,000,000 of our new 5.800% First Priority Senior Secured Notes due 2031 (the "5.800% Exchange Notes" and together with the 5.650% Exchange Notes, the "Exchange Notes"), for an equal amount of our outstanding unregistered 5.650% First Priority Senior Secured Notes due 2034 (the "5.650% Outstanding Notes") and unregistered 5.800% First Priority Senior Secured Notes due 2031 (the "5.800% Outstanding Notes" and together with the 5.650% Outstanding Notes, the "Outstanding Notes"), in a transaction registered under the Securities Act of 1933, as amended, which we refer to as the "Securities Act." We collectively refer to the Exchange Notes and the Outstanding Notes as the "Notes." We refer to the offers described in this prospectus to exchange the Exchanges Notes for the Outstanding Notes as the "exchange offers."

The issuer of the Notes is Berry Global, Inc., which we refer to as "BGI" or the "Issuer." BGI is a wholly owned subsidiary of Berry Global Group, Inc. Except as otherwise indicated, all references to "Berry," "the Company," "we," "our," "us," and similar terms in this prospectus refer to Berry Global Group, Inc. together with its subsidiaries through which it operates.

The Outstanding Notes are, and the Exchange Notes will be, fully and unconditionally guaranteed, jointly and severally, on a first priority senior secured basis, by each of BGI's existing and future direct or indirect subsidiaries that guarantees our senior secured credit facilities and our existing first and second priority senior secured notes, which we refer to as our existing first priority notes and our existing second priority notes, as applicable, and by Berry on an unsecured basis. The Outstanding Notes and the guarantees thereof are, and the Exchange Notes and the guarantees thereof will be, unsubordinated obligations of BGI and the guarantors, are equal in right of payment to all of BGI's and such guarantors' existing and future unsubordinated indebtedness and structurally subordinated to all the liabilities of BGI's subsidiaries that are

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

We will exchange all Outstanding Notes that are validly tendered and not withdrawn prior to the expiration of the exchange offer. The Exchange Notes are substantially identical to the Outstanding Notes, except that the Exchange Notes will be registered under the Securities Act and will not be subject to transfer restrictions or entitled to registration rights, and the additional interest provisions applicable to the outstanding notes in some circumstances relating to the timing of the exchange offers will not apply to the Exchange Notes.

The exchange offers will expire at 5:00 p.m., New York City time, on , 2024, unless we extend the offer. We will announce any extension by press release or other permitted means no later than 9:00 a.m. on the business day after the expiration of the exchange offers. Completion of the exchange offers is subject to certain customary conditions, which we may waive. The exchange offers are not conditioned upon any minimum principal amount of the Outstanding Notes being tendered for exchange.

The exchange of Outstanding Notes for Exchange Notes pursuant to the exchange offers should not constitute a taxable exchange for U.S. federal income tax purposes. See "Certain Material United States Federal Income Tax Considerations."

There is no existing market for the Exchange Notes, and we do not intend to apply for listing or quotation on any exchange or other securities market.

Each broker-dealer that receives Exchange Notes for its own account pursuant to the exchange offers must acknowledge that it will deliver a prospectus meeting the requirements of the Securities Act (or, to the extent permitted by law, make available a prospectus meeting the requirements of the Securities Act to purchasers) in connection with any resale of such Exchange Notes. The letter of transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of the Exchange Notes received in exchange for the Outstanding Notes where such Outstanding Notes were acquired by such broker-dealer as a result of market-making or other trading activities. We have agreed that, for a period of 90 days following the effective date of the registration statement of which this prospectus forms a part, we will make this prospectus available to any broker-dealer for use in connection with any such resale. See "Plan of Distribution."

For a discussion of factors you should consider in determining whether to tender your Outstanding Notes, see "Risk Factors" beginning on page 12 of this prospectus.

We are not asking you for a proxy, and you are requested not to send us a proxy.

Neither the Securities and Exchange Commission, which we refer to as the SEC, nor any state securities commission has approved or disapproved of these securities, or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2024.

We have not authorized anyone to give any information or to make any representations concerning this exchange offers except the information and representations that are in this prospectus, or referred to under "Where You Can Find More Information." If anyone gives or makes any other information or representation, you should not rely on it. This prospectus is not an offer to sell or a solicitation of an offer to buy securities in any circumstances in which the offer or solicitation is unlawful. You should not interpret the delivery of this prospectus, or any sale of securities, as an indication that there has been no change in our affairs since the date of this prospectus. You should also be aware that information in this prospectus may change after this date.

This prospectus incorporates by reference business and financial information about us that is not included in or delivered with this prospectus. See "Incorporation By Reference." This information is available without charge upon written or oral request directed to:

Berry Global Group, Inc.
101 Oakley Street
Evansville, Indiana 47710
Attention: Director of Investor Relations
(812) 424-2904

If you would like to request copies of these documents, please do so by , 2024 (which is five business days before the scheduled expiration of the exchange offer) for delivery prior to the expiration of the exchange offer.

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CAUTIONARY LANGUAGE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus and the documents incorporated by reference in this prospectus contain forward-looking statements that are based on current expectations, estimates, forecasts and projections about us, our future performance, our liquidity, our beliefs and management's assumptions. Such forward-looking statements include statements regarding expected financial results and other planned events, including, but not limited to, anticipated liquidity, EBITDA and capital expenditures. Words such as "anticipate," "assume," "believe," "estimate," "expect," "intend," "plan," "seek," "project," "target," "goal," "likely," "will," "would," "could," and variations of such words and similar expressions are intended to identify such forward-looking statements. These statements are not guarantees of future performance and involve certain risks, uncertainties and assumptions that are difficult to predict. The occurrence of the events described and the achievement of the expected results depend on many events, some or all of which are not predictable or within our control. Therefore, actual future events or results may differ materially from these statements.

The following is a list of factors, among others, that could cause actual results to differ materially from the forward-looking statements:

- risks associated with our substantial indebtedness and debt service;
- changes in prices and availability of resin and other raw materials and our ability to pass on changes in raw material prices to our customers on a timely basis;
- risks related to acquisitions or divestitures and integration of acquired businesses and their operations, and realization of anticipated cost savings and synergies;
- risks related to international business, including transactional and translational foreign currency exchange rate risk and the risks of compliance with applicable export controls, sanctions, anti-corruption laws and regulations;
- increases in the cost of compliance with laws and regulations, including environmental, safety and climate change laws and regulations;
- labor issues, including the potential labor shortages, shutdowns or strikes, or the failure to renew effective bargaining agreements;
- risks related to disruptions in the overall global economy, persistent inflation, supply chain disruptions, and the financial markets that may adversely impact our business;
- risks of catastrophic loss of one of our key manufacturing facilities, natural disasters, and other unplanned business interruptions;
- risks related to weather-related events and longer-term climate change patterns;
- risks related to the failure of, inadequacy of, or attacks on our information technology systems and infrastructure;
- risks that our restructuring programs may entail greater implementation costs or result in lower cost savings than anticipated;
- risks related to future write-offs of substantial goodwill;
- risks of competition, including foreign competition, in our existing and future markets;
- risks related to market conditions associated with our share repurchase program;
- risks related to market disruptions and increased market volatility; and
- the other factors discussed in the section of this prospectus titled "Risk Factors."

These forward-looking statements involve a number of risks and uncertainties that could cause actual results to differ materially from those suggested by the forward-looking statements. Forward-looking statements should, therefore, be considered in light of various factors, including those set forth in this prospectus under "Risk Factors" and elsewhere in this prospectus, and under "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in the

documents incorporated by reference into this prospectus. Moreover, we caution that the foregoing list of important factors may not contain all of the material factors that are important to you. Accordingly, readers should not place undue reliance on those statements. All forward-looking statements are based upon information available to us on the date hereof. All forward-looking statements are made only as of the date hereof and we do not undertake any obligation to update or publicly release any revisions to these forward-looking statements to reflect changes in underlying assumptions, new information, future events or other changes after the date of this prospectus or to reflect the occurrence of unanticipated events.

PROSPECTUS SUMMARY

The following summary contains information about our Company and the exchange offers and highlights information contained elsewhere in this prospectus, and is qualified in its entirety by the more detailed information and consolidated financial statements included elsewhere in this prospectus or incorporated by reference herein. This summary is not complete and may not contain all of the information that may be important to you. You should carefully read the entire prospectus, including the information incorporated by reference in this prospectus, the section entitled "Risk Factors" and our consolidated financial statements and notes to those statements incorporated by reference herein, before making an investment decision. See the sections of this prospectus entitled "Where You Can Find More Information" and "Incorporation by Reference". Unless otherwise indicated, the non-financial information presented herein is as of the date of this prospectus.

Our Company

Berry is a leading global supplier of a broad range of innovative rigid, flexible and non-woven. We sell our products predominantly into stable, consumer-oriented end markets, such as healthcare, personal care, and food and beverage.

Our customers consist of a diverse mix of global, national, regional and local specialty businesses. For the fiscal year ended September 30, 2023 ("fiscal 2023"), no single customer represented more than 5% of net sales and our top ten customers represented 15% of net sales. We believe our manufacturing processes, manufacturing footprint and our ability to leverage our scale to reduce costs positions us as a low-cost manufacturer relative to our competitors.

Additional financial information about Berry's business segments is provided in "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the "Notes to Consolidated Financial Statements" in Berry's Annual Report on Form 10-K for the fiscal year ended September 30, 2023, and Quarterly Reports on Form 10-Q for the fiscal quarters ended December 30 2023, March 30, 2024 and June 29, 2024, each of which is incorporated by reference herein.

Berry was incorporated in Delaware on November 18, 2005. BGI, a wholly owned subsidiary of Berry, was incorporated in Delaware on December 11, 1990. The principal executive offices of Berry and BGI are located at 101 Oakley Street, Evansville, Indiana 47710, and the telephone number is (812) 424-2904. Berry also maintains an Internet site at http://www.berryglobal.com . Our website and the information contained therein or connected thereto shall not be deemed to be incorporated into this prospectus (except for our SEC reports expressly incorporated by reference herein) and you should not rely on any such information in making your investment decision.

Our Businesses

Our business has been organized into four reporting segments: Consumer Packaging International, Consumer Packaging North America, Engineered Materials and Health, Hygiene & Specialties. The structure is designed to align us with our customers, provide optimal service, drive future growth, and to facilitate synergy realization.

Consumer Packaging International

The Consumer Packaging International segment is a manufacturer of rigid products that primarily services non-North American markets. Product groups within the segment include Closures and Dispensing Systems, Pharmaceutical Devices and Packaging, Bottles and Canisters, Containers, and Technical Components.

Consumer Packaging North America

The Consumer Packaging North America segment is a manufacturer of rigid products that primarily services North American markets. Product groups within the segment include Containers and Pails, Foodservice, Closures, Bottles and Prescription Vials, and Tubes.

Engineered Materials

The Engineered Materials segment is a manufacturer of flexible products that services primarily North American and European markets. Product groups within the segment include Stretch and Shrink Films, Converter Films, Institutional Can Liners, Food and Consumer Films, Retail Bags, and Agriculture Films.

Health, Hygiene & Specialties

The Health, Hygiene & Specialties segment is a manufacturer of non-woven and related products that services global markets. Product groups within the segment include Healthcare, Hygiene, Specialties, and Tapes.

Our Strengths

We believe our consistent financial performance is the direct result of the following competitive strengths:

Industry leader with significant scale and relevance in the supply chain. One of our key business strategies is to be a market leader in each of our product lines. Through quality manufacturing, innovation in product design, a focus on customer service and a skilled and dedicated workforce, we have achieved strong competitive positions in many major product lines.

Large, stable, blue-chip customer base. Our customers consist of a diverse mix of global, national, regional and local specialty businesses. In fiscal year 2023, no single customer represented more than 5% of Berry's net sales and our top ten customers represented 15% of net sales.

Track record of strong and stable cash flows. Our strong earnings, combined with our modest capital expenditure profile and limited working capital requirements, have historically resulted in the generation of significant cash flow. We have a consistent track record of generating strong cash flow as a percentage of net sales relative to our plastic packaging peers.

Manufacturing capabilities and low-cost operations drive profitability. We believe that our large, high volume equipment and flexible, cross-facility manufacturing capabilities result in lower unit-production costs than many of our competitors as we can leverage fixed costs, capacity utilization and longer production runs. We also expect to capitalize on our purchasing power to lower the cost of raw materials such as resin, a raw material where we believe we are one of the largest global buyers in the market.

Recent Developments

Proposed Spinoff of Global Nonwovens and Hygiene Films Business

On February 6, 2024, Berry entered into certain definitive agreements with Glatfelter Corporation ("Glatfelter") and certain of their respective subsidiaries that provide for a series of transactions including the spinoff of the global nonwovens and hygiene films business (the "HHNF Business") of Berry and subsequent merger of the HHNF Business with and into a subsidiary of Glatfelter (collectively, the "Spinoff Transaction"). The HHNF Business that Berry has agreed to spinoff generated net sales of $2,275 million for the fiscal year ended September 30, 2023, and had total assets of $3,027 million at September 30, 2023.

At the closing of the Spinoff Transaction, the subsidiary guarantors and the liens on collateral securing the Notes that are part of the HHNF Business will be released in accordance with the terms of the indenture governing the Notes.

The Spinoff Transaction is subject to certain customary closing conditions including, but not limited to, approval by Glatfelter shareholders and the effectiveness of applicable registration statements under the U.S. federal securities laws.

Risk Factors

You should consider carefully all of the information set forth in this prospectus and the documents incorporated by reference herein and, in particular, you should evaluate the specific factors set forth under "Risk Factors" in this prospectus for risks you should consider in connection with the exchange offer.

The Exchange Offers

In January 2024, BGI issued $800,000,000 in aggregate principal amount of 5.650% Outstanding Notes. In May 2024, BGI issued $800 million in aggregate principal amount of 5.800% Outstanding Notes. The Outstanding Notes, in each case, were issued to groups of initial purchasers in reliance on exemptions from, or in transactions not subject to, the registration requirements of the Securities Act and applicable securities laws. In connection with the sale of the Outstanding Notes to the initial purchasers, in each case we entered into a registration rights agreement pursuant to which we agreed, among other things, to file an exchange offer registration statement of which this prospectus is a part. The summary below describes the principal terms and conditions of the exchange offers. Some of the terms and conditions described below are subject to important limitations and exceptions. See "The Exchange Offers" for a more detailed description of the terms and conditions of the exchange offers and "Description of Exchange Notes" for a more detailed description of the terms of the Exchange Notes.

The Exchange Offers	We are offering to exchange up to $1,600,000,000 aggregate principal amount of newly issued and registered Exchange Notes, consisting of $800,000,000 of our 5.650% Exchange Notes and our 5.800% Exchange Notes, in each case, registered under the Securities Act, which we refer to collectively as the "Exchange Notes," for all of our outstanding unregistered 5.650% Outstanding Notes and 5.850% Outstanding Notes, which we refer to collectively as our "Outstanding Notes." For each Outstanding Note surrendered to us pursuant to the exchange offers, the holder of such Outstanding Note will receive an Exchange Note having a principal amount equal to that of the surrendered Outstanding Note. Holders may tender some or all of their Outstanding Notes pursuant to the exchange offers. However, Outstanding Notes may be tendered only in integral multiples of $1,000 in principal amount, subject to a minimum denomination of $2,000. The form and terms of the Exchange Notes will be substantially the same as the form and terms of the surrendered Outstanding Notes. The Exchange Notes will evidence the same indebtedness and will replace the Outstanding Notes tendered in exchange therefor, and will be issued pursuant to, and entitled to the benefits of, the indenture governing the Outstanding Notes. As of the date of this prospectus, the following aggregate principal amounts of our unregistered Outstanding Notes remains outstanding: $800,000,000 aggregate principal amount of the 5.650% Outstanding Notes and $800,000,000 aggregate principal amount of the 5.800% Outstanding Notes. The terms of the Exchange Notes are identical in all material respects to those of the Outstanding Notes, except the Exchange Notes will not be subject to transfer restrictions and holders of the Exchange Notes, with limited exceptions, will have no registration rights. Also, the Exchange Notes will not include provisions contained in the Outstanding Notes that required payment of additional interest in the event we failed to satisfy our registration obligations with respect to the Outstanding Notes. Outstanding Notes that are not tendered for exchange will continue to be subject to transfer restrictions and, with limited exceptions, will not have registration rights. Therefore, the market for secondary resales of Outstanding Notes that are not tendered for exchange is likely to be substantially limited. However, no market currently exists for the Exchange Notes and we can offer no assurance that such a market will develop.

	BGI will issue registered Exchange Notes promptly after the expiration of the exchange offers. The exchange offers are not subject to any federal or state regulatory requirements or approvals other than securities laws and blue sky laws.
Transferability of Exchange Notes	Based on interpretations by the staff of the SEC as detailed in a series of no-action letters issued to third parties, we believe that, as long as you are not a broker-dealer, the Exchange Notes offered in the exchange offers may be offered for resale, resold or otherwise transferred by you without compliance with the registration and prospectus delivery requirements of the Securities Act as long as: • you are acquiring the Exchange Notes in the ordinary course of your business; • you are not participating in, do not intend to participate in and have no arrangement or understanding with any person to participate in a "distribution" of the Exchange Notes; and • you are not an "affiliate" of ours within the meaning of Rule 405 of the Securities Act. If any of these conditions is not satisfied and you transfer any Exchange Notes issued to you in the exchange offers without delivering a proper prospectus or without qualifying for a registration exemption, you may incur liability under the Securities Act. Moreover, our belief that transfers of Exchange Notes would be permitted without registration or prospectus delivery under the conditions described above is based on SEC interpretations given to other, unrelated issuers in similar exchange offers. We cannot assure you that the SEC would make a similar interpretation with respect to our exchange offers. We will not be responsible for or indemnify you against any liability you may incur under the Securities Act. Each broker or dealer that receives Exchange Notes for its own account in the exchange offers for Outstanding Notes that were acquired as a result of market-making or other trading activities must acknowledge that it will comply with the prospectus delivery requirements of the Securities Act in connection with any offer to resell or other transfer of the Exchange Notes issued in the exchange offers. Furthermore, any broker-dealer that acquired any of its Outstanding Notes directly from us, in the absence of an exemption therefrom, • may not rely on the applicable interpretation of the staff of the SEC's position contained in Exxon Capital Holdings Corp., SEC no-action letter (April 13, 1988), Morgan, Stanley & Co. Inc., SEC no-action letter (July 5, 1991) and Shearman & Sterling, SEC no-action letter (July 2, 1993); and • must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the Exchange Notes. See "Plan of Distribution."

Expiration Date	The exchange offers will expire at 5:00 p.m., New York City time, on , 2024, unless we extend the expiration date. See "The Exchange Offers — Expiration Date; Extension; Amendment."
Withdrawal Rights	You may withdraw your tender at any time before the exchange offers expire. Any Outstanding Notes so withdrawn will be deemed not to have been validly tendered for purposes of the exchange offers. See "The Exchange Offers — Withdrawal Rights."
Interest	Each series of Exchange Notes will have the same interest payment dates as the corresponding series of Outstanding Notes for which they are being offered in exchange. With respect to each series of Exchange Notes, interest will accrue from the date of original issuance or, if interest has already been paid on the corresponding Outstanding Notes exchanged therefor, the date it was most recently paid on such Outstanding Notes. We will pay interest on the 5.650% Exchange Notes twice a year, on each January 15 and July 15. We will pay interest on the 5.800% Exchange Notes twice a year, on each June 15 and December 15. The Exchange Notes will bear interest from the most recent interest payment date on which interest has been paid on the Outstanding Notes, or, if no interest has been paid, from the applicable date of the issuance for each of the Outstanding Notes. If your Outstanding Notes are accepted for exchange, then you will receive interest on the Exchange Notes and not on the Outstanding Notes. Any Outstanding Notes not tendered will remain outstanding and continue to accrue interest according to their terms. Such interest will be computed on the basis of a 360-day year, comprised of twelve 30-day months.
Exchange Date; Issuance of Exchange Notes	The date of acceptance for exchange of the Outstanding Notes is the exchange date, which will be the first business day following the expiration date of the exchange offer. We will issue the Exchange Notes in exchange for the Outstanding Notes tendered and accepted in the exchange offers promptly following the exchange date. See "The Exchange Offers — Terms of the Exchange Offers; Acceptance of Tendered Notes."
Conditions to the Exchange Offer	The exchange offers are subject to customary conditions. We may assert or waive these conditions in our reasonable discretion. See "The Exchange Offers — Conditions to the Exchange Offers" for more information regarding conditions to the exchange offers.
Special Procedures for Beneficial Owners	If you beneficially own Outstanding Notes that are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender in the exchange offers, you should contact such registered holder promptly and instruct such person to tender on your behalf and comply with the instructions set forth in this prospectus and the letter of transmittal. See "The Exchange Offers — Procedures for Tendering Outstanding Notes."
Acceptance of Outstanding Notes and Delivery of Exchange Notes	Subject to the conditions stated in "The Exchange Offers — Conditions to the Exchange Offers," we will accept for

	exchange any and all Outstanding Notes which are properly tendered in the exchange offers before 5:00 p.m., New York City time, on the expiration date. The Exchange Notes will be delivered promptly after the expiration date. See "The Exchange Offers — Terms of the Exchange Offers; Acceptance of Tendered Notes."
Exchange Agent	U.S. Bank Trust Company, National Association is serving as exchange agent in connection with the exchange offer. The address, telephone number and facsimile number of the exchange agent is set forth under "The Exchange Offers — The Exchange Agent."
Material U.S. Federal Income Tax Considerations	Generally, a holder of Outstanding Notes will not recognize taxable gain or loss on the exchange of Outstanding Notes for Exchange Notes pursuant to the exchange offers. See "Certain Material United States Federal Income Tax Considerations."
Accounting Treatment	The Exchange Notes will be recorded at the same carrying value as the Outstanding Notes, as reflected in our accounting records on the date of exchange. Accordingly, we will recognize no gain or loss for accounting purposes upon the closing of the exchange offers. The expenses of the exchange offers will be expensed as incurred. See "The Exchange Offers — Accounting Treatment."
Use of Proceeds	We will not receive any proceeds from the exchange offers or the issuance of the Exchange Notes. See "Use of Proceeds."
Effect on Holders of Outstanding Notes	As a result of making this exchange offers, and upon acceptance for exchange of all validly tendered Outstanding Notes, we will have fulfilled our obligations under the registration rights agreement relating to the Outstanding Notes. Any Outstanding Notes that are not tendered in the exchange offer, or that are not accepted in the exchange, will remain subject to the restrictions on transfer. Since the Outstanding Notes have not been registered under the U.S. federal securities laws, you will not be able to offer or sell the Outstanding Notes except under an exemption from the requirements of the Securities Act or unless the Outstanding Notes are registered under the Securities Act. Upon the completion of the exchange offers, we will have no further obligations, except under limited circumstances, to provide for registration of the Outstanding Notes under the U.S. federal securities laws. See "The Exchange Offers — Effect of Not Tendering." Any trading market for the Outstanding Notes could be adversely affected if some but not all of the Outstanding Notes are tendered and accepted in the exchange offers.

Description of the Exchange Notes

The form and terms of these Exchange Notes are identical in all material respects to those of the Outstanding Notes except that:

- the Exchange Notes have been registered under the U.S. federal securities laws and will not bear any legend restricting their transfer;
- the Exchange Notes bear a different CUSIP number than the Outstanding Notes;
- the Exchange Notes will not be subject to transfer restrictions or entitled to registration rights; and
- the Exchange Notes will not be entitled to additional interest provisions applicable to the Outstanding Notes in some circumstances relating to the timing of the exchange offer. See "The Exchange Offers — Terms of the Exchange Offers; Acceptance of Tendered Notes."

The Exchange Notes will evidence the same debt as the Outstanding Notes and will be governed by the same indenture. A brief description of the material terms of the Exchange Notes follows. See "Description of Exchange Notes" for further information regarding the Exchange Notes.

Issuer	Berry Global, Inc.
Securities Offered	$800,000,000 of 5.650% Exchange Notes. $800,000,000 of 5.800% Exchange Notes.
Maturity Dates	The 5.650% Exchange Notes will mature on January 15, 2034. The 5.800% Exchange Notes will mature on June 15, 2031.
Interest	The 5.650% Exchange Notes will bear interest from January 17, 2024 at a rate of 5.650% per annum, payable semiannually, in cash in arrears, on January 15 and July 15 of each year, commencing July 15, 2024. The 5.800% Exchange Notes will bear interest from May 28, 2024 at a rate of 5.800% per annum, payable semiannually, in cash in arrears, on June 15 and December 15 of each year, commencing December 15, 2024.
Guarantees	The Exchange Notes will be fully and unconditionally guaranteed, jointly and severally, on a first priority senior secured basis, by each of BGI's existing and future direct or indirect subsidiaries that guarantees our senior secured credit facilities and our other existing first priority notes, and by Berry on an unsecured basis. Under certain circumstances, subsidiaries may be released from these guarantees without the consent of the holders of the Exchange Notes. See "Description of the Exchange Notes — Subsidiary Guarantees and Parent Guarantee."
Collateral	The Exchange Notes will be secured on a second priority basis by liens (subject to certain exceptions and permitted liens) on accounts receivable, inventory and certain related assets that secure BGI's revolving credit facility on a first priority basis and on a first priority basis by liens (subject to certain exceptions and permitted liens) on all of BGI's and the subsidiary guarantors' property and assets that secure BGI's senior secured term loan credit facility and our existing first priority secured notes, which exclude (i) any property or assets owned by any subsidiaries of BGI that are not subsidiary guarantors (including foreign subsidiaries and Qualified CFC Holding Companies (as defined in "Description of First Priority Notes — Certain Definitions")), (ii) any license, contract or

	agreement of BGI or any of the subsidiary guarantors, if and only for so long as the grant of a security interest under the security documents would result in a breach or default under, or abandonment, invalidation or unenforceability of, that license, contract or agreement, (iii) any equity interests or other securities of our subsidiaries to the extent that the pledge of such equity interests or other securities results in our being required to file separate financial statements of such subsidiary with the SEC, as further described in "Description of First Priority Notes — Security for the First Priority Notes", (iv) any vehicle covered by a certificate of title or ownership, (v) any deposit accounts, securities accounts or cash, (vi) any real property held by BGI or any of its subsidiaries under a lease and (vii) certain other limited exceptions described in the security documents. While the collateral securing BGI's senior secured credit facilities includes the equity interests of substantially all of our domestic subsidiaries and "first-tier" foreign subsidiaries and certain accounts and cash as described in BGI's revolving credit facility, the collateral securing the Exchange Notes will not include securities and other equity interests of our subsidiaries described in clause (iii) above or such accounts or cash. Berry will not pledge the stock of BGI as security for the Exchange Notes or grant any other liens on Berry's assets. The value of collateral securing the Exchange Notes at any time will depend on market and other economic conditions, including the availability of suitable buyers for the collateral. The liens on the collateral may be released without the consent of the holders of Exchange Notes if collateral is disposed of in a transaction that complies with the applicable indenture, security documents and intercreditor agreement or agreements. In the event of a liquidation of the collateral, the proceeds may not be sufficient to satisfy the obligations under the Exchange Notes and any other indebtedness secured on a senior or *pari passu* basis thereto. See "Risk Factors — Risks Related to the Exchange Notes — It may be difficult to realize the value of the collateral securing the notes." See "Description of the Exchange Notes — Security for the First Priority Notes" for a more complete description of the security granted to the holders of the Exchange Notes.
Intercreditor Agreements	The liens and rights of holders of the Exchange Notes to receive the proceeds of certain collateral, including accounts, inventory, certain cash and proceeds and products of the foregoing and certain assets related thereto, will be contractually second to the liens and rights of holders of all of BGI's and the guarantors' obligations under the revolving credit facility and holders of certain other obligations and will be equal to the liens and rights of holders of all of BGI's and the guarantors' obligations under our term loan facility, our existing first priority senior secured notes and holders of certain other obligations. The liens and rights of holders of the Notes to receive the proceeds of all other collateral securing the Notes, shall be contractually equal to the liens and rights of holders of all of our obligations under the term loan facility and the holders of certain other obligations and senior to the liens and rights of holders of all our obligations under the revolving credit facility. The liens and rights of holders of the Notes to receive proceeds of the collateral

	will be contractually senior to the liens and rights of holders of our existing second priority senior secured notes to receive proceeds of the collateral. The collateral agent for the trustee and the holders of the Notes, and the trustee in respect of the Notes, have become parties to intercreditor agreements among the trustees and the collateral agents under the indentures governing our existing second priority notes, the collateral agents under the indentures governing our existing first priority secured notes, and the collateral agents and the administrative agents under the senior secured credit facilities as to the relative priorities of their respective security interests in the assets securing BGI's and the guarantors' obligations under the Notes, our existing first priority senior secured notes, our existing second priority notes and BGI's senior secured credit facilities and certain other matters relating to the administration of security interests. The terms of such intercreditor agreements are summarized under "Description of the Exchange Notes — Security for the Exchange Notes" and "Description of the Exchange Notes — Intercreditor Agreement."
Optional Redemption	BGI may redeem some or all of the 5.650% Exchange Notes prior to October 15, 2033 (the date that is three months prior to the maturity date of the 5.650% Exchange Notes) at a price equal to 100% of the principal amount thereof plus accrued and unpaid interest, if any to, but not including, the date of redemption plus a "make-whole" premium. On or after October 15, 2033 (the date that is three months prior to the maturity date of the 5.650% Exchange Notes), BGI may redeem some or all of the 5.650% Exchange Notes at a price equal to 100% of the principal amount thereof plus accrued and unpaid interest, if any to, butnot including, the date of redemption. BGI may redeem some or all of the 5.800% Exchange Notes prior to April 15, 2031 (the date that is two months prior to the maturity date of the 5.800 Exchange Notes) at a price equal to 100% of the principal amount thereof plus accrued and unpaid interest, if any to, but not including, the date of redemption plus a "make-whole" premium. On or after April 15, 2031 (the date that is two months prior to the maturity date of the Exchange Notes), BGI may redeem some or all of the Exchange Notes at a price equal to 100% of the principal amount thereof plus accrued and unpaid interest, if any to, but not including, the date of redemption. See "Description of the Exchange Notes — Optional Redemption."
Change of Control Triggering Event	If a change of control triggering event occurs, each holder will have the right to require BGI to repurchase all or any part of such holder's Exchange Notes at a purchase price of 101% of the principal amount of such Exchange Notes, plus accrued and unpaid interest, if any, to, but not including, the date of purchase. See "Description of the Exchange Notes — Change of Control Triggering Event."
Ranking	The Exchange Notes and the subsidiary guarantees will constitute BGI's and the subsidiary guarantors' unsubordinated secured debt. Subject to the contractual arrangements described above under "Collateral" and "Intercreditor Agreements," they will rank:

	• equally in right of payment with all of BGI's and the subsidiary guarantors' existing and future unsubordinated debt; • senior in right of payment to all of BGI's and the subsidiary guarantors' existing and future subordinated debt; • equal in right of BGI's existing first priority notes; • effectively junior in right of payment to all existing and future indebtedness and other liabilities of any subsidiary that is not a guarantor of the Notes; • effectively junior to all of the obligations under BGI's revolving credit facility, to the extent of the ABL Priority Collateral (as defined in the "Description of Exchange Notes") and under the senior secured term loan credit facility, to the extent of the collateral securing such facility that does not secure the Notes; and • effectively senior to all of BGI's and the subsidiary guarantor's existing and future unsecured debt to the extent of the value of the collateral securing the Notes and effectively senior to debt secured by the collateral on a junior priority basis to the Notes (including our existing second priority senior secured notes) to the extent of the value of the collateral securing the Notes. For fiscal 2023, the guarantor and non-guarantor subsidiaries had net sales of $6,660 million and $6,004 million, respectively, and, as of the end of fiscal 2023, (x) held $7,972 million and $8,615 million, respectively, of total assets and (y) had $11,634 million and $1,737 million, respectively, of total liabilities. For the three quarterly periods ended June 29, 2024, the guarantor and non-guarantor subsidiaries had net sales of $4,815 million and $4,275 million, respectively, and, as of June 29, 2024, (x) held $7,388 million and $8,600 million, respectively, of total assets and (y) had $10,980 million and $1,637 million, respectively, of total liabilities. At June 29, 2024, after giving effect to the offering of Notes hereby, BGI and its subsidiaries would have had $7,905 million of first priority secured indebtedness outstanding (excluding $1,000 million of letters of credit and additional availability under our revolving credit facility) and $791 million of second priority secured indebtedness outstanding.
Restrictive Covenants	The indenture governing the Exchange Notes will contain covenants that limit the ability of BGI and certain of its subsidiaries' ability to: • create or incur certain liens; • incur debt or grant a subsidiary guarantee of debt incurred under our credit agreements or certain capital markets debt without also providing a guarantee of the Notes; and • transfer all or substantially all of BGI's assets or enter into merger or consolidation transactions. These covenants are subject to a number of important limitations and exceptions as described under "Description of the Exchange Notes — Certain Covenants."

	Berry will not be subject to any of the restrictive covenants contained in the indenture governing the Notes.
Absence of Public Market for the Notes	A liquid market for the Exchange Notes may not be available if you wish to sell your Exchange Notes. The Exchange Notes constitute new issues of securities for which there is no established trading market. An active trading market may not develop for the Exchange Notes or, if developed, may not continue. If an active public trading market for the Exchange Notes does not develop or ceases to exist, the market price and liquidity of the Exchange Notes may be adversely affected.
Listing	We do not intend to apply to list the Exchange Notes on any stock exchange. Consummation of the exchange offers is not conditioned on our making an application or obtaining such listing or admission to trading.
Denominations	Minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.
Trustee	The trustee for the Exchange Notes will be U.S. Bank Trust Company, National Association.
Governing Law	The Exchange Notes, the Security Documents (as defined under "Description of Exchange Notes"), the indenture governing the Exchange Notes and the guarantees will be governed by the laws of the State of New York.
Risk Factors	You should consider carefully all of the information set forth in this prospectus and the documents incorporated by reference herein and, in particular, you should evaluate the specific factors set forth under "Risk Factors" in this prospectus for risks you should consider in connection with the exchange offers.

RISK FACTORS

You should carefully consider the risk factors described below as well as the risk factors described in Berry's Annual Report on Form 10-K for the fiscal year ended September 30, 2023 and any risk factors set forth in the documents that are incorporated in this prospectus. Before making an investment decision, you should carefully consider these risks as well as other information we include or incorporate by reference in this prospectus, including our financial statements and the related notes. Any of these risks could materially and adversely affect our business, financial condition, results of operations or cash flows. The risk and uncertainties we face are not limited to those described in these documents. Additional risks and uncertainties that we are unaware of or that we believe are less significant than those set forth in the risk factors described in these documents at the time of the applicable document could also materially adversely affect our business, financial condition, results of operations or cash flows and/or the value of your investment. In any case, the value of our securities could decline, and you could lose all or part of your investment. See also the information contained under the heading "Cautionary Language Regarding Forward-Looking Statements."

Risks Relating to the Exchange Offer

If you fail to exchange your Outstanding Notes, they will continue to be restricted securities and may become less liquid.

Outstanding Notes that you do not tender or that we do not accept will, following the exchange offers, continue to be restricted securities, and you may not offer to sell them except under an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. We will issue the Exchange Notes in exchange for the Outstanding Notes in the exchange offers only following the satisfaction of the procedures and conditions set forth in "The Exchange Offers — Procedures for Tendering Outstanding Notes." Such procedures and conditions include timely receipt by the exchange agent of such Outstanding Notes and of a properly completed and duly executed letter of transmittal. Because we anticipate that most holders of the Outstanding Notes will elect to exchange their Outstanding Notes, we expect that the liquidity of the market for the Outstanding Notes remaining after the completion of the exchange offers will be substantially limited. Any Outstanding Notes tendered and exchanged in the exchange offers will reduce the aggregate principal amount at maturity of the Outstanding Notes and increase by a corresponding amount the aggregate principal amount at maturity of the Exchange Notes. Consequently, you may find it difficult to sell any Outstanding Notes you continue to hold or to sell such Outstanding Notes at the price you desire because there will be fewer Outstanding Notes outstanding. Further, following the exchange offers, if you did not tender your Outstanding Notes, you generally will not have any further registration rights, and such Outstanding Notes will continue to be subject to certain transfer restrictions.

Broker-dealers may become subject to the registration and prospectus delivery requirements of the Securities Act and any profit on the resale of the Exchange Notes may be deemed to be underwriting compensation under the Securities Act.

Any broker-dealer that acquires Exchange Notes in the exchange offers for its own account in exchange for Outstanding Notes which it acquired through market-making or other trading activities must acknowledge that it will comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction by that broker-dealer. Any profit on the resale of the Exchange Notes and any commission or concessions received by a broker-dealer may be deemed to be underwriting compensation under the Securities Act.

You may not receive the Exchange Notes in the exchange offers if the exchange offer procedures are not properly followed.

We will issue the Exchange Notes in exchange for your Outstanding Notes only if you properly tender the Outstanding Notes before expiration of the exchange offers. Therefore, you should allow sufficient time to ensure timely delivery of your Outstanding Notes, and you should carefully follow the instructions on how to tender your Outstanding Notes Neither we nor the exchange agent are under any duty to give notification of defects or irregularities with respect to the tenders of the Outstanding Notes for exchange. If you are the beneficial holder of Outstanding Notes that are held through your broker, dealer, commercial

bank, trust company or other nominee, and you wish to tender such notes in the exchange offer, you should promptly contact the person through whom your Outstanding Notes are held and instruct that person to tender on your behalf.

The consummation of the exchange offers may not occur.

We are not obligated to complete the exchange offers under certain circumstances. See "The Exchange Offers — Conditions to the Exchange Offers." Even if the exchange offers are completed, it may not be completed on the schedule described in this prospectus. Accordingly, holders participating in the exchange offers may have to wait longer than expected to receive their Exchange Notes.

Risks Related to the Exchange Notes

Our substantial indebtedness could affect our ability to meet our obligations under the Exchange Notes and may otherwise restrict our activities.

We have a significant amount of indebtedness. See "Capitalization." We are permitted by the terms of the Exchange Notes and our other debt instruments to incur substantial additional indebtedness, subject to the restrictions therein, which in the case of the Exchange Notes is limited to secured indebtedness. Our inability to generate sufficient cash flow to satisfy our debt obligations, or to refinance our obligations on commercially reasonable terms, would have a material adverse effect on our business, financial condition and results of operations.

Our substantial indebtedness could have important consequences. For example, it could:

- make it more difficult for us to satisfy our obligations under our indebtedness, including the Exchange Notes;
- limit our ability to borrow money for our working capital, capital expenditures, debt service requirements or other corporate purposes;
- require us to dedicate a substantial portion of our cash flow to payments on our indebtedness, which would reduce the amount of cash flow available to fund working capital, capital expenditures, product development and other corporate requirements;
- increase our vulnerability to general adverse economic and industry conditions; and
- limit our ability to respond to business opportunities, including growing our business through acquisitions.

The indenture governing the Exchange Notes will contain restrictive covenants, which will impose operating and financial restrictions on BGI and certain of its subsidiaries (and in the case of debt of Berry, Berry), including restrictions on Berry's, BGI's and such subsidiaries' ability to, among other things:

- create or incur certain liens;
- incur debt or grant a subsidiary guarantee of debt incurred under our credit agreements or certain capital markets debt without also providing a guarantee of the Exchange Notes; and
- transfer all or substantially all of BGI's assets or enter into merger or consolidation transactions.

In addition, the credit agreements and indentures governing our current indebtedness contain, and any future debt instruments may contain, financial and other restrictive covenants, which will impose operating and financial restrictions on BGI and certain of its subsidiaries (and in the case of debt of Berry, Berry), including restrictions on Berry's, BGI's and such subsidiaries' ability to, among other things:

- incur or guarantee additional debt;
- pay dividends and make other restricted payments;
- create or incur certain liens;
- make certain investments;

- engage in sales of assets and subsidiary stock;
- enter into transactions with affiliates;
- transfer all or substantially all of its or their respective assets or enter into merger or consolidation transactions;
- incur debt or grant a subsidiary guarantee of debt incurred under our credit agreements or certain other debt without also providing a guarantee of such existing indebtedness; and
- make capital expenditures.

As a result of these covenants, we will be limited in the manner in which we conduct our business, and we may be unable to engage in favorable business activities or finance future operations or capital needs.

Furthermore, a failure to comply with these covenants could result in an event of default, which, if not cured or waived, could have a material adverse effect on our business, financial condition, and results of operations. In the event of any default under BGI's senior secured credit facilities or the indenture governing the Exchange Notes, BGI's existing first priority senior secured notes or BGI's existing second priority senior secured notes, the lenders under BGI's senior secured credit facilities:

- will not be required to lend any additional amounts to us;
- could elect to declare all borrowings outstanding, together with accrued and unpaid interest and fees, to be due and payable;
- may have the ability to require us to apply all of our available cash to repay these borrowings; or
- may prevent us from making debt service payments under our other agreements, including the indenture governing the Exchange Notes, any of which could result in an event of default under the Exchange Notes.

In addition, in the event of any default under Berry's term loan credit agreement that is not cured or waived, the lenders thereunder could elect to declare all borrowings thereunder outstanding, together with accrued and unpaid interest and fees, to be due and payable.

If the indebtedness under BGI's senior secured credit facilities or our other indebtedness, including the Exchange Notes, were to be accelerated, there can be no assurance that our assets would be sufficient to repay such indebtedness in full. See "Description of Other Indebtedness" and "Description of First Priority Notes."

There are limited restrictive covenants in the indenture governing the Notes and the restrictive covenants in the indenture governing the Notes are subject to a number of important qualifications and exceptions. Among other things, despite our substantial indebtedness, we and our subsidiaries may still be able to incur significantly more debt. This could intensify the risks described above.

The terms of the indenture governing the Exchange Notes do not contain restrictions on our and our subsidiaries' ability to incur additional indebtedness, unless such indebetedness is secured by liens. The terms of the indenture governing the Exchange Notes and our existing first priority senior secured notes and existing second priority senior secured notes, and the terms of our senior secured credit facilities, contain restrictions on our and our subsidiaries' ability to incur additional senior secured indebtedness that will be effectively senior to our existing second priority senior secured notes to the extent of the assets securing such indebtedness, or senior secured indebtedness that will be pari passu with the Exchange Notes and the existing first priority senior secured notes, subject to the terms of the applicable intercreditor agreements and senior secured debt under our revolving credit facility that will be effectively senior to the Exchange Notes with respect to certain collateral, in each case subject to the terms of the applicable intercreditor agreements. However, these restrictions are subject to a number of important qualifications and exceptions, and the indebtedness incurred in compliance with these restrictions could be substantial. In addition, Berry will not be subject to any of the restrictive covenants in the indenture governing the Exchange Notes, including as they may relate to indebtedness. Accordingly, we or our subsidiaries could incur significant additional indebtedness in the future, much of which could constitute secured or senior indebtedness. In addition to

the Exchange Notes, the existing first priority senior secured notes, the existing second priority senior secured notes and our borrowings under our senior secured credit facilities, the covenants under any other existing or future debt instruments could allow us to borrow a significant amount of additional indebtedness. The more leveraged we become, the more we, and in turn our security holders, become exposed to the risks described above under "— Our substantial indebtedness could affect our ability to meet our obligations under the Exchange Notes and may otherwise restrict our activities."

In addition, there are limited other restrictive covenants in the indenture governing the Exchange Notes. Among other things, there are no restrictions on BGI's ability to pay dividends and make other restricted payments, make investments, engage in sales of assets and subsidiary stock (other than all or substantially all of its assets) or enter into transactions with affiliates.

We may not be able to generate sufficient cash to service all of our indebtedness, including the Exchange Notes, and may be forced to take other actions to satisfy our obligations under our indebtedness that may not be successful.

Our ability to pay principal and interest on the Exchange Notes and to satisfy our other debt obligations will depend upon, among other things:

- our future financial and operating performance, which will be affected by prevailing economic conditions and financial, business, regulatory and other factors, many of which are beyond our control; and
- the future availability of borrowings under BGI's senior secured credit facilities, which depends on, among other things, our complying with the covenants in BGI's senior secured credit facilities.

We cannot assure you that our business will generate sufficient cash flow from operations, or that future borrowings will be available under BGI's senior secured credit facilities or otherwise, in an amount sufficient to fund our liquidity needs, including the payment of principal and interest on the Exchange Notes. See "Cautionary Language Regarding Forward-Looking Statements" included in this prospectus and "Management's Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources" included in our Annual Report on Form 10-K for the fiscal year ended September 30, 2023, and our Quarterly Report on Form 10-Q for the fiscal quarter June 29, 2024, each of which is incorporated by reference herein.

If our cash flows and capital resources are insufficient to service our indebtedness, we may be forced to reduce or delay capital expenditures, sell assets, seek additional capital or restructure or refinance our indebtedness, including the Exchange Notes. These alternative measures may not be successful and may not permit us to meet our scheduled debt service obligations. Our ability to restructure or refinance our debt will depend on the condition of the capital markets and our financial condition at such time. Any refinancing of our debt could be at higher interest rates and may require us to comply with more onerous covenants, which could further restrict our business operations. In addition, the terms of existing or future debt agreements, including BGI's senior secured credit facilities and the indenture governing the Exchange Notes, the existing first priority senior secured notes and the existing second priority senior secured notes, may restrict us from adopting some of these alternatives. In the absence of such operating results and resources, we could face substantial liquidity problems and might be required to dispose of material assets or operations to meet our debt service and other obligations. We may not be able to consummate those dispositions for fair market value or at all. Furthermore, any proceeds that we could realize from any such dispositions may not be adequate to meet our debt service obligations then due.

Repayment of BGI's debt, including the Exchange Notes, is dependent on cash flow generated by BGI's subsidiaries.

BGI's subsidiaries own a significant portion of our assets and conduct a significant portion of our operations. Accordingly, repayment of BGI's indebtedness, including the Exchange Notes, is dependent, to a significant extent, on the generation of cash flow by BGI's subsidiaries and (if they are not guarantors of the Exchange Notes) their ability to make such cash available to BGI, by dividend, debt repayment or otherwise. Unless they are guarantors of the Exchange Notes, BGI's subsidiaries do not have any obligation to pay amounts due on the Exchange Notes or to make funds available for that purpose. BGI's subsidiaries may not

be able to, or may not be permitted to, make distributions to enable BGI to make payments in respect of BGI's indebtedness, including the Exchange Notes.

Each subsidiary is a distinct legal entity and, under certain circumstances, legal and contractual restrictions may limit BGI's ability to obtain cash from its subsidiaries. While the indenture governing the Exchange Notes will limit the ability of BGI's subsidiaries to incur consensual restrictions on their ability to pay dividends or make other intercompany payments to BGI, these limitations will be subject to certain qualifications and exceptions. In the event that BGI does not receive distributions from its non-guarantor subsidiaries, BGI may be unable to make required principal and interest payments on its indebtedness, including the Exchange Notes.

The collateral securing the Exchange Notes is subject to control by other creditors with senior priority liens, and subject to the terms of the intercreditor agreements. If there is a default, the value of the collateral may not be sufficient to repay both the holders of the Exchange Notes and the other senior priority creditors.

The Exchange Notes will be secured on a second priority basis (subject to certain exceptions and permitted liens) on the ABL Priority Collateral (as defined below) that secures BGI's revolving credit facility on a first priority basis and on a senior priority basis by substantially all of the other assets of BGI and its restricted subsidiaries that secures BGI's senior secured term loan credit facility and existing first priority senior secured notes on a first priority basis (in each case subject to certain exceptions described herein). Under the terms of the indenture governing the Exchange Notes, we are permitted in the future to incur additional indebtedness and other obligations that may share in the senior priority liens on the collateral securing the Exchange Notes and, in certain circumstances, in the senior priority liens on the collateral securing BGI's senior secured credit facilities, and under certain circumstances we will be permitted to contribute cash or other assets held by BGI or its restricted subsidiaries to unrestricted subsidiaries. At June 29, 2024, after giving effect to the offering of Notes hereby, BGI and its subsidiaries would have had $7,905 million of first priority secured indebtedness outstanding (excluding $1,000 million of letters of credit and additional availability under our revolving credit facility).

Under the terms of the senior lender intercreditor agreement, the holders of debt under our revolving credit facility will be entitled to receive proceeds from the realization of certain collateral (including accounts, inventory, certain cash and proceeds and products of the foregoing and certain assets related thereto) (the "ABL Priority Collateral") to repay their obligations in full before the holders of the Exchange Notes and holders of debt under our term loan credit facility, existing first priority senior secured notes and existing second priority senior secured notes will be entitled to any recovery from the ABL Priority Collateral. Under the terms of the senior lender intercreditor agreement, at any time that obligations under our revolving credit facility and certain other obligations are outstanding, any actions that may be taken in respect of the ABL Priority Collateral, including commencement of enforcement proceedings against the ABL Priority Collateral and to control the conduct of such proceedings, will be at the direction of the holders of the obligations under the revolving credit facility and neither the trustee nor the collateral agent, on behalf of the holders of the Exchange Notes, will have the ability to control or direct such actions, even if the rights of the holders of the Exchange Notes are adversely affected, subject to certain exceptions. See "Description of First Priority Notes — Security for the First Priority Notes." In addition, because the holders of the obligations under the revolving credit facility and certain other obligations control the Disposition of the ABL Priority Collateral, such holders could decide not to proceed against such collateral, regardless of whether there is a default under the documents governing such indebtedness or under the indenture governing the Exchange Notes. In such event, the only remedy available to the holders of the Exchange Notes would be to sue for payment on the Notes and the related subsidiary guarantees. We cannot assure you that, in the event of a foreclosure, the proceeds from the sale of all collateral would be sufficient to satisfy the amounts outstanding under the Exchange Notes, the term loan facility and any other pari passu lien obligations after the application of the proceeds of the ABL Priority Collateral to the revolving credit facility obligations. The holders of the Exchange Notes, our existing first priority senior secured notes and holders of debt under our term loan credit facility will under the terms of the senior lender intercreditor agreement also waive certain rights with respect to the ABL Priority Collateral normally accruing to secured creditors in a bankruptcy. Under the indenture governing the Exchange Notes, we could also incur additional indebtedness secured by senior priority liens so long as such senior priority liens are securing indebtedness permitted to be incurred by the covenants described under "Description of First Priority Notes" and certain

other conditions are met. Our ability to designate future debt as senior priority secured debt and our ability to enable the holders thereof to share in the collateral on a pari passu basis with holders of the Exchange Notes and our senior secured credit facilities may have the effect of diluting the ratio of the value of such collateral to the aggregate amount of the obligations secured by the collateral.

BGI's senior secured credit facilities have the benefit of a pledge of the stock of BGI, which the Exchange Notes will not have, and the existing first priority senior secured notes and existing second priority senior secured notes do not have. In addition, BGI's and the guarantor subsidiaries' obligations under BGI's senior secured credit facilities are secured by pledges of stock of subsidiaries of BGI (with certain exceptions) and, to the extent described in BGI's revolving credit facility, certain accounts and cash, while BGI's and the guarantor subsidiaries' obligations under the existing first priority senior secured notes and the existing second priority senior secured notes are not, and BGI's and the guarantor subsidiaries' obligations under the Exchange Notes will not be, secured by some of such stock, accounts and cash. The proceeds of such assets, if any, may not be available to repay the Exchange Notes.

Finally, Berry will not be subject to any of the restrictive covenants in the indenture governing the Exchange Notes, including as they may relate to indebtedness or asset sales.

The lien-ranking and related provisions set forth in the senior fixed collateral priority and intercreditor agreement will substantially limit the rights of the holders of the Exchange Notes with respect to the collateral securing the Notes.

The rights of the holders of the Exchange Notes with respect to the collateral securing the Exchange Notes will be substantially limited pursuant to the terms of the lien-ranking and other provisions set forth in the senior fixed collateral priority and intercreditor agreement. Under those provisions, at any time that obligations that have the benefit of the first priority liens on the non-ABL Priority Collateral are outstanding, the ability to cause the commencement of enforcement proceedings against the collateral and to control the conduct of such proceedings, will be at the direction of the holders of the series of such obligations with the largest outstanding principal amount of all such obligations, which on the issue date will be the obligations under BGI's senior secured term loan credit facility. The trustee and collateral agent, on behalf of the holders of the Exchange Notes, will not have the ability to control or direct such actions, even if the rights of the holders of the Exchange Notes are adversely affected. In connection with such enforcement proceedings the collateral will be released from the lien securing the Exchange Notes. Pursuant to the senior fixed collateral priority and intercreditor agreement, the holders of the Exchange Notes will also waive certain rights normally accruing to secured creditors in a bankruptcy. See "Description of First Priority Notes — Security for the First Priority Notes."

It may be difficult to realize the value of the collateral securing the Exchange Notes.

The collateral securing the Exchange Notes will be subject to any and all exceptions, defects, encumbrances, liens and other imperfections as may be accepted by the holders of first priority liens on the collateral securing the Exchange Notes from time to time, whether on or after the date the Exchange Notes are issued. The initial purchasers have neither analyzed the effect of, nor participated in any negotiations relating to such exceptions, defects, encumbrances, liens and other imperfections. The existence of any such exceptions, defects, encumbrances, liens and other imperfections could adversely affect the value of the collateral securing the Exchange Notes, as well as the ability of the collateral agent, to realize or foreclose on such collateral.

The collateral securing the Exchange Notes does not include all of BGI's or the subsidiary guarantors' assets. In particular, the collateral does not include (i) any property or assets owned by subsidiaries of the Issuer that are not subsidiary guarantors, (ii) any license, contract or agreement, if and only for so long as the grant of a security interest under the security documents relating to the Exchange Notes would result in a breach or default under, or abandonment, invalidation or unenforceability of, such license, contract or agreement, (iii) any equity securities or other equity interests of any of BGI's subsidiaries (with respect to the Exchange Notes, to the extent that the pledge thereof results in the requirement to file separate financial statements of such subsidiaries with the SEC), (iv) any vehicle covered by a certificate of title or ownership, (v) any deposit accounts, securities accounts or cash and (vi) certain other exceptions described in such security documents. Berry will not pledge the stock of BGI as security for the Exchange Notes or grant any other

liens on Berry's assets. No appraisals of any collateral have been prepared in connection with this offering. The value of the collateral at any time will depend on market and other economic conditions, including the availability of suitable buyers. By their nature, some or all of the pledged assets may be illiquid and may have no readily ascertainable market value. We cannot assure you that the fair market value of the collateral as of the date of this prospectus exceeds the principal amount of the debt secured thereby. The value of the assets pledged as collateral for the Exchange Notes could be impaired in the future as a result of changing economic conditions, our failure to implement our business strategy, competition and other future trends. In the event that a bankruptcy case is commenced by or against us or any guarantor, if the value of the collateral is less than the amount of principal and accrued and unpaid interest on the Exchange Notes (after taking into account the obligations with a senior priority lien or an equal priority lien on the collateral or any portion thereof), interest, fees and expenses may cease to accrue on the Exchange Notes from and after the date the bankruptcy petition is filed. See "— The value of the collateral securing the Exchange Notes may not be sufficient to secure post- petition interest, fees or expenses."

The security interest of the collateral agent for the Exchange Notes will be subject to practical problems generally associated with the realization of security interests in collateral. For example, the collateral agent may need to obtain the consent of a third party to obtain or enforce a security interest in a contract. We cannot assure you that the collateral agent will be able to obtain any such consent. We also cannot assure you that the consents of any third parties will be given when required to facilitate a foreclosure on such assets. Accordingly, the collateral agent may not have the ability to foreclose upon those assets and the value of the collateral may significantly decrease.

Furthermore, in the event the bankruptcy court determines that the value of the collateral is not sufficient to repay all amounts due on the Exchange Notes and the other senior priority lien secured obligations (including the obligations under the term loan facility and any other pari passu lien obligations) after application of proceeds of the ABL Priority Collateral to the obligations under the BGI's revolving credit facility, the holders of the Exchange Notes would have "undersecured claims" as to the difference. Federal bankruptcy laws do not permit the payment or accrual of interest, fees, and expenses to creditors holding "undersecured claims" during the debtor's bankruptcy case, nor would the undersecured portion of the holders' respective claims be entitled to "adequate protection." See "— The value of the collateral securing the Exchange Notes may not be sufficient to secure post-petition interest, fees or expenses."

Your rights in the collateral may be adversely affected by the failure to perfect security interests in collateral.

Applicable law provides that a security interest in certain tangible and intangible assets can only be properly perfected and its priority retained through certain actions undertaken by the secured party. The liens in the collateral securing the Exchange Notes may not be perfected with respect to the claims of such Exchange Notes if the collateral agent for the Exchange Notes is not able to take the actions necessary to perfect any of these liens on or prior to the date of the indenture governing the Exchange Notes. In addition, applicable law provides that certain property and rights acquired after the grant of a general security interest, such as real property, equipment subject to a certificate of title and certain proceeds, can only be perfected at the time such property and rights are acquired and identified. BGI and the guarantors have limited obligations to perfect the noteholders' security interest in specified collateral. There can be no assurance that the collateral agent for the Exchange Notes will monitor, or that we will inform the trustee of, the future acquisition of property and rights that constitute collateral, and that the necessary action will be taken to properly perfect the security interest in such after- acquired collateral. The collateral agents for the Exchange Notes will have no obligation to monitor the acquisition of additional property or rights that constitute collateral or the perfection of any security interest. Such failure may result in the loss of the security interest in the collateral or the priority of the security interest in favor of the collateral agent for the Exchange Notes against third parties. In addition, as described further herein, even if the liens on collateral acquired in the future are properly perfected, such liens may potentially be avoidable as a preference in any bankruptcy or insolvency proceeding under certain circumstances. See "— Any future pledge of collateral or future guarantee might be avoidable in bankruptcy." The documentation related to the Exchange Notes will provide that BGI and the subsidiary guarantors are obligated to use commercially reasonable efforts to deliver mortgages or mortgage amendments, as applicable, with respect to real property owned by BGI and the subsidiary guarantors with a fair market value in excess of $10 million, including title insurance policies, or title insurance date downs, as applicable, surveys and other related documentation, to

the collateral agent within 120 days after the Issue Date in order to provide the collateral agent (for the benefit of holders of the Exchange Notes) a perfected lien on such real property that secures BGI's senior term secured credit facility. Such real property is subject to mortgages in favor of the lenders under our senior term secured credit facility and holders of our existing first priority senior secured notes and existing second priority senior secured notes. Until such time as such mortgages, amendments to mortgages and related documentation are delivered, if at all, such real estate and the proceeds thereof will not constitute collateral securing the Exchange Notes. In addition, until such time as such title insurance policies or title date- down endorsements, as applicable, are delivered, the holders of the Exchange Notes will not have the benefit of title insurance to the effect that the entity identified as the mortgagor of each mortgaged property which is required to be mortgaged holds valid fee title to such property, that the mortgaged properties are not now or when mortgaged pursuant to the mortgages/mortgage amendments encumbered by unpermitted liens, that no intervening liens exist which would have priority over the mortgage liens in favor of each collateral agent for its benefit and the benefit of the Trustee and the holders of the applicable Exchange Notes, or that the mortgages will create valid, enforceable liens in favor of each collateral agent for its benefit and the benefit of the Trustee and the holders of the Exchange Notes. Moreover, land surveys will not be delivered at the time of the issuance of the Exchange Notes. As a result, there is no independent assurance that, among other things, no encroachments, adverse possession claims, zoning or other restricts exist with respect to the properties intended to be mortgaged which could result in a material adverse effect on the value or utility of such properties.

The title insurance process and surveys could reveal certain issues that we will not be able to resolve. If we are unable to resolve any issues raised by the surveys or that are otherwise raised in connection with obtaining the mortgages or title insurance policies, the mortgages and title insurance policies will be subject to such issues. Such issues could have a significant impact on the value of the collateral or any recovery under the title insurance policies. If we are unable to obtain any mortgage or title insurance policy on any of the real property intended to constitute collateral for the Exchange Notes and guarantees, the value of the collateral securing the Exchange Notes and the guarantees will be significantly reduced.

State law may limit the ability of the collateral agent for the holders of the Exchange Notes to foreclose on the real property and improvements and leasehold interests included in the collateral.

The Exchange Notes may in the future be secured by, among other things, liens on owned real property and improvements. The laws in some states may limit the ability of the Trustee and the holders of the Exchange Notes to foreclose on the improved real property collateral located in that state, since the applicable states' laws govern the perfection, enforceability and foreclosure of mortgage liens against real property interests which secure debt obligations such as the Exchange Notes. In addition, these laws may impose procedural requirements for foreclosure different from and necessitating a longer time period for completion than the requirements for foreclosure of security interests in personal property. Debtors may have the right to reinstate defaulted debt (even it is has been accelerated) before the foreclosure date by paying the past due amounts and a right of redemption after foreclosure. Governing laws may also impose security first and one form of action rules which can affect the ability to foreclose or the timing of foreclosure on real and personal property collateral regardless of the location of the collateral and may limit the right to recover a deficiency following a foreclosure.

The holders of the Exchange Notes and the Trustee also may be limited in their ability to enforce a breach of the "no liens" covenant. Some decisions of state courts have placed limits on a lender's ability to accelerate debt secured by real property upon breach of covenants prohibiting the creation of certain junior liens or leasehold estates, and a lender may need to demonstrate that enforcement is reasonably necessary to protect against impairment of the lender's security or to protect against an increased risk of default. Although the foregoing court decisions may have been preempted, at least in part, by certain federal laws, the scope of such preemption, if any, is uncertain. Accordingly, a court could prevent the Trustee and the holders of the Exchange Notes from declaring a default and accelerating the Exchange Notes by reason of a breach of this covenant, which could have a material adverse effect on the ability of holders to enforce the covenant.

The collateral is subject to casualty risks.

Although we maintain insurance policies to insure against losses, there are certain losses that may be either uninsurable or not economically insurable, in whole or in part. As a result, it is possible that the

insurance proceeds will not compensate us fully for our losses in the event of a catastrophic loss. We cannot assure you that any insurance proceeds received by us upon the total or partial loss of the collateral securing the Exchange Notes and guarantees will be sufficient to satisfy all of our secured obligations, including the Exchange Notes and guarantees.

Bankruptcy laws may limit your ability to realize value from the collateral.

The right of the collateral agents to foreclose upon, repossess and dispose of the collateral upon the occurrence of an event of default under the indenture governing the Exchange Notes is likely to be significantly impaired (or at a minimum delayed) by applicable bankruptcy law if a bankruptcy case were to be commenced by or against us or any guarantor before such collateral agent foreclosed upon, repossessed and disposed of the collateral. Upon the commencement of a case under the Bankruptcy Code, a secured creditor such as the collateral agent in respect of the Exchange Notes is prohibited from foreclosing upon or repossessing its security from a debtor in a bankruptcy case, or from disposing of security repossessed from such debtor, without prior bankruptcy court approval, which may not be given. Moreover, the Bankruptcy Code permits the debtor to continue to retain and use collateral (including cash collateral) even though the debtor is in default under the applicable debt instruments, provided that the secured creditor is given "adequate protection." The meaning of the term "adequate protection" may vary according to the circumstances, but it is intended in general to protect the value of the secured creditor's interest in the collateral as of the commencement of the bankruptcy case and may include cash payments or the granting of additional or replacement security if and at such times as the bankruptcy court in its discretion determines that the value of the secured creditor's interest in the collateral is declining during the pendency of the bankruptcy case. A bankruptcy court may determine that a secured creditor may not require compensation for a diminution in the value of its collateral if the value of the collateral exceeds the debt it secures.

In view of the lack of a precise definition of the term "adequate protection" and the broad discretionary power of a bankruptcy court, it is impossible to predict:

- whether or when payments under the Exchange Notes could be made following the commencement of a bankruptcy case or the length of any delay in making such payments;
- whether or when the collateral agents could foreclose upon, repossess or dispose of the collateral;
- the value of the collateral at the time of the bankruptcy petition or at any time thereafter; or
- whether or to what extent holders of the Exchange Notes would be compensated for any delay in payment or loss of value of the collateral through the requirement of "adequate protection" or otherwise.

Any disposition of the collateral during a bankruptcy case outside the ordinary course of the debtor's business would also require prior permission from the bankruptcy court (which may not be given).

The right of the holders of other obligations secured by first priority liens on any portion of the collateral to foreclose upon and sell the collateral upon the occurrence of an event of default also would be subject to limitations under applicable bankruptcy laws if we or any of our subsidiaries become subject to a bankruptcy proceeding.

In addition, under the applicable intercreditor agreements, the collateral agents may not object following the filing of a bankruptcy petition to certain debtor-in-possession financing or to the liens securing that financing or to the proposed use of cash collateral, subject to certain conditions and limited exceptions, to the extent that the authorized representative for holders of obligations secured by first priority liens on the applicable portion of the collateral do not object to such proposed financing, liens, or cash collateral. After such a filing, the value of the collateral securing the Exchange Notes could materially deteriorate, and holders of the Exchange Notes would be unable to raise an objection. The holders will also waive certain other rights under the applicable intercreditor agreements normally accruing to secured creditors in a bankruptcy, particularly under the terms of the senior lender intercreditor agreement with respect to the ABL Priority Collateral.

In the event of a bankruptcy of BGI or any of the guarantors, holders of the Exchange Notes may be deemed to have an unsecured claim to the extent that our obligations in respect of the Exchange Notes exceed the fair market value of the collateral securing the Exchange Notes.

In any bankruptcy proceeding with respect to BGI or any of the guarantors, it is possible that the bankruptcy trustee, the debtor-in-possession or competing creditors will assert that the fair market value of the collateral with respect to the Exchange Notes on the date of the bankruptcy filing was less than the then-current principal amount of such Exchange Notes (after taking into account all obligations with a senior lien or an equal priority lien on the collateral or any portion thereof). Upon a finding by the bankruptcy court that the Exchange Notes are under-collateralized, the claims in the bankruptcy proceeding with respect to such Exchange Notes would be bifurcated between a secured claim and an unsecured claim, and the unsecured claim would not be entitled to the benefits of security in the collateral. The consequences of a finding of under-collateralization would include, among other things, a lack of entitlement on the part of the Exchange Notes to receive post-petition interest, fees or expenses and a lack of entitlement on the part of the unsecured portion of such Exchange Notes to receive "adequate protection" under federal bankruptcy laws. In addition, if any payments of post-petition interest had been made at the time of such a finding of under-collateralization, those payments could be recharacterized by the bankruptcy court as a reduction of the principal amount of the secured claim with respect to such Exchange Notes.

The value of the collateral securing the Exchange Notes may not be sufficient to secure post-petition interest, fees or expenses.

In the event of a bankruptcy, liquidation, dissolution, reorganization or similar proceeding against BGI or any of the guarantors, holders of the Exchange Notes will only be entitled to post-petition interest, fees or expenses under the Bankruptcy Code to the extent that the value of their security interest in the collateral is greater than their pre-bankruptcy claim (after taking into account claims secured by a senior lien or an equal priority lien on the collateral or any portion thereof). Holders of the Exchange Notes that have a security interest in collateral with a value equal or less than their pre-bankruptcy claim will not be entitled to post-petition interest, fees or expenses under the Bankruptcy Code. No appraisal of the fair market value of the collateral has been prepared in connection with this offering and we therefore cannot assure you that the value of the noteholders' interest in the collateral equals or exceeds the principal amount of the Exchange Notes.

Any future pledge of collateral or future guarantee might be avoidable in bankruptcy.

Any future pledge of collateral or future guarantee in favor of the collateral agents or the Trustee and holders of the Exchange Notes, including pursuant to mortgages and security documents delivered after the date of the indenture governing the Exchange Notes, might face a greater risk than mortgages, security interests, or guarantees in place on the issue date of being avoided, by the pledgor or guarantor (as debtor in possession) or by its trustee in bankruptcy (or potentially by our other creditors), as a preferential transfer or otherwise. Any such future pledge of collateral or future guarantee could be so avoided if certain events or circumstances exist or occur, including, among others, if the pledgor or guarantor is insolvent at the time of the pledge or guarantee, the pledge or guarantee permits the holders of the Exchange Notes to receive a greater recovery in a hypothetical Chapter 7 liquidation than if the pledge or guarantee had not been given, and a bankruptcy proceeding in respect of the pledgor or guarantor is commenced within 90 days following the pledge or issuance of the guarantee, or, in certain circumstances, a longer period. To the extent that the grant of any such mortgage or other security interest or guarantee is avoided as a preference or otherwise, you would lose the benefit of such mortgage, security interest, or guarantee.

We note that the documentation related to the Exchange Notes will provide that BGI and the guarantors are obligated to use commercially reasonable efforts to deliver mortgages or mortgage amendments, as applicable, and related documentation to the collateral agent within 120 days after the Issue Date in order to provide the holders of the Exchange Notes a perfected security interest in certain real property owned by BGI and the guarantors.

If we default on our obligations to pay our other indebtedness, we may not be able to make payments on the Exchange Notes.

Any default under the agreements governing our indebtedness, including a default under BGI's senior secured credit facilities that is not waived by the required holders of such indebtedness, and any remedies

sought by the holders of such indebtedness, could prohibit us from making payments of principal, premium, if any, or interest on the Exchange Notes and could substantially decrease the market value of the Exchange Notes. If we are unable to generate sufficient cash flow and are otherwise unable to obtain funds necessary to meet required payments of principal, premium, if any, or interest on our indebtedness, or if we otherwise fail to comply with the various covenants, including financial and operating covenants, in the instruments governing our indebtedness, we could be in default under the terms of the agreements governing such indebtedness. In the event of such default, the holders of such indebtedness could elect to declare all the funds borrowed thereunder to be due and payable, together with accrued and unpaid interest. More specifically, the lenders under our revolving credit facility could elect to terminate their commitments, cease making further loans and institute foreclosure proceedings against our assets, and we could be forced into bankruptcy or liquidation. If our operating performance declines, we may in the future need to seek waivers from the required lenders under our revolving credit facility to avoid being in default. If we breach our covenants under our revolving credit facility or any of the other agreements governing our indebtedness and seek a waiver, we may not be able to obtain a waiver from the required holders of such indebtedness. If this occurs, we would be in default under such indebtedness, the holders of such indebtedness could exercise their rights as described above, and we could be forced into bankruptcy or liquidation. See "Description of Other Indebtedness" and "Description of First Priority Notes."

There are circumstances other than repayment or discharge of the Exchange Notes under which the collateral securing the Exchange Notes and guarantees will be released automatically, without your consent or the consent of the trustee.

The security documents allow BGI and the guarantors to remain in possession of, retain exclusive control over, freely operate, and collect, invest and dispose of any income from, the collateral securing the Exchange Notes and the related guarantees secured thereby. There are circumstances other than repayment or discharge of the Exchange Notes under which the collateral securing the Exchange Notes and the related guarantees will be released automatically, without your consent or the consent of the collateral agent, including:

- a sale, transfer or other disposal of such collateral (other than to the Issuer or a guarantor) in a transaction that complies with the indenture and the security document;
- with respect to collateral held by a guarantor, upon the release of such guarantor from its guarantee of the Exchange Notes pursuant to the terms of the indenture; and
- in accordance with the provisions of any intercreditor agreement to which the holders of the Exchange Notes are bound.

In addition, the indenture will permit us to designate any existing or future restricted subsidiary that is a guarantor of the Exchange Notes or any future subsidiary as an unrestricted subsidiary. If we designate such a future subsidiary guarantor as an unrestricted subsidiary for purposes of the indenture, all of the liens on any collateral owned by such subsidiary or any of its subsidiaries and any guarantees of the Exchange Notes by such subsidiary or any of its subsidiaries will be released under the indenture but not necessarily under our senior secured credit facilities. Designation of an unrestricted subsidiary will reduce the aggregate value of the collateral securing the Exchange Notes to the extent that liens on the assets of the unrestricted subsidiary and its subsidiaries are released.

The Exchange Notes will be structurally subordinated to all liabilities of our non-guarantor subsidiaries.

The Exchange Notes are structurally subordinated to the indebtedness and other liabilities of BGI's subsidiaries that are not guaranteeing the Exchange Notes, which include certain of our domestic subsidiaries and all of our non-U.S. subsidiaries. These non-guarantor subsidiaries are separate and distinct legal entities and have no obligation, contingent or otherwise, to pay any amounts due pursuant to the Exchange Notes, or to make any funds available therefor, whether by dividends, loans, distributions or other payments. For the fiscal year ended September 30, 2023, the subsidiaries that are guaranteeing the Notes and the subsidiaries that are not guaranteeing the Notes had net sales of $6,600 million and $6,004 million, respectively, and, as of September 30, 2023, (x) held $7,972 million and $8,615 million, respectively, of total assets and (y) had $11,634 million, and $1,737 million, respectively, of total liabilities. For the three

quarterly periods ended June 29, 2024, the guarantor and non-guarantor subsidiaries had net sales of $4,815 million and $4,275 million, respectively, and, as of June 29, 2024, (x) held $7,388 million and $8,600 million, respectively, of total assets and (y) had $10,980 million and $1,637 million, respectively, of total liabilities. Any right that we or the subsidiary guarantors have to receive any assets of any of the non-guarantor subsidiaries upon the liquidation or reorganization of those subsidiaries, and the consequent rights of holders of Exchange Notes to realize proceeds from the sale of any of those subsidiaries' assets, will be effectively subordinated to the claims of those subsidiaries' creditors, including trade creditors and holders of preferred equity interests of those subsidiaries. Accordingly, in the event of a bankruptcy, liquidation or reorganization of any of our non- guarantor subsidiaries, these non-guarantor subsidiaries will pay the holders of their debts, holders of preferred equity interests and their trade creditors before they will be able to distribute any of their assets to BGI.

Federal and state fraudulent transfer or fraudulent conveyance laws permit a court, under certain circumstances, to void the Exchange Notes, guarantees and security interests, and, if that occurs, you may not receive any payments on the Exchange Notes.

The issuance of the Exchange Notes and the guarantees (and the related security interests) may be subject to review under federal and state fraudulent transfer and fraudulent conveyance statutes if a bankruptcy, liquidation or reorganization case or a lawsuit, including under circumstances in which bankruptcy is not involved, were commenced at some future date by us, by the guarantors or on behalf of our unpaid creditors or the unpaid creditors of a guarantor. While the relevant laws may vary from state to state, the incurrence of the obligations in respect of the Exchange Notes and the guarantees, and the granting of the security interests in respect thereof, will generally be a fraudulent conveyance or fraudulent transfer if (i) the consideration was paid with the intent of hindering, delaying or defrauding creditors or (ii) BGI or any of the guarantors, as applicable, received less than reasonably equivalent value or fair consideration in return for issuing either the Exchange Notes or a guarantee (or the related security interest), and, in the case of (ii) only, any one of the following is also true:

- BGI or any of the guarantors were or was insolvent or rendered insolvent by reason of issuing the Exchange Notes or the guarantees (or the related security interests);
- payment of the consideration left BGI or any of the guarantors with an unreasonably small amount of capital to carry on the business in which they were engaged or about to engage; or
- BGI or any of the guarantors intended to, or believed that we or it would, incur debts beyond its ability to pay as they mature.

If a court were to find that the issuance of the Exchange Notes or a guarantee (or the related security interests) was a fraudulent transfer or fraudulent conveyance, the court could void the payment obligations under the Exchange Notes or such guarantee or further subordinate the Exchange Notes or such guarantee to presently existing and future indebtedness of BGI or such guarantor, require the holders of the Exchange Notes to repay any amounts received with respect to the Exchange Notes or such guarantee or void or otherwise decline to enforce the security interests and related security agreements in respect thereof. In the event of a finding that a fraudulent conveyance or fraudulent transfer occurred, you may not receive any repayment on the Exchange Notes. Further, the voidance of the Exchange Notes could result in an event of default with respect to our other debt and that of the guarantors that could result in acceleration of such debt.

The measures of insolvency for purposes of fraudulent conveyance or fraudulent transfer laws vary depending upon the law of the jurisdiction that is being applied, such that we cannot be certain as to the standards a court would use to determine whether or not BGI or the guarantors were solvent at the relevant time, or regardless of the standard used, that any payments to the holders of the Exchange Notes did not constitute preferences, fraudulent transfers or fraudulent conveyances on other grounds or that the issuance of the Exchange Notes and the guarantees would not be subordinated to BGI's or any guarantor's other debt. Generally, an entity would be considered insolvent if, at the time it incurred indebtedness:

- the sum of its debts, including contingent liabilities, was greater than the fair value of all its assets;
- the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts and liabilities, including contingent liabilities, as they become absolute and mature; or

- it could not pay its debts as they become due.

As a general matter, value is given for a transfer or an obligation if, in exchange for the transfer or obligation, property is transferred or a valid antecedent debt is satisfied. A court would likely find that a guarantor did not receive reasonably equivalent value or fair consideration for its guarantee or security interest to the extent such guarantor did not obtain a reasonably equivalent benefit from the issuance of the Exchange Notes. Thus, if the guarantees were legally challenged, any guarantee could be subject to the claim that, since the guarantee was incurred for BGI's benefit, and only indirectly for the benefit of the guarantor, the obligations of the applicable guarantor were incurred for less than reasonably equivalent value or fair consideration. Therefore, a court could void the obligations under the guarantees (and the related security interests), subordinate them to the applicable guarantor's other debt or take other action detrimental to the holders of the Exchange Notes.

In addition, the liability of each guarantor under its guarantee may be limited to the amount that will result in such guarantee not constituting a preference, fraudulent conveyance or improper corporate distribution or otherwise being set aside. A bankruptcy court decision in Florida (that was later reinstated by the applicable court of appeals on other grounds) questioned the validity of such a savings clause in a guarantee.

In addition, any payment by BGI or a guarantor pursuant to the Exchange Notes or a guaranty made at a time that BGI or a guarantor were found to be insolvent could be avoided and required to be returned to BGI or such guarantor or to a fund for the benefit of BGI's or such guarantor's creditors if such payment is made to an insider within a one-year period prior to a bankruptcy filing or within 90 days for any non-insider party and such payment would give such insider or non-insider party more than such creditors would have received in a distribution in a hypothetical Chapter 7 case under the Bankruptcy Code.

Finally, as a court of equity, the bankruptcy court may otherwise subordinate the claims in respect of the Exchange Notes to other claims against BGI under the principle of equitable subordination, if the court determines that: (i) the holder of the Exchange Notes engaged in some type of inequitable conduct; (ii) such inequitable conduct resulted in injury to BGI's other creditors or conferred an unfair advantage upon the holder of the Exchange Notes; and (iii) equitable subordination is not inconsistent with the provisions of the Bankruptcy Code.

Because each guarantor's liability under its guarantees may be reduced to zero, avoided or released under certain circumstances, you may not receive any payments from some or all of the guarantors.

You have the benefit of the guarantees of the guarantors. However, the guarantees by the guarantors are limited to the maximum amount that the guarantors are permitted to guarantee under applicable law. As a result, a guarantor's liability under its guarantee could be reduced to zero, depending on the amount of other obligations of such guarantor. Also, there can be no assurance as to what standard a court will apply in making a determination of the maximum liability of each guarantor. Further, under the circumstances discussed more fully above, a court under federal or state fraudulent conveyance and fraudulent transfer statutes could void the obligations under a guarantee (and the related security interests) or further subordinate it to all other obligations of the guarantor. See "Federal and state fraudulent transfer or fraudulent conveyance laws permit a court, under certain circumstances, to void the Exchange Notes, guarantees and security interests, and, if that occurs, you may not receive any payments on the Exchange Notes." In addition, you will lose the benefit of a particular guarantee if it is released under certain circumstances described under "Description of First Priority Notes — Subsidiary Guarantees and Parent Guarantee."

We may not be able to repurchase the Exchange Notes upon a change of control triggering event.

Upon a change of control triggering event as defined in the indenture governing the Exchange Notes, we will be required to make an offer to repurchase all outstanding Exchange Notes at 101% of their principal amount, plus accrued and unpaid interest, unless we have previously given notice of our intention to exercise our right to redeem the Exchange Notes or unless such obligation is suspended. See "Description of First Priority Notes — Change of Control Triggering Event." We may not have sufficient financial resources to purchase all of the Exchange Notes that are tendered upon a change of control offer or, if then permitted under the indenture governing the Exchange Notes, to redeem the Exchange Notes. A failure to

make the applicable change of control offer or to pay the applicable change of control purchase price when due would result in a default under the indenture. The occurrence of a change of control would also constitute an event of default under BGI's senior secured credit facilities and may constitute an event of default under the terms of our other indebtedness. The terms of the credit agreements governing BGI's senior secured credit facilities and the indentures governing BGI's existing first priority senior secured notes and existing second priority senior secured notes limit our right to purchase or redeem certain indebtedness. In the event any purchase or redemption is prohibited, we may seek to obtain waivers from the required lenders under BGI's senior secured credit facilities or holders of our existing first priority senior secured notes and the existing second priority senior secured notes to permit the required repurchase or redemption, but the required holders of such indebtedness have no obligation to grant, and may refuse to grant such a waiver. Absent such a waiver, the indenture for the Exchange Notes will require us to repay all obligations under such senior secured credit agreements in order to eliminate such prohibitions; however, we may not have sufficient financial resources to do so and may not be able to refinance such obligations on commercially reasonable terms (or at all). A change of control is defined in the indenture governing the Exchange Notes and would not include all transactions that could involve a change of control of our day-to-day operations, including a transaction involving the Management Group as defined in the indenture governing the Exchange Notes. See "Description of First Priority Notes — Change of Control Triggering Event."

You may not be able to resell the Exchange Notes because there is no established market for them and one may not develop.

The Exchange Notes will constitute a new issue of securities with no established trading market. The Issuer does not intend to apply to list the Exchange Notes on any stock exchange. There can be no assurance as to:

- the liquidity of any trading market that may develop;
- the ability of holders to sell their Exchange Notes; or
- the price at which the holders will be able to sell their Exchange Notes.

If a trading market were to develop, the Exchange Notes might trade at higher or lower prices than their principal amount or purchase price, depending on many factors, including prevailing interest rates, the market for similar debt securities, BGI's and its subsidiaries' financial performance and the interest of securities dealers in making a market in the Exchange Notes.

BGI understands that the initial purchasers presently intend to make a market in the Exchange Notes. However, they are not obligated to do so, and any market-making activity with respect to the Exchange Notes may be discontinued at any time without notice. In addition, any market-making activity may be limited by applicable law. There can be no assurance that an active market will exist for the Exchange Notes or that any trading market that does develop will be liquid. Even if an active trading market for the Exchange Notes does develop, there is no guarantee that it will continue. The market, if any, for the Exchange Notes may experience disruptions, and such disruptions may adversely affect the liquidity in the market or the prices at which you may sell your notes. In addition, subsequent to their initial issuance, the Exchange Notes may trade at a discount from their initial offering price, depending upon prevailing interest rates, the market for similar notes, its performance and other factors.

Our variable rate indebtedness subject us to interest rate risk, which could cause our debt service obligations to increase significantly.

Borrowings drawn under our revolving credit facility are at variable rates of interest and expose us to interest rate risk. If interest rates increase, our debt service obligations on certain of our variable rate indebtedness will increase even though the amount borrowed remains the same, and our net income and cash flows, including cash available for servicing our indebtedness, will correspondingly decrease.

We have entered into, and in the future we continue to enter into, interest rate swaps that involve the exchange of floating for fixed-rate interest payments to reduce interest rate volatility. However, we may not maintain interest rate swaps with respect to all of our variable rate indebtedness, and any such swaps may not fully mitigate our interest rate risk, may prove disadvantageous, or may create additional risks.

Our cash balances are held at a number of financial institutions that expose us to their credit risk.

We maintain our cash and cash equivalents at financial or other intermediary institutions. The combined account balances at each institution typically exceed FDIC insurance coverage of $250,000 per depositor, and, as a result, there is a concentration of credit risk related to amounts on deposit in excess of FDIC insurance coverage. At June 29, 2024, substantially all of our cash and cash equivalent balances held at financial institutions exceeded FDIC insured limits.

USE OF PROCEEDS

We will not receive any proceeds from the exchange offers. Because the Exchange Notes have substantially identical terms as the Outstanding Notes, the issuance of the Exchange Notes will not result in any increase or decrease in our indebtedness. The exchange offers are intended to satisfy our obligations under the registration rights agreements entered into with the initial purchasers of the Outstanding Notes. See "The Exchange Offers — Purpose and Effect; Registration Rights." We used the proceeds from the offering of the Outstanding Notes to prepay certain existing BGI term loans and to pay certain fees and expenses related to the refinancing of such term loans and the Outstanding Notes offering.

THE EXCHANGE OFFERS

Purpose and Effect; Registration Rights

We entered into registration rights agreements with the initial purchasers of the Outstanding Notes, in which we agreed to use our commercially reasonable efforts to (x) within 270 days of the applicable issuance date of the Outstanding Notes file with the SEC and (y) within 365 days of the applicable issuance date of the Outstanding Notes, cause to become effective under the Securities Act a registration statement relating to offer to exchange the Outstanding Notes for the Exchange Notes. The registration statement of which this prospectus forms a part was filed in compliance with this obligation. The Exchange Notes will have terms substantially identical to the Outstanding Notes except that the Exchange Notes do not contain terms with respect to transfer restrictions and registration rights and additional interest payable for the failure to consummate the exchange offers.

If:

(1) BGI and the guarantors are not permitted to consummate the exchange offers because the exchange offers are not permitted by applicable law or SEC policy;

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

(3) any holder of Outstanding Notes notifies us prior to the 20th day following consummation of the exchange offers that:

  (a) it is prohibited by law or SEC policy from participating in the exchange offers;

  (b) it may not resell the Exchange Notes acquired by it in the exchange offers to the public without delivering a prospectus (other than by reason of such holder's status as our affiliate) and the prospectus contained in this exchange offer registration statement is not appropriate or available for such resales;

  (c) it is a broker-dealer and owns the Outstanding Notes acquired directly from us or our affiliate,

then BGI and the guarantors will be obligated, with respect to the Outstanding Notes, to cause to be filed with the SEC a shelf registration statement to cover the resales of the Outstanding Notes, by holders thereof who satisfy certain conditions relating to the provision of information in connection with the shelf registration statement, within 270 days after such filing obligation arises.

The registration rights agreements provide that, if:

(1) unless the exchange offers would not be permitted under applicable law or SEC policy, the exchange offers registration statement has not been declared effective by the SEC on or prior to 365 days after applicable issuance date of the Outstanding Notes;

(2) if obligated to file the shelf registration statement, the shelf registration statement has not been declared effective by the SEC on or prior to 365 days after such filing obligation arises (the "effectiveness target date");

(3) BGI and the guarantors fail to consummate the exchange offers within 30 business days of the effectiveness target date with respect to the exchange offers registration statement; or

(4) the shelf registration statement or the exchange offer registration statement is filed and declared effective but shall thereafter cease to be effective or fail to be usable, subject to certain exceptions, in connection with resales or exchanges of the Outstanding Notes, respectively, during the periods specified in the registration rights agreements (each such event referred to in clauses (1) through (4) above, a "registration default"),

then BGI and the guarantors will pay additional interest to each holder, with respect to the first 90-day period immediately following the occurrence of the first registration default, in an amount equal to 0.25%

per annum of the principal amount of the Outstanding Notes held by such holder, as applicable. The amount of the additional interest will increase by an additional 0.25% per annum of the principal amount of such Outstanding Notes, with respect to each subsequent 90-day period until all registration defaults have been cured, up to a maximum amount additional interest for all registration defaults of 1.0% per annum of the principal amount of such Outstanding Notes.

The summary herein of certain provisions of the registration rights agreements does not purport to be complete and is subject to, and is qualified in its entirety by reference to, the full text of the registration rights agreements, copies of which have been filed as Exhibit 4.2 to our Current Report on Form 8-K filed with the SEC on January 17, 2024, and Exhibit 4.2 to our Current Report on Form 8-K filed with the SEC on May 28, 2024.

Transferability of the Exchange Notes

We are making these exchange offers in reliance on interpretations of the staff of the SEC set forth in several no-action letters. However, we have not sought our own no-action letter. Based upon these interpretations, we believe that you, or any other person receiving Exchange Notes, may offer for resale, resell or otherwise transfer such Exchange Notes without complying with the registration and prospectus delivery requirements of the U.S. federal securities laws, if:

- you, or the person or entity receiving such Exchange Notes, is acquiring such Exchange Notes in the ordinary course of business;
- neither you nor any such person or entity is participating in or intends to participate in a distribution of the Exchange Notes within the meaning of the U.S. federal securities laws;
- neither you nor any such person or entity has an arrangement or understanding with any person or entity to participate in any distribution of the Exchange Notes;
- neither you nor any such person or entity is our "affiliate" as such term is defined under Rule 405 under the Securities Act; and
- you are not acting on behalf of any person or entity who could not truthfully make these statements.

In order to participate in the exchange offers, each holder of Exchange Notes must represent to us that each of these statements is true:

- such holder is not an affiliate of ours;
- such holder is not engaged in and does not intend to engage in, and has no arrangement or understanding with any person to participate in a distribution of the Exchange Notes; and
- any Exchange Notes such holder receives will be acquired in the ordinary course of business.

Broker-dealers and each holder of Outstanding Notes intending to use the exchange offers to participate in a distribution of Exchange Notes (1) may not rely under the SEC's policy on the applicable interpretation of the staff of the SEC's position contained in Exxon Capital Holdings Corp., SEC no-action letter (April 13, 1988), Morgan, Stanley & Co. Inc., SEC no-action letter (June 5, 1991) and Shearman & Sterling, SEC no-action letter (July 2, 1993) and (2) must comply with the registration and prospectus requirements of the Securities Act in connection with a secondary resale transaction and will deliver a prospectus in connection with any such resale of the Exchange Notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of the Exchange Notes received in exchange for the Outstanding Notes where such Outstanding Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. We have agreed that for a period of not less than 180 days after the date on which this registration statement is declared effective, we will make this prospectus available to broker-dealers for use in connection with any such resale, if requested by the initial purchasers or by a broker-dealer that receives the Exchange Notes for its own account in the exchange offers in exchange for the Outstanding Notes, as a result of market-making activities or other trading activities.

Terms of the Exchange Offers; Acceptance of Tendered Notes

Upon the terms and subject to the conditions of the exchange offers, we will accept any and all Outstanding Notes validly tendered and not withdrawn prior to 5:00 p.m., New York City time, on , 2024. The date of acceptance for exchange of the Outstanding Notes, and completion of the exchange offers, is the exchange date, which will be the first business day following the expiration date (unless extended as described in this prospectus). We will issue, on or promptly after the exchange date, up to $1,600,000,000 of Exchange Notes for a like principal amount of Outstanding Notes tendered and accepted in the exchange offers. Holders may tender some or all of their Outstanding Notes pursuant to the exchange offers. However, Outstanding Notes may be tendered only in integral multiples of $1,000, subject to a minimum denomination of $2,000.

The form and terms of the Exchange Notes will be identical in all material respects to the form and terms of the Outstanding Notes except that:

- the Exchange Notes have been registered under the U.S. federal securities laws and will not bear any legend restricting their transfer;
- the Exchange Notes bear a different CUSIP number from the Outstanding Notes;
- the Exchange Notes will not be subject to transfer restrictions or entitled to registration rights; and
- the holders of the Exchange Notes will not be entitled to certain rights under the registration rights agreements, including the provisions for an increase in the interest rate on the Outstanding Notes in some circumstances relating to the timing of the exchange offers.

The Exchange Notes will evidence the same debt as the Outstanding Notes. Holders of Exchange Notes will be entitled to the benefits of the indenture governing the Outstanding Notes.

As of the date of this prospectus, $1,600,000,000 aggregate principal amount of the Outstanding Notes was outstanding. The Exchange Notes offered will be limited to $1,600,000,000 in aggregate principal amount.

In connection with the issuance of the Outstanding Notes, we have arranged for the Outstanding Notes to be issued in the form of global notes through the facilities of The Depository Trust Company, which we refer to as DTC, acting as depositary. The Exchange Notes will also be issued in the form of global notes registered in the name of DTC or its nominee and each beneficial owner's interest in it will be transferable in book-entry form through DTC.

Holders of Outstanding Notes do not have any appraisal or dissenters' rights in connection with the exchange offers. Outstanding Notes that are not tendered for exchange or are tendered but not accepted in connection with the exchange offers will remain outstanding and be entitled to the benefits of the indenture under which they were issued, including accrual of interest, but, subject to a limited exception, will not be entitled to any registration rights under the applicable registration rights agreement. See "Effect of Not Tendering."

We will be deemed to have accepted validly tendered Outstanding Notes when and if we have given oral or written notice (if oral, to be promptly confirmed in writing) to the exchange agent of our acceptance. The exchange agent will act as agent for the tendering holders for the purpose of receiving the Exchange Notes from us. If any tendered Outstanding Notes are not accepted for exchange because of an invalid tender, the occurrence of other events described in this prospectus or otherwise, we will return the certificates for any unaccepted Outstanding Notes, at our expense, to the tendering holder promptly after expiration of the exchange offers.

Holders who tender Outstanding Notes in the exchange offers will not be required to pay brokerage commissions or fees with respect to the exchange of Outstanding Notes. We will pay all charges and expenses in connection with the exchange offers as described under the subheading "Solicitation of Tenders; Fees and Expenses." Except as provided in the letter of transmittal, holders who tender their Outstanding Notes for exchange will not be obligated to pay any transfer taxes in connection therewith. If, however, a transfer tax is imposed for any reason other than the exchange of Outstanding Notes in connection with the exchange offers, including any taxes incurred in connection with a holder's request to have Exchange Notes or

non-exchanged notes issued in the name of a person other than the registered holder, then the amount of any such transfer tax (whether imposed on the registered holder or any other persons) will be payable by the tendering holder. See "Transfer Taxes" below.

Expiration Date; Extensions; Amendment

The exchange offers will expire at 5:00 p.m., New York City time, on , 2024, unless we extend the exchange offers. To extend the exchange offers, we will notify the exchange agent and each registered holder of Outstanding Notes of any extension before 9:00 a.m. New York City time, on the next business day after the previously scheduled expiration date. We reserve the right to extend the exchange offers, delay accepting any tendered Outstanding Notes in the case of an extension of the exchange offers or, if any of the conditions described below under "Conditions to the Exchange Offers" have not been satisfied, to terminate the exchange offers. Subject to the terms of the registration rights agreements, we also reserve the right to amend the terms of the exchange offers in any manner. We will give oral or written notice (if oral, to be promptly confirmed in writing) of such delay, extension, termination or amendment to the exchange agent.

If we amend the exchange offers in a manner that we consider material, we will disclose such amendment by means of a prospectus supplement, and we will extend the exchange offers for a period of five to ten business days.

If we determine to make a public announcement of any delay, extension, amendment or termination of the exchange offers, we will do so by making a timely release through an appropriate news agency.

If we delay accepting any Outstanding Notes or terminate the exchange offers, we promptly will pay the consideration offered, or return any Outstanding Notes deposited, pursuant to the exchange offers as required by Rule 14e-1(c) under the Exchange Act.

Procedures for Tendering Outstanding Notes

We understand that the exchange agent has confirmed with DTC that any financial institution that is a participant in DTC's system may use its Automated Tender Offer Program, which we refer to as ATOP, to tender Outstanding Notes. We further understand that the exchange agent will request, within two business days after the date the exchange offers commence, that DTC establish an account relating to the Outstanding Notes for the purpose of facilitating the exchange offers, and any participant may make book- entry delivery of Outstanding Notes by causing DTC to transfer the Outstanding Notes into the exchange agent's account in accordance with ATOP procedures for transfer. Although delivery of the Outstanding Notes may be effected through book-entry transfer into the exchange agent's account at DTC, unless an agent's message is received by the exchange agent in compliance with ATOP procedures, an appropriate letter of transmittal properly completed and duly executed with any required signature guarantee and all other required documents must in each case be transmitted to and received or confirmed by the exchange agent at its address set forth below on or prior to the expiration date, or, if the guaranteed delivery procedures described below are complied with, within the time period provided under the procedures.

The term "agent's message" means a message, transmitted by DTC and received by the exchange agent and forming part of a book-entry confirmation, stating that DTC has received an express acknowledgment from a participant tendering Outstanding Notes that are the subject of the book-entry confirmation and that the participant has received and agrees to be bound by the terms of the letter of transmittal and that we may enforce such agreement against the participant. An agent's message must, in any case, be transmitted to and received or confirmed by the exchange agent, at its address set forth under the subheading "The Exchange Agent" below, prior to 5:00 p.m., New York City time, on the expiration date. Delivery of documents to DTC in accordance with its procedures does not constitute delivery to the exchange agent.

Unless the tender is being made in book-entry form, to tender in the exchange offers, you must:

- complete, sign and date the letter of transmittal, or a facsimile of the letter of transmittal;
- have the signatures guaranteed if required by the letter of transmittal; and

- mail or otherwise deliver the letter of transmittal or such facsimile, together with the Outstanding Notes and any other required documents, to the exchange agent prior to 5:00 p.m., New York City time, on the expiration date.

By executing the letter of transmittal, you will make to us the representations set forth in the second paragraph under the heading "Transferability of the Exchange Notes."

All tenders not withdrawn before the expiration date and the acceptance of the tender by us will constitute an agreement between you and us under the terms and subject to the conditions in this prospectus and in the letter of transmittal including an agreement to deliver good and marketable title to all tendered notes prior to the expiration date free and clear of all liens, charges, claims, encumbrances, adverse claims and rights and restrictions of any kind.

The method of delivery of Outstanding Notes and the letter of transmittal and all other required documents to the exchange agent is at the election and sole risk of the holder. Instead of delivery by mail, you should use an overnight or hand delivery service. In all cases, you should allow for sufficient time to ensure delivery to the exchange agent before the expiration of the exchange offers. You may request your broker, dealer, commercial bank, trust company or nominee to effect these transactions for you. You should not send any note, letter of transmittal or other required document to us.

Any beneficial owner whose Outstanding Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender should contact the registered holder promptly and instruct such registered holder to tender on behalf of the beneficial owner. If the beneficial owner wishes to tender on that owner's own behalf, the beneficial owner must, prior to completing and executing the letter of transmittal and delivering such beneficial owner's Outstanding Notes, either make appropriate arrangements to register ownership of the Outstanding Notes in such beneficial owner's name or obtain a properly completed bond power from the registered holder. The transfer of registered ownership may take considerable time.

The exchange of Outstanding Notes will be made only after timely receipt by the exchange agent of certificates for Outstanding Notes, a letter of transmittal and all other required documents, or timely completion of a book-entry transfer. If any tendered notes are not accepted for any reason or if Outstanding Notes are submitted for a greater principal amount than the holder desires to exchange, the exchange agent will return such unaccepted or non-exchanged notes to the tendering holder promptly after the expiration or termination of the exchange offers. In the case of Outstanding Notes tendered by book-entry transfer, the exchange agent will credit the non-exchanged notes to an account maintained with the DTC.

Guarantee of Signatures

Signatures on letters of transmittal or notices of withdrawal must be guaranteed by a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc., a commercial bank or trust company having an office or correspondent in the United States or another "eligible guarantor institution" within the meaning of Rule 17Ad-15 under the Exchange Act, unless the original notes tendered pursuant thereto are tendered:

- by a registered holder who has not completed the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on the letter of transmittal; and
- for the account of an eligible guarantor institution.

In the event that a signature on a letter of transmittal or a notice of withdrawal is required to be guaranteed, such guarantee must be made by:

- a member firm of a registered national securities exchange of the National Association of Securities Dealers, Inc.;
- a commercial bank or trust company having an office or correspondent in the United States; and
- another eligible guarantor institution.

Signature on the Letter of Transmittal; Bond Powers and Endorsements

If the letter of transmittal is signed by a person other than the registered holder of the Outstanding Notes, the registered holder must endorse the Outstanding Notes or provide a properly completed bond power. Any such endorsement or bond power must be signed by the registered holder as that registered holder's name appears on the Outstanding Notes. Signatures on such Outstanding Notes and bond powers must be guaranteed by an "eligible guarantor institution."

If you sign the letter of transmittal or any Outstanding Notes or bond power as a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, fiduciary or in any other representative capacity, you must so indicate when signing. You must submit satisfactory evidence to the exchange agent of your authority to act in such capacity.

Determination of Valid Tenders; Our Rights under the Exchange Offers

All questions as to the validity, form, eligibility, time of receipt, acceptance and withdrawal of tendered notes will be determined by us in our sole discretion, which determination will be final and binding on all parties. We expressly reserve the absolute right, in our sole discretion, to reject any or all Outstanding Notes not properly tendered or any Outstanding Notes the acceptance of which would, in the opinion of our counsel, be unlawful. We also reserve the absolute right in our sole discretion to waive or amend any conditions of the exchange offers or to waive any defects or irregularities of tender for any particular note, whether or not similar defects or irregularities are waived in the case of other notes. Our interpretation of the terms and conditions of the exchange offers will be final and binding on all parties. No alternative, conditional or contingent tenders will be accepted. Unless waived, any defects or irregularities in connection with tenders of Outstanding Notes must be cured by the tendering holder within such time as we determine.

Although we intend to request the exchange agent to notify holders of defects or irregularities in tenders of Outstanding Notes, neither we, the exchange agent nor any other person will have any duty to give notification of defects or irregularities in such tenders or will incur any liability to holders for failure to give such notification. Holders will be deemed to have tendered Outstanding Notes only when such defects or irregularities have been cured or waived. Any Outstanding Notes received by the exchange agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the exchange agent to the tendering holders, unless otherwise provided in the letter of transmittal, as soon as practicable following the expiration date.

Guaranteed Delivery Procedures

If you desire to tender Outstanding Notes pursuant to the exchange offers and (1) certificates representing such Outstanding Notes are not immediately available, (2) time will not permit your letter of transmittal, certificates representing such Outstanding Notes and all other required documents to reach the exchange agent on or prior to the expiration date, or (3) the procedures for book-entry transfer (including delivery of an agent's message) cannot be completed on or prior to the expiration date, you may nevertheless tender such Outstanding Notes with the effect that such tender will be deemed to have been received on or prior to the expiration date if all the following conditions are satisfied:

- you must effect your tender through an "eligible guarantor institution," which is defined above under the heading "Guarantee of Signatures";
- a properly completed and duly executed notice of guaranteed delivery, substantially in the form provided by us herewith, or an agent's message with respect to guaranteed delivery that is accepted by us, is received by the exchange agent on or prior to the expiration date as provided below; and
- the certificates for the tendered notes, in proper form for transfer (or a book entry confirmation of the transfer of such notes into the exchange agent account at DTC as described above), together with a letter of transmittal (or a manually signed facsimile of the letter of transmittal) properly completed and duly executed, with any signature guarantees and any other documents required by the letter of transmittal or a properly transmitted agent's message, are received by the exchange agent within one (1) New York Stock Exchange, Inc. trading day after the date of execution of the notice of guaranteed delivery.

The notice of guaranteed delivery may be sent by hand delivery, facsimile transmission or mail to the exchange agent and must include a guarantee by an eligible guarantor institution in the form set forth in the notice of guaranteed delivery.

Withdrawal Rights

Except as otherwise provided in this prospectus, you may withdraw tendered notes at any time before 5:00 p.m., New York City time, on the expiration date. For a withdrawal of tendered notes to be effective, a written or facsimile transmission notice of withdrawal must be received by the exchange agent on or prior to the expiration of the exchange offers at the address set forth herein. Any notice of withdrawal must:

- specify the name of the person having tendered the Outstanding Notes to be withdrawn;
- identify the Outstanding Notes to be withdrawn (including the certificate number(s) of the Outstanding Notes physically delivered) and principal amount of such notes, or, in the case of notes transferred by book-entry transfer, the name and number of the account at DTC;
- be signed by the holder in the same manner as the original signature on the letter of transmittal by which such Outstanding Notes were tendered, with any required signature guarantees, or be accompanied by documents of transfer sufficient to have the trustee with respect to the Outstanding Notes register the transfer of such Outstanding Notes into the name of the person withdrawing the tender; and
- specify the name in which any such notes are to be registered, if different from that of the registered holder.

If the Outstanding Notes have been tendered under the book entry delivery procedure described above, any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn Outstanding Notes and otherwise comply with the procedures of DTC's book entry transfer facility.

We will determine all questions as to the validity, form and eligibility (including time of receipt) of such Outstanding Notes in our sole discretion, and our determination will be final and binding on all parties. Any permitted withdrawal of notes may not be rescinded. Any notes properly withdrawn will thereafter be deemed not to have been validly tendered for purposes of the exchange offers. The exchange agent will return any withdrawn notes without cost to the holder promptly after withdrawal of the notes. Holders may retender properly withdrawn notes at any time before the expiration of the exchange offers by following one of the procedures described above under the heading "Procedures for Tendering Outstanding Notes."

Conditions to the Exchange Offers

Notwithstanding any other term of the exchange offers, we will not be required to accept for exchange, or issue any Exchange Notes for, any Outstanding Notes, and may terminate or amend the exchange offers before the expiration of the exchange offers, if:

- we determine that the exchange offers violate any law, statute, rule, regulation or interpretation by the staff of the SEC or any order of any governmental agency or court of competent jurisdiction; or
- any action or proceeding is instituted or threatened in any court or by or before any governmental agency relating to the exchange offers which, in our judgment, could reasonably be expected to impair our ability to proceed with the exchange offers.

The conditions listed above are for our sole benefit and may be asserted by us regardless of the circumstances giving rise to any of these conditions. We may waive these conditions in our reasonable discretion in whole or in part at any time and from time to time prior to the expiration date. The failure by us at any time to exercise any of the above rights shall not be considered a waiver of such right, and such right shall be considered an ongoing right which may be asserted at any time and from time to time.

In addition, we will not accept for exchange any Outstanding Notes tendered, and no Exchange Notes will be issued in exchange for those Outstanding Notes, if at any time any stop order is threatened or issued

with respect to the registration statement for the exchange offers and the Exchange Notes or the qualification of the indenture governing the Notes under the Trust Indenture Act of 1939. In any such event, we must use commercially reasonable efforts to obtain the withdrawal or lifting of any stop order at the earliest possible moment.

Effect of Not Tendering

To the extent Outstanding Notes are tendered and accepted in the exchange offers, the principal amount of Outstanding Notes will be reduced by the amount so tendered and a holder's ability to sell untendered Outstanding Notes could be adversely affected. In addition, after the completion of the exchange offers, the Outstanding Notes will remain subject to restrictions on transfer. Because the Outstanding Notes have not been registered under the U.S. federal securities laws, they bear a legend restricting their transfer absent registration or the availability of a specific exemption from registration. The holders of Outstanding Notes not tendered will have no further registration rights, except that, under limited circumstances, we may be required to file a "shelf" registration statement for a continuous offer of Outstanding Notes.

Accordingly, the Outstanding Notes not tendered may be resold only:

- to us or our subsidiaries;
- pursuant to a registration statement that has been declared effective under the Securities Act;
- for so long as the Outstanding Notes are eligible for resale pursuant to Rule 144A under the Securities Act to a person the seller reasonably believes is a qualified institutional buyer that purchases for its own account or for the account of a qualified institutional buyer to whom notice is given that the transfer is being made in reliance on Rule 144A; or
- pursuant to any other available exemption from the registration requirements of the Securities Act (in which case we and the trustee shall have the right to require the delivery of an opinion of counsel, certifications and/or other information satisfactory to us and the trustee), subject in each of the foregoing cases to any requirements of law that the disposition of the seller's property or the property of such investor account or accounts be at all times within its or their control and in compliance with any applicable state securities laws.

Upon completion of the exchange offers, due to the restrictions on transfer of the Outstanding Notes and the absence of such restrictions applicable to the Exchange Notes, it is likely that the market, if any, for Outstanding Notes will be relatively less liquid than the market for Exchange Notes. Consequently, Holders of Outstanding Notes who do not participate in the exchange offers could experience significant diminution in the value of their Outstanding Notes, compared to the value of the Exchange Notes.

Regulatory Approvals

Other than the U.S. federal securities laws, there are no U.S. federal or state regulatory requirements that we must comply with and there are no approvals that we must obtain in connection with the exchange offers.

Solicitation of Tenders; Fees and Expenses

We will bear the expenses of soliciting tenders and are mailing the principal solicitation. However, our officers and regular employees and those of our affiliates may make additional solicitation by telegraph, telecopy, telephone or in person.

We have not retained any dealer-manager in connection with the exchange offers. We will not make any payments to brokers, dealers, or others soliciting acceptances of the exchange offer. However, we may pay the exchange agent reasonable and customary fees for its services and may reimburse it for its reasonable out-of-pocket expenses.

We will pay the cash expenses incurred in connection with the exchange offers. These expenses include fees and expenses of the exchange agent and trustee, accounting and legal fees and reasonable expenses and printing costs, among others.

Transfer Taxes

We will pay all transfer taxes, if any, required to be paid by us in connection with the exchange of the Outstanding Notes for the Exchange Notes. However, if:

- Exchange Notes are to be delivered to, or issued in the name of, any person other than the registered holder of the Outstanding Notes tendered;
- tendered Outstanding Notes are registered in the name of any person other than the person signing the letter of transmittal; or
- a transfer tax is imposed for any reason other than the exchange of Outstanding Notes in connection with the exchange offers,

then the amount of any such transfer taxes (whether imposed on the registered holder or any other person) will be payable by the tendering holder. If satisfactory evidence of payment of such transfer taxes or exemption from them is not submitted with the letter of transmittal, the amount of such transfer taxes will be billed directly to the tendering holder.

Accounting Treatment

The Exchange Notes will be recorded at the same carrying value as the Outstanding Notes as reflected in our accounting records on the date of the exchange. Accordingly, we will not recognize any gain or loss for accounting purposes upon the completion of the exchange offers. The expenses of the exchange offers that we pay will be charged to expense in accordance with generally accepted accounting principles.

The Exchange Agent

U.S. Bank Trust Company, National Association is serving as the exchange agent for the exchange offers. ALL EXECUTED LETTERS OF TRANSMITTAL SHOULD BE SENT TO THE EXCHANGE AGENT AT THE ADDRESS LISTED BELOW. Questions, requests for assistance and requests for additional copies of this prospectus or the letter of transmittal should be directed to the exchange agent at the address or telephone number listed below.

By Registered or Certified Mail:	U.S. Bank Trust Company, National Association Corporate Actions 111 Fillmore Avenue St. Paul, MN 55107-1402
By Overnight Courier or Regular Mail:	U.S. Bank Trust Company, National Association Corporate Actions 111 Fillmore Avenue St. Paul, MN 55107-1402
By Hand Delivery:	U.S. Bank Trust Company, National Association Corporate Actions 111 Fillmore Avenue St. Paul, MN 55107-1402

Originals of all documents sent by facsimile should be promptly sent to the exchange agent by registered or certified mail, by hand, or by overnight delivery service.

DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

DESCRIPTION OF THE EXCHANGE NOTES

On January 17, 2024, we issued $800,000,000 in aggregate principal amount of 5.650% Outstanding Notes to the initial purchasers, pursuant to an indenture dated January 17, 2024, by and among BGI, the guarantors party thereto and the Trustee (the "5.650% Notes Indenture"). On May 28, 2024, we issued $800,000,000 in aggregate principal amount of 5.800% Outstanding Notes to the initial purchasers, pursuant to an indenture dated May 28, 2024 by and among BGI, the guarantors party thereto and the Trustee (the "5.800 Notes Indenture" and together with the 5.650% Notes Indenture, as each may be amended, restated, supplemented or otherwise modified from time to time, the "Indentures"). The Exchange Notes will be issued as Additional Notes (as defined in the Indentures).

The initial purchasers sold the Outstanding Notes to "qualified institutional buyers," as defined in Rule 144A under the Securities Act. The terms of the Exchange Notes are substantially identical to the terms of the Outstanding Notes, except that the Exchange Notes will not be subject to transfer restrictions or entitled to registration rights, and the additional interest provisions applicable to the Outstanding Notes in some circumstances relating to the timing of the exchange offers will not apply to the Exchange Notes. See "The Exchange Offers — Transferability of the Exchange Notes." In addition, we do not plan to list the Exchange Notes on any securities exchange or seek quotation on any automated quotation system. Any Outstanding Notes that remain outstanding after the exchange offers, together with the Exchange Notes issued in the exchange offers, will be treated as a single class of securities for voting purposes under the Indentures (as defined under the subheading "General" below). References to the "First Priority Notes" refer to the Exchange Notes and, unless the context otherwise requires, the Outstanding Notes.

The following description is a summary of the material provisions of the Indentures. It does not restate the Indentures in their entirety. We urge you to read the Indentures because they, and not this description, define your rights as holders of the Exchange Notes. Copies of the Indentures are available upon request to us at the address indicated under "Where You Can Find More Information." Certain defined terms used in this description but not defined below under "Certain Definitions" have the meanings assigned to them in the Indentures.

The registered holder of a Note will be treated as the owner of such Note for all purposes. Only registered holders will have rights under the Indentures.

General

The following summary of certain provisions of the Indentures, the First Priority Notes, the Security Documents and the Intercreditor Agreement (as defined below) does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all the provisions of the Indentures, the First Priority Notes, the Security Documents, the Intercreditor Agreement and the Registration Rights Agreements, including the definitions of certain terms therein and those made a part thereof by the TIA. Capitalized terms used in this "Description of First Priority Notes" section and not otherwise defined have the meanings set forth in the section "— Certain Definitions." As used in this "Description of First Priority Notes" section, "we," "us" and "our" mean Berry Global Group, Inc. and its Subsidiaries.

BGI may issue additional First Priority Notes from time to time (the "Additional Notes"). Any offering of Additional Notes is subject to the covenant described below under the caption "— Certain Covenants — Liens." The First Priority Notes and any Additional Notes subsequently issued under the Indentures will be treated as a single class for all purposes under the Indentures, including, without limitation, waivers, amendments, redemptions and offers to purchase. Unless the context otherwise requires, for all purposes of the Indentures, the Parent Guarantee, the Subsidiary Guarantees, the Security Documents and this "Description of First Priority Notes," references to the First Priority Notes include any Additional Notes actually issued.

Principal of, premium, if any, and interest on the First Priority Notes will be payable, and the First Priority Notes may be exchanged or transferred, at the office or agency designated by BGI (which initially shall be the designated corporate trust office of the Trustee).

The First Priority Notes will be issued only in fully registered form, without coupons, in minimum denominations of $2,000 and any integral multiple of $1,000. No service charge will be made for any

registration of transfer or exchange of First Priority Notes, but BGI may require payment of a sum sufficient to cover any transfer tax or other similar governmental charge payable in connection therewith.

Terms of the First Priority Notes

The Exchange Notes will be senior obligations of BGI and will have the benefit of the first priority security interest in the Collateral described below under "— Security for the First Priority Notes." The 5.650% Exchange Notes will mature on January 15, 2034. The 5.800% Exchange Notes will mature on June 15, 2031. Each 5.650% Exchange Note will bear interest at 5.650% per annum from January 17, 2024 or from the most recent date to which interest has been paid or provided for, payable semiannually to holders of record at the close of business on January 1 or July 1 immediately preceding the interest payment date on January 15 and July 15 of each year, commencing July 15, 2024. Each 5.800% Exchange Note will bear interest at 5.800% per annum from May 28, 2024 or from the most recent date to which interest has been paid or provided for, payable semiannually to holders of record at the close of business on June 1 or December 1 immediately preceding the interest payment date on June 15 and December 15 of each year, commencing December 15, 2024.

The Exchange Notes will be secured by the Collateral described in the caption "— Security for the First Priority Notes."

Optional Redemption

Prior to the applicable Par Call Date, the First Priority Notes will be redeemable, in whole or in part, at BGI's option, at any time or from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

(1) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming the First Priority Notes matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 25 basis points in the case of the 5.650% Exchange Notes or 20 basis points in the case of the 5.800% Exchange Notes less (b) interest accrued to the date of redemption, and

(2) 100% of the principal amount of the First Priority Notes to be redeemed, plus, in either case, accrued and unpaid interest thereon to the redemption date.

On or after the applicable Par Call Date, the Company may redeem the First Priority Notes, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount of the First Priority Notes being redeemed plus accrued and unpaid interest thereon to the redemption date.

The "Par Call Date" means: (i) October 15, 2033 with respect to the 5.650% Exchange Notes; and (ii) April 15, 2031 with respect to the 5.800% Exchange Notes.

"Treasury Rate" means, with respect to any redemption date, the yield determined by the Company in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the redemption date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily) — H.15" (or any successor designation or publication) ("H.15") under the caption "U.S. government securities — Treasury constant maturities — Nominal" (or any successor caption or heading). In determining the Treasury Rate, the Company shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the redemption date to the Par Call Date (the "Remaining Life"); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields — one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life — and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant

maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the redemption date.

If on the third business day preceding the redemption date H.15 or any successor designation or publication is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such redemption date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company's actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption will be mailed or electronically delivered (or otherwise transmitted in accordance with the depositary's procedures) at least 10 days but not more than 60 days before the redemption date to each holder of notes to be redeemed.

In the case of a partial redemption, selection of the First Priority Notes for redemption will be made pro rata, by lot or by such other method as the Trustee in its sole discretion deems appropriate and fair. No notes of a principal amount of $2,000 or less will be redeemed in part. If any note is to be redeemed in part only, the notice of redemption that relates to the note will state the portion of the principal amount of the note to be redeemed. A new note in a principal amount equal to the unredeemed portion of the note will be issued in the name of the holder of the note upon surrender for cancellation of the original note. For so long as the First Priority Notes are held by DTC (or another depositary), the redemption of the First Priority Notes shall be done in accordance with the policies and procedures of the depositary.

Unless the Company defaults in payment of the redemption price, on and after the redemption date interest will cease to accrue on the notes or portions thereof called for redemption.

Mandatory Redemption; Offers to Purchase; Open Market Purchases

BGI is not required to make any mandatory redemption or sinking fund payments with respect to the First Priority Notes. However, under certain circumstances, BGI may be required to offer to purchase First Priority Notes as described under the captions "— Change of Control Triggering Event." We may at any time and from time to time purchase First Priority Notes in the open market or otherwise.

Ranking

The Indebtedness evidenced by the First Priority Notes will be senior Indebtedness of BGI, will be equal in right of payment to all existing and future Pari Passu Indebtedness, will be senior in right of payment to all existing and future Subordinated Indebtedness of BGI and will have the benefit of the security interest in the Collateral described below under "— Security for the First Priority Notes." Pursuant to the Security Documents and the Intercreditor Agreement, the First Priority Notes will be secured by first priority (subject to Permitted Liens and to exceptions described under "— Security for the First Priority Notes") security interests on the Collateral owned by BGI and Guarantors.

The Indebtedness evidenced by the Subsidiary Guarantees will be senior Indebtedness of the applicable Subsidiary Guarantor, will be equal in right of payment to all existing and future Pari Passu Indebtedness of such Subsidiary Guarantor and will be senior in right of payment to all existing and future Subordinated Indebtedness of such Subsidiary Guarantor and will have the benefit of the security interest in the Collateral described below. Pursuant to the Security Documents and the Intercreditor Agreement, while in effect, the security interests securing the Subsidiary Guarantees will be first priority (subject to Permitted Liens and to exceptions described under "— Security for the First Priority Notes") security interests on the Collateral owned by BGI and the Guarantors.

At June 29, 2024, after giving effect to the offering and issuance of all of the Outstanding Notes, and the application of the proceeds therefrom,

(1) BGI and its Subsidiaries would have had $7,905 million of Secured Indebtedness outstanding (excluding $1,000 million of letters of credit and additional availability under our revolving credit facility) constituting First Priority Lien Obligations;

(2) BGI and its Subsidiaries would have had $8,696 million of Secured Indebtedness outstanding (excluding $1,000 million of letters of credit and additional availability under our revolving credit facility); and

(3) BGI and its Subsidiaries would have had $791 million of Second Priority Obligations.

The Indentures do not limit the Incurrence of Indebtedness by BGI and its Restricted Subsidiaries and the issuance of Disqualified Stock and Preferred Stock by the Restricted Subsidiaries. Although the Indentures limit the Incurrence of Secured Indebtedness by BGI and its Restricted Subsidiaries, such limitation is subject to a number of significant qualifications and exceptions. Such Secured Indebtedness may constitute First Priority Lien Obligations. See "— Certain Covenants — Liens."

A significant portion of the operations of the Company is conducted through its Subsidiaries. Unless a Subsidiary is a Subsidiary Guarantor, claims of creditors of such Subsidiary, including trade creditors, and claims of preferred stockholders (if any) of such Subsidiary generally will have priority with respect to the assets and earnings of such Subsidiary over the claims of creditors of BGI, including holders of the First Priority Notes. The First Priority Notes, therefore, will be effectively subordinated to creditors (including trade creditors) and preferred stockholders (if any) of Subsidiaries of BGI that are not Subsidiary Guarantors. For the fiscal year ended September 30, 2023, and the three fiscal quarters ended June 29, 2024, the non-guarantor subsidiaries had net sales of $6,004 million and $4,275 million, respectively, and, as of September 30, 2023 and June 29, 2024, (x) held $8,615 million and $8,600 million, respectively, of total assets and (y) had $1,737 million and $1,637 million, respectively, of total liabilities.

The Indebtedness evidenced by the Parent Guarantee will be senior Indebtedness of the Parent Guarantor, will be equal in right of payment to all existing and future Parent Pari Passu Indebtedness and will be senior in right of payment to all existing and future Parent Subordinated Indebtedness. The Parent Guarantee will not be secured by any lien on the Parent Guarantor's property or assets. See "Risk Factors."

Security for the First Priority Notes

The First Priority Notes and the Subsidiary Guarantees will be secured by first priority security interests in the Collateral (subject to Permitted Liens). The Collateral, which also secures the other First Priority Lien Obligations on a ratable basis, consists of substantially all of the property and assets, in each case, that are held by BGI or any of the Subsidiary Guarantors, subject to the exceptions described below. The Collateral does not include (i) any property or assets owned by the Parent Guarantor or any Subsidiaries of BGI that are not Subsidiary Guarantors (including Foreign Subsidiaries and Qualified CFC Holding Companies), (ii) any license, contract or agreement of BGI or any of the Subsidiary Guarantors, if and only for so long as the grant of a security interest under the Security Documents would result in a breach or default under, or abandonment, invalidation or unenforceability of, that license, contract or agreement, (iii) any vehicle covered by a certificate of title or ownership, (iv) any deposit accounts, securities accounts or cash, (v) any real property held by BGI or any of BGI's Subsidiaries under a lease or any real property that does not secure the other First Priority Lien Obligations, (vi) certain other exceptions described in the Security Documents, (vii) any equity interests or other securities of any of BGI's Subsidiaries to the extent

that the pledge of such securities results in BGI's being required to file separate financial statements of such Subsidiary with the SEC, but only to the extent necessary to not be subject to such requirement and only for so long as such requirement is in existence and (viii) equity interests of Foreign Subsidiaries, Qualified CFC Holdings Companies owned by BGI or any Subsidiary Guarantor, or the equity interests of Berry Plastics Acquisition Corporation II or Berry Plastics Acquisition Corporation XIV, LLC, in each case other than a pledge of 65% of the outstanding equity interests of (a) each "first tier" Foreign Subsidiary directly owned by BGI or any Subsidiary Guarantor (other than NIM Holdings Limited, Berry Plastics Asia Ptc. Ltd. And Ociesse s.r.l.) and (b) each "first tier" Qualified CFC Holding Company directly owned by BGI or any Subsidiary Guarantor. In addition, in the event that Rule 3-16 of Regulation S-X under the Securities Act and the Exchange Act (or any successor regulation) is amended, modified or interpreted by the SEC to require (or is replaced with another rule or regulation or any other law, rule or regulation is adopted, which would require) the filing with the SEC (or any other governmental agency) of separate financial statements of any Subsidiary of BGI due to the fact that such Subsidiary's securities secure the First Priority Notes, then the securities of such Subsidiary will not be subject to the Liens secured the First Priority Notes and will automatically be deemed not to be part of the Collateral but only to the extent necessary not to be subject to such requirement and only for so long as required to not be subject to the requirement In the event that Rule 3-16 of Regulation S-X under the Securities Act and the Exchange Act (or any successor regulation) is amended, modified or interpreted by the SEC to permit (or is replaced with another rule or regulation, or any other law, rule or regulation is adopted, which would permit) such Subsidiary's securities to secure the First Priority Notes in excess of the amount then pledged without the filing with the SEC (or any other governmental agency) of separate financial statements of such Subsidiary, then the securities of such Subsidiary will automatically be deemed to be a part of the Collateral but only to the extent permitted to not be subject to any such financial statement requirement Except for securities or other equity interests of certain of our Domestic Subsidiaries or "first tier" Foreign Subsidiaries described above and for certain accounts and cash as described in the Revolving Credit Agreement, the foregoing excluded property and assets do not secure the First Priority Lien Obligations. In addition, the applicable Revolving Facility Obligations will be secured by the assets of Canadian Subsidiaries of BGI. Such Canadian Subsidiaries will not provide guarantees or Collateral for the note obligations. The security interests securing the First Priority Notes will be subject to all other Permitted Liens. The First Priority Lien Obligations include Secured Bank Indebtedness and related obligations, as well as certain Hedging Obligations and certain other obligations in respect of cash management services, First Priority Dollar Notes Obligations and First Priority Euro Notes Obligations. The Persons holding other First Priority Lien Obligations may have rights and remedies with respect to the property subject to such Liens that, if exercised, could adversely affect the value of the Collateral or the ability of the Collateral Agent to realize or foreclose on the Collateral on behalf of holders of the First Priority Notes. BGI and the Subsidiary Guarantors are and will be able to incur additional indebtedness in the future that could share in the Collateral, including additional First Priority Lien Obligations. The amount of such First Priority Lien Obligations and additional Indebtedness is and will be limited by the covenant described under "— Certain Covenants — Liens." Under certain circumstances, the amount of such First Priority Lien Obligations could be significant.

Notwithstanding the foregoing, the Indenture or the Security Documents provide that BGI and the Subsidiary Guarantors shall use commercially reasonable efforts to deliver to the Trustee and Collateral Agent as promptly as reasonably practicable after the Issue Date but in any event within 120 days of the Issue Date, (a) (i) counterparts of each mortgage or mortgage amendment, as applicable, to be entered into with respect to each Real Property that also secures the other First Priority Lien Obligations duly executed and delivered by the record owner of such Real Property sufficient to grant to the Collateral Agent for its benefit and the benefit of the Trustee and the holders of the First Priority Notes a valid first priority mortgage lien on such Real Property and otherwise suitable for recording or filing, which mortgage or mortgage amendment, as applicable, may be in a form consistent with such mortgages securing the other First Priority Lien Obligations previously delivered and shall otherwise be in form and substance acceptable to the Collateral Agent, and (ii) opinions and such other documents including, but not limited to, any consents, agreements and confirmations of third parties with respect to any such mortgage or mortgage amendment, as applicable, in each case consistent in form and substance with such documents as have been previously delivered in connection with the other First Priority Lien Obligations, and (b) title insurance policies or title insurance date-downs, as applicable, in each case consistent in form and substance with such title insurance

policies as have been previously delivered in connection with the other First Priority Lien Obligations, and paid for by the Company issued by a nationally recognized title insurance company (which may be the same as the title insurance company or companies insuring the mortgages securing the other First Priority Lien Obligations) insuring the lien of each Mortgage, as a valid first priority lien on such Real Property to be entered into on or after the Issue Date as a valid Lien on the applicable property described therein, free of any other liens, except for Permitted Liens, together with such customary endorsements, and with respect to any such property located in a state in which a zoning endorsement is not available, a zoning compliance letter from the applicable municipality in a form acceptable to the Collateral Agent.

After-Acquired Collateral

Subject to certain limitations and exceptions (including the exclusions of any securities or other equity interests of any of BGI's Subsidiaries), if BGI or any Subsidiary Guarantor creates any additional security interest upon any First Priority After-Acquired Property, it must concurrently grant a first priority security interest (subject to Permitted Liens, including the first priority liens that secure obligations in respect of the other First Priority Lien Obligations) upon such property as security for the First Priority Notes. Also, if granting a security interest in such property requires the consent of a third party, BGI will use commercially reasonable efforts to obtain such consent with respect to the first priority security interest for the benefit of the Collateral Agent on behalf of the holders of the First Priority Notes. If such third party does not consent to the granting of the first priority security interest after the use of such commercially reasonable efforts, the applicable entity will not be required to provide such security interest.

Security Documents and Intercreditor Agreements

BGI, the Subsidiary Guarantors and the Collateral Agent entered into one or more Security Documents defining the terms of the security interests that secure the First Priority Notes, the Subsidiary Guarantees and the other Note Obligations. These security interests secure the payment and performance when due of all of the Obligations of BGI and the Subsidiary Guarantors under the First Priority Notes, the Indenture, the Subsidiary Guarantees and the Security Documents, as provided in the Security Documents. The Collateral Agent acts as a collateral agent on behalf of the Trustee and the holders of the First Priority Notes.

Senior Lender Intercreditor Agreement and Senior Fixed Collateral Intercreditor Agreement

The Term Facility Administrative Agent, the Term Loan Collateral Agent, the Revolving Facility Administrative Agent, the Revolving Facility Collateral Agent, the Company, the Subsidiaries of the Company named therein and Berry Global Group, Inc. entered into the Senior Lender Intercreditor Agreement, as was previously supplemented in connection with the issuance of the First Priority Dollar Notes and the First Priority Euro Notes Obligations, which may be amended from time to time without the consent of the holders of the First Priority Notes to add other parties holding Other First Priority Lien Obligations permitted to be incurred under the Revolving Credit Agreement, the Term Loan Credit Agreement, the Senior Fixed Collateral Intercreditor Agreement and the Senior Lender Intercreditor Agreement. On the Issue Date, the Collateral Agent will join the Senior Lender Intercreditor Agreement. The Senior Lender Intercreditor Agreement allocates the benefits of any Collateral between the holders of the Revolving Facility Obligations on the one hand and the holders of the Senior Fixed Obligations on the other hand.

The Term Facility Administrative Agent, the Term Loan Collateral Agent, the Company, the Subsidiaries of the Company named therein, and Berry Global Group, Inc. also entered into the Senior Fixed Collateral Intercreditor Agreement as was previously supplemented in connection with the issuance of the First Priority Dollar Notes and the First Priority Euro Notes Obligations, which may be amended from time to time without the consent of the holders of the First Priority Notes to add other parties holding Other First Priority Lien Obligations permitted to be incurred under the Term Loan Credit Agreement, Senior Lender Intercreditor Agreement and the Senior Fixed Collateral Intercreditor Agreement. On the Issue Date, the Collateral Agent will join the Senior Fixed Collateral Intercreditor Agreement. As described below, the Senior Fixed Collateral Intercreditor Agreement allocates the benefits of the Common Collateral among the holders of the Senior Fixed Obligations, including the Note Obligations, the First Priority Dollar Notes Obligations, the First Priority Euro Notes Obligations and the Term Loan Obligations.

Until Discharge of the Senior Secured Obligations of a particular Class, (a) the Applicable Collateral Agent shall have the sole right to act or refrain from acting with respect to the Senior Secured Obligations Collateral of such Class, (b) the Collateral Agent, the Term Loan Collateral Agent, the Revolving Facility Collateral Agent and each collateral agent of any Series of Other First Priority Lien Obligations shall not follow any instructions with respect to such Senior Secured Obligations Collateral from any Junior Representative or from any Junior Secured Obligations Secured Parties, and (c) the Junior Representative and the Junior Secured Obligations Secured Parties will not and will not instruct the Applicable Collateral Agent, the Collateral Agent, the Term Loan Collateral Agent or the Revolving Facility Collateral Agent to commence any judicial or non-judicial foreclosure proceedings with respect to, seek to have a trustee, receiver, liquidator or similar official appointed for or over, attempt any action to take possession of, exercise any right, remedy or power with respect to, or otherwise take any action to enforce its interests in or realize upon, or take any other action available to it in respect of, the Junior Secured Obligations Collateral of such Class.

If a First Priority Event of Default has occurred and is continuing and the Revolving Facility Collateral Agent, the Term Loan Collateral Agent, the Collateral Agent or any other collateral agent representing holders of any Series of Other First Priority Lien Obligations is taking action to enforce rights in respect of any Collateral, or any distribution is made in respect of any Collateral in any Bankruptcy Case of BGI or any Subsidiary Guarantor, the proceeds of any sale, collection or other liquidation of any such Collateral, and proceeds of any such distribution (subject, in the case of any such distribution, to the third paragraph immediately following) shall be applied as follows:

(i) In the case of Collateral other than Revolving Facility Senior Collateral,

FIRST, to the Applicable Fixed Collateral Agent for distribution in accordance with the Senior Fixed Collateral Intercreditor Agreement, and

SECOND, to the payment in full of the Revolving Facility Obligations; and

(ii) In the case of Revolving Facility Senior Collateral,

FIRST, to the payment in full of the Revolving Facility Obligations, and

SECOND, to the Applicable Fixed Collateral Agent for distribution in accordance with the Senior Fixed Collateral Intercreditor Agreement.

The Senior Fixed Collateral Intercreditor Agreement provides that if a First Priority Event of Default has occurred and is continuing and the Applicable Fixed Collateral Agent is taking action to enforce rights in respect of any Common Collateral, or any distribution is made with respect to any Common Collateral in any Bankruptcy Case of BGI or any Subsidiary Guarantor, the proceeds of any sale, collection or other liquidation of any such Collateral by the Applicable Fixed Collateral Agent (or received by the Applicable Fixed Collateral Agent pursuant to the Senior Lender Intercreditor Agreement as a result of any action by the Revolving Facility Collateral Agent), as applicable, and proceeds of any such distribution (subject, in the case of any such distribution, to the paragraph immediately following) to which the Senior Fixed Obligations are entitled under the Senior Lender Intercreditor Agreement shall be applied among the Senior Fixed Obligations as follows:

(i) In the case of Common Perfected Collateral, to the payment in full of the Senior Fixed Obligations on a ratable basis, and

(ii) In the case of Common Collateral other than Common Perfected Collateral, first to each Representative of each Series of holders of Senior Fixed Obligations that has at any time held a perfected security interest in such Collateral which security interest is not subject to avoidance as a preference under the Bankruptcy Code until each such Series of Senior Fixed Obligations has been paid in full, and in the case of more than one Series, on a ratable basis, and second to each Representative of each other Series of holders of Senior Fixed Obligations for whom such Collateral constitutes Common Collateral, on a ratable basis until each such Series has been paid in full.

Notwithstanding the foregoing, with respect to any Common Collateral in respect of which a third party has a security interest or lien that has been perfected prior the date of joinder of any Series of Other

First Priority Lien Obligations (as applicable) or a lien that has become effective prior to the date of joinder of any Series of Other First Priority Lien Obligations (as applicable) that is junior in priority to the security interest of the Term Loan Collateral Agent but senior (as determined by appropriate legal proceedings in the case of any dispute) to the security interest of the Collateral Agent or any Note Secured Parties and/or any other Representative of the holders of any Other First Priority Lien Obligations or the other related secured parties of any Other First Priority Lien Obligations (such third party an "Intervening Creditor"), the value of any Collateral or proceeds which are allocated to such Intervening Creditor shall be deducted on a ratable basis solely from the Common Collateral or proceeds to be distributed to the Collateral Agent and/ or such other Representative in respect of Other First Priority Lien Obligations and their respective secured parties that are junior in priority to such Intervening Creditor.

In addition, the Senior Lender Intercreditor Agreement provides that if Holdings or any of its subsidiaries is subject to a Bankruptcy Case:

(1) if Holdings or any of its subsidiaries shall, as debtor(s)-in-possession, move for approval of financing ("DIP Financing") to be provided by one or more lenders (the "DIP Lenders") under Section 364 of the Bankruptcy Code or the use of cash collateral under Section 363 of the Bankruptcy Code, each Junior Secured Obligations Secured Party will agree not to object to such financing, to the Liens on the Senior Secured Obligations Collateral securing the same ("DIP Financing Liens") or to the use of cash collateral that constitutes Senior Secured Obligations Collateral, unless the Senior Secured Obligations Secured Parties of any Series or an authorized representative of the Senior Secured Obligations Secured Parties of such Series, shall oppose or object to such DIP Financing, DIP Financing Liens or use of cash collateral (and, to the extent that such DIP Financing Liens are senior to, or rank *pari passu* with, the Liens on any such Senior Secured Obligations Collateral pursuant to the Security Documents, the Bank Agreement Security Documents or any other security documents with respect to Other First Priority Lien Obligations, the Junior Representative will, for itself and on behalf of the other Junior Secured Obligations Secured Parties, confirm the priorities with respect to such Collateral as set forth in the Senior Lender Intercreditor Agreement) so long as the Junior Secured Obligations Secured Parties retain the benefit of such Liens on all Junior Secured Obligations Collateral, including proceeds thereof arising after the commencement of such proceeding, with the same priority vis-à-vis the Senior Secured Obligations Secured Parties (other than with respect to any DIP Financing Liens) as existed prior to the commencement of the case under the Bankruptcy Code;

(2) each Junior Secured Obligations Secured Party will not object to or oppose a sale or other disposition of any Senior Secured Obligations Collateral (or any portion thereof) under Section 363 of the Bankruptcy Code or any other provision of the Bankruptcy Code if the Senior Secured Obligations Secured Parties of any Series shall have consented to such sale or disposition of such Senior Secured Obligations Collateral; and

(3) each Junior Representative and each Junior Secured Obligations Secured Party will agree that if (i) Holdings or any of its subsidiaries shall become subject to a Bankruptcy Case, (ii) any Senior Secured Obligations are determined to be unsecured in part for purposes of Section 506(a) of the Bankruptcy Code, but would not have been deemed unsecured in part for such purposes, or would have been deemed to be unsecured in part by a lesser amount for such purposes, if each Series of the Senior Secured Obligations had been subject to a separate first priority perfected lien on the Senior Secured Obligations Collateral and each Series of Junior Secured Obligations had been secured by a separate second priority perfected lien on such Collateral, or if any such Liens which are documented in a single agreement had been documented in separate agreements (such arrangements being referred to as "Separate Security Arrangements"), and (iii) any payment or distribution is made in respect of such Senior Secured Obligations Collateral to or for the benefit or account of any Junior Secured Obligations Secured Parties (and such payment being a "Junior Payment"), then each Junior Representative and the Junior Secured Obligations Secured Parties (on a ratable basis) shall hold such Junior Payment (to the extent of the Excess Amount (as defined below)) in trust for the benefit of the Senior Secured Obligations Secured Parties and shall immediately pay and turn over to the Senior Representative, for the benefit of the Senior Secured Obligations Secured Parties (or, to the extent that such payment or distribution has been made to the Collateral Agent, the Term Loan Collateral Agent, the Revolving Facility Collateral Agent, or each collateral agent of any Series of Other First Priority Lien Obligations,

such collateral agent shall so hold and pay such amount), an amount equal to the lesser of (A) the Junior Payment and (B) the additional amount that would have been paid, payable or distributed to the Senior Secured Obligations Secured Parties if Separate Security Arrangements has been utilized (the lesser of (A) and (B) being the "Excess Amount").

If Holdings or any of its subsidiaries shall become subject to any Bankruptcy Case, the Senior Fixed Collateral Intercreditor Agreement provides that (1) if Holdings or any of its subsidiaries shall, as debtor(s)-in-possession, move for approval of financing (the "DIP Financing") to be provided by one or more lenders (the "DIP Lenders") under Section 364 of the Bankruptcy Code or the use of cash collateral under Section 363 of the Bankruptcy Code, each Senior Fixed Obligations Secured Party will agree not to object to any such financing or to the Liens on Common Collateral securing the same (the "DIP Financing Liens") or to any use of cash collateral that constitutes Common Collateral, unless the Term Loan Secured Parties, or a representative authorized by the Term Loan Secured Parties, shall then oppose or object to such DIP Financing or such DIP Financing Liens or use of cash collateral (and, (1) to the extent that such DIP Financing Liens are senior to the Liens on any such Common Collateral granted pursuant to the Senior Fixed Obligations security documents, each Representative for the Senior Fixed Obligations will, for itself and on behalf of the other Senior Fixed Obligations Secured Parties that it represents, subordinate its Liens with respect to such Collateral on the same terms as the Liens of the Term Loan Secured Parties (other than any Liens of the Term Loan Secured Parties constituting DIP Financing Liens) are subordinated thereto, and (2) to the extent that such DIP Financing Liens rank *pari passu* with the Liens on any such Common Collateral granted pursuant to the Senior Fixed Obligations security documents, each Representative for the Senior Fixed Obligations will, for itself and on behalf of the other Senior Fixed Obligations Secured Parties that it represents, confirm the priorities with respect to such Common Collateral as set forth in the Senior Fixed Collateral Intercreditor Agreement), in each case so long as:

(A) the Senior Fixed Obligations Secured Parties retain the benefit of their Liens on all such Common Collateral pledged to the DIP Lenders, including proceeds thereof arising after the commencement of such proceeding, with the same priority vis-à-vis all the other Senior Fixed Obligations Secured Parties (other than any Liens of the Term Loan Secured Parties constituting DIP Financing Liens) as existed prior to the commencement of the Bankruptcy Case,

(B) the Senior Fixed Obligations Secured Parties are granted Liens on any additional collateral pledged to the Term Loan Secured Parties or any other Senior Fixed Obligations Secured Parties as adequate protection or otherwise in connection with such DIP Financing or use of cash collateral, with the same priority vis-à-vis the Term Loan Secured Parties as set forth in the Senior Fixed Collateral Intercreditor Agreement,

(C) if any amount of such DIP Financing or cash collateral is applied to repay any of the Senior Fixed Obligations, such amount is applied pursuant to the immediately preceding clauses (i) and (ii) above, and

(D) if the Term Loan Secured Parties are granted adequate protection, including in the form of periodic payments, in connection with such DIP Financing or use of cash collateral, the proceeds of such adequate protection is applied pursuant to the immediately preceding clauses (i) and (ii) above;

provided that the Senior Fixed Obligations Secured Parties of each Series shall have a right to object to the grant of a Lien to secure the DIP Financing over any Collateral subject to Liens in favor of the Senior Fixed Obligations Secured Parties of such Series or its representative that shall not constitute Common Collateral; and *provided*, *further*, that the Term Loan Secured Parties shall not object to any other Senior Fixed Obligations Secured Party receiving adequate protection comparable to any adequate protection granted to the Term Loan Secured Parties in connection with a DIP Financing or use of cash collateral.

Second Priority Intercreditor Agreement

The Existing Second Priority Notes Trustee, the Existing Second Priority Notes Collateral Agent, the Term Facility Administrative Agent, the Term Loan Collateral Agent, the Revolving Facility Administrative Agent, the Revolving Facility Collateral Agent, the Company, the Subsidiaries of the Company party

thereto and Berry Global Group, Inc. entered into the Second Priority Intercreditor Agreement, as was previously supplemented in connection with the issuance of the First Priority Dollar Notes and the First Priority Euro Notes Obligations and as will be supplemented through the execution and delivery of a joinder agreement by the Collateral Agent, the Trustee, the Term Facility Administrative Agent, the Term Loan Collateral Agent, the Revolving Facility Administrative Agent, the Revolving Facility Collateral Agent, Berry Global Group, Inc. (formerly known as Berry Plastics Group, Inc.), the Existing Second Priority Notes Trustee, the Existing Second Priority Notes Collateral Agent, the Company and the Subsidiary Guarantors, which may be amended from time to time to add other parties holding second-priority secured Obligations and Other First Priority Lien Obligations permitted to be incurred under the Revolving Credit Agreement, the Term Loan Credit Agreement, the Existing Second Priority Notes Indentures, any other credit agreement, indenture or similar agreement relating to Other First Priority Lien Obligations or other second-priority secured Obligations, the Senior Lender Intercreditor Agreement, the Senior Fixed Collateral Intercreditor Agreement and the Second Priority Intercreditor Agreement. Under the Second Priority Intercreditor Agreement, so long as the Discharge of Senior Claims has not occurred, the Collateral and any other collateral in respect of the second-priority secured Obligations or proceeds thereof received in connection with the sale or other disposition of, or collection on, such Collateral or other collateral upon the exercise of remedies as a secured party, shall be applied by the First Lien Agents to the First Priority Lien Obligations in such order as specified in the relevant documents covering the First Priority Lien Obligations until the Discharge of Senior Claims has occurred.

In addition, the Second Priority Intercreditor Agreement provides that (1) prior to the Discharge of Senior Claims, the holders of First Priority Lien Obligations and the First Lien Agents shall have the exclusive right to enforce rights, exercise remedies (including setoff and the right to credit bid their debt) and make determinations regarding the release, disposition or restrictions with respect to Collateral without any consultation with or the consent of the Existing Second Priority Notes Trustee, the holders of the Existing Second Priority Notes, or the agent, trustee or holders of any other second-priority secured Obligations and (2) the Second Priority Intercreditor Agreement may be amended, without the consent of the Existing Second Priority Notes Trustee, First Lien Agents, any holder of First Priority Lien Obligations, the holders of the Existing Second Priority Notes, or the agent, trustee or holders of any other second-priority secured Obligations to add additional secured creditors holding other second-priority secured Obligations (or any agent or trustee therefor) so long as such other Obligations are not prohibited by the provisions of the Credit Agreements, the Indenture, the Existing Second Priority Notes Indentures, the First Priority Dollar Notes Indentures, the First Priority Euro Notes Indenture or any other credit agreement, indenture or other similar agreement relating to other First Priority Lien Obligations or Other Second- Lien Obligations and (3) so long as the Discharge of Senior Lender Claims has not occurred, without the prior written consent of the First Lien Agents and the required lenders under each series of the First Priority Lien Obligations, no Security Document or security document with respect to Other Second-Lien Obligations may be amended, supplemented or otherwise modified or entered into to the extent such amendment, supplement or modification, or the terms of any such new Security Document or security document, would be prohibited by or inconsistent with any of the terms of the Intercreditor Agreement. Any such additional party, the First Lien Agents, the Existing Second Priority Notes Trustee shall be entitled to rely on the determination of officers of BGI that such modifications do not violate the provisions of the Credit Agreements, the Indenture, the Existing Second Priority Notes Indentures, the First Priority Dollar Notes Indentures or the First Priority Euro Notes Indenture if such determination is set forth in an Officers' Certificate delivered to such party, the First Lien Agents, the Existing Second Priority Notes Trustee; *provided*, *however*, that such determination will not affect whether or not BGI has complied with its undertakings in the Indenture, the Credit Agreements, the Security Documents, the Bank Agreement Security Documents, the Existing Second Priority Notes Indentures and the security documents related thereto or the Second Priority Intercreditor Agreement.

In addition, the Second Priority Intercreditor Agreement provides that:

(1) if BGI or any Subsidiary Guarantor is subject to any insolvency or liquidation proceeding and any of the First Lien Agents shall desire to permit the use of cash collateral or to permit BGI or any Subsidiary Guarantor to obtain debtor-in-possession financing under Section 363 or Section 364 of the Bankruptcy Code or any similar provision in any Bankruptcy Law ("DIP Financing"), then the Existing Second Priority Notes Trustee and the holders of Existing Second Priority Notes

agree not to object to or support any objection to and will not otherwise contest (a) such use of cash collateral or DIP Financing and will not request adequate protection or any other relief in connection therewith (except to the extent permitted by clause 3 below) and, to the extent the Liens securing the First Priority Lien Obligations are subordinated or *pari passu* with such DIP Financing, will subordinate its Liens in the Collateral to such DIP Financing (and all Obligations relating thereto) on the same basis as the other Liens securing the Obligations under the Existing Second Priority Notes are so subordinated to the Liens securing First Priority Lien Obligations under the Second Priority Intercreditor Agreement; (b) any motion for relief from the automatic stay or from any injunction against foreclosure or enforcement in respect of the First Priority Lien Obligations made by any First Lien Agent or any holder of such obligations; (c) any lawful exercise by any holder of First Priority Lien Obligations of the right to credit bid such obligations at any sale in foreclosure of Senior Lender Collateral; (d) any other request for judicial relief made in any court by any holder of First Priority Lien Obligations relating to the lawful enforcement of any Lien on Senior Lender Collateral; or (e) any order relating to a sale of assets of BGI or any Subsidiary Guarantor for which any First Lien Agent has consented that provides, to the extent the sale is to be free and clear of Liens, that the Liens securing the First Priority Lien Obligations and the Existing Second Priority Notes will attach to the proceeds of the sale on the same basis of priority as the Liens securing the Senior Secured Obligations due to the Liens securing the Existing Second Priority Notes in accordance with the Second Priority Intercreditor Agreement;

(2) until the Discharge of Senior Claims, each of the Existing Second Priority Notes Trustee, on behalf of itself and each holder of Existing Second Priority Notes, will not seek relief from the automatic stay or any other stay in any insolvency or liquidation proceeding in respect of the Collateral, without the prior written consent of all First Lien Agents and the required lenders under each series of the First Priority Lien Obligations;

(3) the Existing Second Priority Notes Trustee, on behalf of itself and each holder of Existing Second Priority Notes, will not contest (or support any other Person contesting) (a) any request by any First Lien Agent or the holders of First Priority Lien Obligations for adequate protection or (b) any objection by any First Lien Agent or the holders of First Priority Lien Obligations to any motion, relief, action or proceeding based on such First Lien Agent's or the holders of First Priority Lien Obligations' claiming a lack of adequate protection. Notwithstanding the foregoing, in any insolvency or liquidation proceeding, (i) if the holders of First Priority Lien Obligations (or any subset thereof) are granted adequate protection in the form of additional collateral in connection with any DIP Financing or use of cash collateral under Section 363 or Section 364 of the Bankruptcy Code or any similar Bankruptcy Law, then the Existing Second Priority Notes Trustee on behalf of itself and each holder of Existing Second Priority Notes (A) may seek or request adequate protection in the form of a replacement Lien on such additional collateral, which Lien is subordinated to the Liens securing the First Priority Lien Obligations and such DIP Financing (and all Obligations relating thereto) on the same basis as the other Liens securing the Existing Second Priority Notes are so subordinated to the Liens securing First Priority Lien Obligations under the Second Priority Intercreditor Agreement and (B) agrees that it will not seek or request, and will not accept, adequate protection in any other form, and (ii) in the event the Existing Second Priority Notes Trustee on behalf of itself or any holder of Existing Second Priority Notes seeks or requests adequate protection and such adequate protection is granted in the form of additional collateral, then the Existing Second Priority Notes Trustee, on behalf of itself or the holders of the Existing Second Priority Notes, as applicable, agree that the First Lien Agents shall also be granted a senior Lien on such additional collateral as security for the applicable First Priority Lien Obligations and any such DIP Financing and that any Lien on such additional collateral securing the Existing Second Priority Notes, as applicable, shall be subordinated to the Liens on such collateral securing the First Priority Lien Obligations and any such DIP Financing (and all Obligations relating thereto) and any other Liens granted to the holders of First Priority Lien Obligations as adequate protection on the same basis as the other Liens securing the Existing Second Priority Notes are so subordinated to such Liens securing First Priority Lien Obligations under the Second Priority Intercreditor Agreement; and

(4) until the Discharge of Senior Claims has occurred, each of the Existing Second Priority Notes Trustees on behalf of itself and each holder of Existing Second Priority Notes (i) will not assert or enforce any claim under Section 506(c) of the Bankruptcy Code senior to or on a parity with the Liens securing the First Priority Lien Obligations for costs or expenses of preserving or disposing of any Collateral, and (ii) will waive any claim it may now or hereafter have arising out of the election by any holder of First Priority Lien Obligations of the application of Section 1111(b)(2) of the Bankruptcy Code.

Subject to the terms of the Security Documents and Intercreditor Agreements, BGI and the Subsidiary Guarantors have the right to remain in possession and retain exclusive control of the Collateral securing the First Priority Notes (other than any cash, securities, obligations and Cash Equivalents constituting part of the Collateral and deposited with the applicable First Lien Agent in accordance with the provisions of the Security Documents and other than as set forth in the Security Documents) and to freely operate the Collateral and to collect, invest and dispose of any income therefrom.

The proceeds from the sale of the Collateral may not be sufficient to satisfy the obligations owed to the holders of the First Priority Notes. By its nature some or all of the Collateral is and will be illiquid and may have no readily ascertainable market value. Accordingly, the Collateral may not be able to be sold in a short period of time, if salable. See "Risk Factors — Risks Related to the Exchange Notes — It may be difficult to realize the value of the collateral securing the Notes."

The holders of the First Priority Notes will not be entitled to the benefits of the Intercreditor Agreements with respect to any property of BGI and the Subsidiary Guarantors other than property constituting Collateral.

Release of Collateral

BGI and the Subsidiary Guarantors are entitled to the releases of property and other assets included in the Collateral from the Liens securing the First Priority Notes under any one or more of the following circumstances:

(1) to enable us to consummate the disposition of such property or assets to the extent not prohibited by the Indentures;

(2) in the case of a Subsidiary Guarantor that is released from its Subsidiary Guarantee with respect to the First Priority Notes, the release of the property and assets of such Subsidiary Guarantor;

(3) as described under "— Amendments and Waivers" below; or

(4) to the extent required by the terms of the Intercreditor Agreement.

Upon any release of the first priority security interests in the Collateral, the Collateral Agent shall receive an Officers' Certificate and Opinion of Counsel certifying that such release is authorized and permitted under the Indenture and the Security Documents.

Subsidiary Guarantees and Parent Guarantee

Each of (i) the Parent Guarantor and (ii) BGI's direct and indirect Restricted Subsidiaries that are Domestic Subsidiaries that guarantee Indebtedness under the Credit Agreements will jointly and severally irrevocably and unconditionally guarantee on a senior basis the performance and punctual payment when due, whether at Stated Maturity, by acceleration or otherwise, of all obligations of BGI under the Indentures and the First Priority Notes, whether for payment of principal of, premium, if any, or interest on the First Priority Notes, expenses, indemnification or otherwise (all such obligations being herein called the "Guaranteed Obligations"). The Guaranteed Obligations of each Subsidiary Guarantor will be secured by first priority security interests (subject to Permitted Liens) in the Collateral owned by such Subsidiary Guarantor. The Parent Guarantee will not be secured by any lien on the Parent Guarantor's assets. Each of the Parent Guarantor and the Subsidiary Guarantors will agree to pay, in addition to the amount stated above, any and all expenses (including reasonable counsel fees and expenses) incurred by the Collateral Agent, the Trustee or the holders in enforcing any rights under the Parent Guarantee or Subsidiary Guarantees, as applicable.

Each Subsidiary Guarantee will be limited in amount to an amount not to exceed the maximum amount that can be guaranteed by the applicable Subsidiary Guarantor without rendering the applicable Subsidiary Guarantee, as it relates to such Subsidiary Guarantor, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally. See "Risk Factors — Risks Related to the Exchange Notes — Because each guarantor's liability under its guarantees may be reduced to zero, avoided or released under certain circumstances, you may not receive any payments from some or all of the guarantors." BGI will cause each Restricted Subsidiary that is a Domestic Subsidiary (unless such Subsidiary is a Receivables Subsidiary) that Incurs or guarantees certain Indebtedness of BGI or any of its Restricted Subsidiaries, to execute and deliver to the Trustee a supplemental indenture pursuant to which such Restricted Subsidiary will guarantee payment of the First Priority Notes on the same senior basis. See "— Certain Covenants — Future Subsidiary Guarantors."

Each of the Parent Guarantee and each Subsidiary Guarantee will be a continuing guarantee and shall:

(1) remain in full force and effect until payment in full of all the Guaranteed Obligations;

(2) subject to the next succeeding paragraph, be binding upon the Parent Guarantor or such Subsidiary Guarantor, as applicable, and its respective successors; and

(3) inure to the benefit of and be enforceable by the Trustee, the holders and their successors, transferees and assigns.

A Subsidiary Guarantee of a Subsidiary Guarantor will be automatically released upon:

(1) (a) the sale, disposition or other transfer (including through merger or consolidation) of all the Capital Stock (including any sale, disposition or other transfer following which the applicable Subsidiary Guarantor is no longer a Restricted Subsidiary), of the applicable Subsidiary Guarantor if such sale, disposition or other transfer is made in compliance with the Indenture,

(b) BGI designating such Subsidiary Guarantor to be an Unrestricted Subsidiary in accordance with the definition of "Unrestricted Subsidiary,"

(c) in the case of any Restricted Subsidiary that is required to guarantee the First Priority Notes pursuant to the covenant described under "— Certain Covenants — Future Subsidiary Guarantors," the release or discharge of the guarantee by such Restricted Subsidiary of Indebtedness of BGI or any Restricted Subsidiary of BGI or such Restricted Subsidiary or the repayment of the Indebtedness, in each case, which resulted in the obligation to guarantee the Note Obligations,

(d) BGI's exercise of its legal defeasance option or covenant defeasance option as described under "— Defeasance," or the discharge of BGI's obligations under the Indenture in accordance with the terms of the Indenture; and

(2) in the case of clause (1)(a) above, such Subsidiary Guarantor is released from its guarantees, if any, of, and all pledges and security, if any, granted in connection with, the Credit Agreements and any other Indebtedness of BGI or any Restricted Subsidiary of BGI.

A Subsidiary Guarantee also will be automatically released upon (i) the applicable Subsidiary ceasing to be a Subsidiary as a result of any foreclosure of any pledge or security interest securing First Priority Lien Obligations, subject to, in each case, the application of the proceeds of such foreclosure in the manner described under "— Security for the First Priority Notes," or (ii) if such Subsidiary is released from its guarantees of, and all pledges and security interests granted in connection with, the Credit Agreements and any other Indebtedness of BGI or any Restricted Subsidiary of BGI which results in the obligation to guarantee the Note Obligations; provided, that in the case of clause (ii) above, BGI has obtained ratings from at least two Rating Agencies that reflect an Investment Grade Rating (x) for the corporate rating of BGI and (y) for the First Priority Notes after giving effect to the proposed release of guarantees and security interests.

For the avoidance of doubt, the Parent Guarantor shall not be considered a "Subsidiary Guarantor" for purposes of and as defined in the Indentures and shall not be subject to any of the obligations or agreements of a Subsidiary Guarantor thereunder.

Change of Control Triggering Event

Upon the occurrence of a Change of Control Triggering Event, each holder will have the right to require BGI to repurchase all or any part of such holder's First Priority Notes at a purchase price in cash equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to the date of repurchase (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date), except to the extent BGI has previously elected to redeem First Priority Notes as described under "— Optional Redemption."

In the event that at the time of such Change of Control Triggering Event the terms of any Bank Indebtedness restrict or prohibit the repurchase of First Priority Notes pursuant to this covenant, then prior to the mailing or sending electronically of the notice to holders provided for in the immediately following paragraph but in any event within 30 days following any Change of Control Triggering Event, BGI shall:

(1) repay in full all such Bank Indebtedness or, if doing so will allow the purchase of First Priority Notes, offer to repay in full all such Bank Indebtedness and repay all Bank Indebtedness of each lender who has accepted such offer; or

(2) obtain the requisite consent under the agreements governing such Bank Indebtedness to permit the repurchase of the First Priority Notes as provided for in the immediately following paragraph.

See "Risk Factors — Risks Related to the Exchange Notes — We may not be able to repurchase the Exchange Notes upon a Change of Control Triggering Event."

Within 30 days following any Change of Control Triggering Event, except to the extent that BGI has exercised its right to redeem the First Priority Notes as described under "— Optional Redemption," BGI shall mail or send electronically a notice (a "Change of Control Offer") to each holder with a copy to the Trustee stating:

(1) that a Change of Control Triggering Event has occurred and that such holder has the right to require BGI to repurchase such holder's First Priority Notes at a repurchase price in cash equal to 101% of the principal amount thereof, plus accrued and unpaid interest to the date of repurchase (subject to the right of holders of record on a record date to receive interest on the relevant interest payment date);

(2) the circumstances and relevant facts and financial information regarding such Change of Control Triggering Event;

(3) the repurchase date (which shall be no earlier than 30 days nor later than 60 days from the date such notice is sent); and

(4) the instructions determined by BGI, consistent with this covenant, that a holder must follow in order to have its First Priority Notes purchased.

A Change of Control Offer may be made in advance of a Change of Control Triggering Event, and conditioned upon such Change of Control, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

BGI will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by BGI and purchases all First Priority Notes validly tendered and not withdrawn under such Change of Control Offer.

If holders of not less than 90% in aggregate principal amount of the outstanding First Priority Notes validly tender and do not withdraw such notes in a Change of Control Offer and BGI, or any third party

making a Change of Control Offer in lieu of BGI as described above, purchases all of the notes validly tendered and not withdrawn by such holders, BGI or such third party will have the right, upon not less than 30 nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to the Change of Control Offer described above, to redeem all notes that remain outstanding following such purchase at a price in cash equal to 101% of the principal amount thereof plus accrued and unpaid interest to but excluding the date of redemption.

First Priority Notes repurchased by BGI pursuant to a Change of Control Offer will have the status of First Priority Notes issued but not outstanding or will be retired and canceled at the option of BGI. First Priority Notes purchased by a third party pursuant to the preceding paragraph will have the status of First Priority Notes issued and outstanding.

BGI will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of First Priority Notes pursuant to this covenant. To the extent that the provisions of any securities laws or regulations conflict with provisions of this covenant, BGI will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this covenant by virtue thereof.

This Change of Control Triggering Event repurchase provision is a result of negotiations between BGI and the initial purchasers. BGI has no present intention to engage in a transaction involving a Change of Control, although it is possible that BGI could decide to do so in the future. Subject to the limitations discussed below, BGI could, in the future, enter into certain transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a Change of Control under the Indentures, but that could increase the amount of indebtedness outstanding at such time or otherwise affect BGI's capital structure or credit rating.

The occurrence of events which would constitute a Change of Control would constitute a default under the Credit Agreements. Future Bank Indebtedness of BGI may contain prohibitions on certain events which would constitute a Change of Control or require such Bank Indebtedness to be repurchased upon a Change of Control. Moreover, the exercise by the holders of their right to require BGI to repurchase the First Priority Notes could cause a default under such Bank Indebtedness, even if the Change of Control itself does not, due to the financial effect of such repurchase on BGI. Finally, BGI's ability to pay cash to the holders upon a repurchase may be limited by BGI's then existing financial resources. There can be no assurance that sufficient funds will be available when necessary to make any required repurchases. See "Risk Factors — Risks Related to the Exchange Notes — We may not be able to repurchase the Exchange Notes upon a change of control."

The definition of "Change of Control" includes a phrase relating to the sale, lease or transfer of "all or substantially all" the assets of BGI and its Subsidiaries taken as a whole. Although there is a developing body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of First Priority Notes to require BGI to repurchase such First Priority Notes as a result of a sale, lease or transfer of less than all of the assets of BGI and its Subsidiaries taken as a whole to another Person or group may be uncertain.

The provisions under the Indentures relating to BGI's obligation to make an offer to repurchase the First Priority Notes as a result of a Change of Control Triggering Event may be waived or modified with the written consent of the holders of a majority in principal amount of the First Priority Notes.

Certain Covenants

Set forth below are summaries of certain covenants that are contained in the Indentures.

Liens. The Indentures provides that BGI will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, Incur or suffer to exist any Lien other than Permitted Liens on any asset or property of BGI or such Restricted Subsidiary securing Indebtedness unless such Lien securing such Indebtedness of BGI or such Restricted Subsidiary is junior to the Liens securing the Note Obligations upon the assets or property constituting the collateral for such Indebtedness, on terms no less favorable in any material respect to the holders of the First Priority Notes than the terms set forth in the Second Priority Intercreditor Agreement. In the case of any Permitted Lien that secures First Priority Lien Obligations,

the First Priority Notes shall be equally and ratably secured with (or on a senior basis to, in the case of obligations subordinated in right of payment to the First Priority Notes) the obligations so secured on terms no less favorable in any material respect to the holders of the First Priority Notes than the terms set forth in the First Priority Intercreditor Agreement; *provided* that First Priority Lien Obligations that are Obligations in respect of a Revolving Credit Agreement may be secured on a senior basis with respect to any Revolving Facility Senior Collateral to Liens securing the Note Obligations with respect to such collateral, on terms no less favorable in any material respect to the holders of the First Priority Notes than the terms set forth in the Second Priority Intercreditor Agreement.

For purposes of determining compliance with this covenant, in the event that a Lien meets the criteria of more than one of the categories of permitted Liens described in the definition of "Permitted Liens" or pursuant to the first paragraph of this covenant, BGI shall, in its sole discretion, classify or reclassify, or later divide, classify or reclassify, such Lien in any manner that complies with this covenant.

Reports and Other Information. The Indentures provide that, notwithstanding that BGI may not be subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act or otherwise report on an annual and quarterly basis on forms provided for such annual and quarterly reporting pursuant to rules and regulations promulgated by the SEC, BGI will file with the SEC (and provide the Trustee and holders with copies thereof, without cost to each holder, within 15 days after it files them with the SEC):

(1) within the time period specified in the SEC's rules and regulations, annual reports on Form 10-K (or any successor or comparable form) containing the information required to be contained therein (or required in such successor or comparable form),

(2) within the time period specified in the SEC's rules and regulations, reports on Form 10-Q (or any successor or comparable form) containing the information required to be contained therein (or required in such successor or comparable form),

(3) promptly from time to time after the occurrence of an event required to be therein reported (and in any event within the time period specified in the SEC's rules and regulations), such other reports on Form 8-K (or any successor or comparable form), and

(4) any other information, documents and other reports which BGI would be required to file with the SEC if it were subject to Section 13 or 15(d) of the Exchange Act;

provided, *however*, that BGI shall not be so obligated to file such reports with the SEC if the SEC does not permit such filing, in which event BGI will make available such information to prospective purchasers of First Priority Notes, including by posting such reports on the primary website of BGI or its Subsidiaries, in addition to providing such information to the Trustee and the holders, in each case within 15 days after the time BGI would be required to file such information with the SEC if it were subject to Section 13 or 15(d) of the Exchange Act it being understood that the Trustee shall have no responsibility whatsoever to determine whether any filings have been made with the SEC or reports have been posted on such website.

In the event that:

(a) the rules and regulations of the SEC permit BGI and any direct or indirect parent of BGI to report at such parent entity's level on a consolidated basis, and

(b) such parent entity of BGI is not engaged in any business in any material respect other than incidental to its ownership, directly or indirectly, of the Capital Stock of BGI, such consolidated reporting at such parent entity's level in a manner consistent with that described in this covenant for BGI will satisfy this covenant.

In addition, BGI will make such information available to prospective investors upon request. In addition, BGI has agreed that, for so long as any First Priority Notes remain outstanding during any period when it is not subject to Section 13 or 15(d) of the Exchange Act, or otherwise permitted to furnish the SEC with certain information pursuant to Rule 12g3-2(b) of the Exchange Act, it will furnish to the holders of the First Priority Notes and to prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Notwithstanding the foregoing, BGI will be deemed to have furnished such reports referred to above to the Trustee and the holders if BGI has filed such reports with the SEC via the EDGAR filing system and such reports are publicly available; *provided*, *however*, that the Trustee shall have no responsibility whatsoever to determine whether or not BGI has made such filing;

(a) So long as the Parent Guarantee is in effect, or

(b) in the event that any direct or indirect parent of BGI is or becomes a guarantor of the Guaranteed Obligations, the Indentures permit BGI to satisfy its obligations in this covenant with respect to financial information relating to BGI by furnishing financial information relating to the Parent Guarantor, or to such direct or indirect parent, as applicable; *provided* that the same is accompanied by consolidating information that explains in reasonable detail the differences between the information relating to the Parent Guarantor, or to such direct or indirect parent, and any of their respective Subsidiaries other than BGI and its Subsidiaries, on the one hand, and the information relating to BGI, the Subsidiary Guarantors and the other Subsidiaries of BGI on a standalone basis, on the other hand.

Future Subsidiary Guarantors. The Indentures provide that BGI will cause each Restricted Subsidiary that is a Domestic Subsidiary (unless such Subsidiary is a Receivables Subsidiary) that is an obligor under (1) the Credit Agreements or (2) any capital markets debt securities in an aggregate principal amount in excess of $100.0 million, to execute and deliver to the Trustee a supplemental indenture pursuant to which such Subsidiary will guarantee payment of the First Priority Notes and joinders to the Security Documents and take all actions required thereunder to perfect the liens created thereunder. Each Subsidiary Guarantee will be limited to an amount not to exceed the maximum amount that can be guaranteed by that Restricted Subsidiary without rendering the Subsidiary Guarantee, as it relates to such Restricted Subsidiary, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally.

Each Subsidiary Guarantee shall be released in accordance with the provisions of the Indenture described under "— Subsidiary Guarantees and Parent Guarantee."

Amendment of Security Documents. BGI shall not amend, modify or supplement, or permit or consent to any amendment, modification or supplement of, the Security Documents in any way that would be adverse to the holders of the First Priority Notes in any material respect, except as described above under "— Security for the First Priority Notes" or as permitted under "— Amendments and Waivers."

After-Acquired Property. The Indentures provide that upon the acquisition by any Issuer or any Subsidiary Guarantor of any First Priority After-Acquired Property, BGI or such Subsidiary Guarantor shall execute and deliver such mortgages, deeds of trust, security instruments, financing statements and certificates and opinions of counsel as shall be reasonably necessary to vest in the Collateral Agent a perfected security interest, subject only to Permitted Liens, in such First Priority After-Acquired Property and to have such First Priority After-Acquired Property (but subject to certain limitations, if applicable, including as described under "— Security for the First Priority Notes") added to the Collateral, and thereupon all provisions of the Indenture relating to the Collateral shall be deemed to relate to such First Priority After-Acquired Property to the same extent and with the same force and effect; *provided*, *however*, that if granting such first priority security interest in such First Priority After-Acquired Property requires the consent of a third party, BGI will use commercially reasonable efforts to obtain such consent with respect to the first priority interest for the benefit of the Trustee on behalf of the holders of the First Priority Notes; *provided*, *further*, *however*, that if such third party does not consent to the granting of such first priority security interest after the use of such commercially reasonable efforts, BGI or such Subsidiary Guarantor, as the case may be, will not be required to provide such security interest.

Merger, Amalgamation, Consolidation or Sale of All or Substantially All Assets

The Indentures provide that BGI may not, directly or indirectly, consolidate, amalgamate or merge with or into or wind up or convert into (whether or not BGI is the surviving Person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions to any Person (including, in each case, pursuant to a Delaware LLC Division) unless:

(1) BGI is the surviving Person or the Person formed by or surviving any such consolidation, amalgamation, merger, Delaware LLC Division, winding up or conversion (if other than BGI) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a corporation, partnership or limited liability company organized or existing under the laws of the United States, any state thereof, the District of Columbia, or any territory of the United States (BGI or such Person, as the case may be, being herein called the "Successor Company"); *provided* that in the case where the surviving Person is not a corporation, a co-obligor of the First Priority Notes is a corporation;

(2) the Successor Company (if other than BGI) expressly assumes all the obligations of BGI under the Indentures, the First Priority Notes and the Security Documents pursuant to supplemental indentures or other documents or instruments in form reasonably satisfactory to the Trustee;

(3) immediately after giving effect to such transaction (and treating any Indebtedness which becomes an obligation of the Successor Company or any of its Restricted Subsidiaries as a result of such transaction as having been Incurred by the Successor Company or such Restricted Subsidiary at the time of such transaction) no Default shall have occurred and be continuing;

(4) each Subsidiary Guarantor, unless it is the other party to the transactions described above, shall have by supplemental indenture confirmed that its Subsidiary Guarantee shall apply to such Person's obligations under the Indenture and the First Priority Notes; and

(5) BGI shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indentures (if any) comply with the Indenture.

The Successor Company (if other than BGI) will succeed to, and be substituted for, BGI under the Indenture, the First Priority Notes and the Security Documents, and in such event BGI will automatically be released and discharged from its obligations under the Indenture, the First Priority Notes and the Security Documents. Notwithstanding the foregoing clause (3), (a) any Restricted Subsidiary may merge, consolidate or amalgamate with or transfer all or part of its properties and assets to BGI or to another Restricted Subsidiary, and (b) BGI may merge, consolidate or amalgamate with an Affiliate incorporated solely for the purpose of reincorporating BGI in another state of the United States, the District of Columbia or any territory of the United States or may convert into a limited liability company, so long as the amount of Indebtedness of BGI and its Restricted Subsidiaries is not increased thereby. This "— Merger, Amalgamation, Consolidation or Sale of All or Substantially All Assets" covenant will not apply to a sale, assignment, transfer, conveyance or other disposition of assets between or among BGI and its Restricted Subsidiaries.

The Indentures further provide that subject to certain limitations in the Indentures governing release of a Subsidiary Guarantee upon the sale or disposition of a Restricted Subsidiary of BGI that is a Subsidiary Guarantor, no Subsidiary Guarantor will, and BGI will not permit any Subsidiary Guarantor to, consolidate, amalgamate or merge with or into or wind up into (whether or not such Subsidiary Guarantor is the surviving Person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions to, any Person including, in each case, pursuant to a Delaware LLC Division unless:

(1) either (a) such Subsidiary Guarantor is the surviving Person or the Person formed by or surviving any such consolidation, amalgamation, Delaware LLC Division, or merger (if other than such Subsidiary Guarantor) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a corporation, partnership or limited liability company organized or existing under the laws of the United States, any state thereof, the District of Columbia or any territory of the United States (such Subsidiary Guarantor or such Person, as the case may be, being herein called the "Successor Subsidiary Guarantor") and the Successor Subsidiary Guarantor (if other than such Subsidiary Guarantor) expressly assumes all the obligations of such Subsidiary Guarantor under the Indentures, such Subsidiary Guarantor's Subsidiary Guarantee and the Security Documents pursuant to a supplemental indenture or other documents or instruments in form reasonably satisfactory to the Trustee and the Collateral Agent, or (b) such sale or disposition or consolidation, amalgamation, Delaware LLC Division, or merger is not in violation of the Indentures; and

(2) the Successor Subsidiary Guarantor (if other than such Subsidiary Guarantor) shall have delivered or caused to be delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, amalgamation, merger or transfer and such supplemental indenture (if any) comply with the Indentures.

Subject to certain limitations described in the Indentures, the Successor Subsidiary Guarantor (if other than such Subsidiary Guarantor) will succeed to, and be substituted for, such Subsidiary Guarantor under the Indentures, such Subsidiary Guarantor's Subsidiary Guarantee and the Security Documents, and such Subsidiary Guarantor will automatically be released and discharged from its obligations under the Indentures, such Subsidiary Guarantor's Subsidiary Guarantee and the Security Documents. Notwithstanding the foregoing, (1) a Subsidiary Guarantor may merge, amalgamate or consolidate with an Affiliate incorporated solely for the purpose of reincorporating such Subsidiary Guarantor in another state of the United States, the District of Columbia or any territory of the United States so long as the amount of Indebtedness of the Subsidiary Guarantor is not increased thereby and (2) a Subsidiary Guarantor may merge, amalgamate or consolidate with another Subsidiary Guarantor or BGI.

In addition, notwithstanding the foregoing, any Subsidiary Guarantor may consolidate, amalgamate or merge with or into or wind up into, or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets (collectively, a "Transfer") to (x) BGI or any Subsidiary Guarantor or (y) any Restricted Subsidiary of BGI that is not a Subsidiary Guarantor; *provided* that at the time of each such Transfer pursuant to clause (y) the aggregate amount of all such Transfers since the Issue Date shall not exceed 5.0% of the consolidated assets of BGI and the Subsidiary Guarantors as shown on the most recent available balance sheet of BGI and the Restricted Subsidiaries after giving effect to each such Transfer and including all Transfers occurring from and after the Issue Date (excluding Transfers in connection with the Transactions described in this prospectus).

Defaults

An Event of Default is defined in the Indentures with respect to the First Priority Notes as:

(1) a default in any payment of interest on any First Priority Note when the same becomes due and payable and such default continues for a period of 30 days,

(2) a default in the payment of principal or premium, if any, of any First Priority Note when due at its Stated Maturity, upon optional redemption, upon required repurchase, upon declaration or otherwise,

(3) the failure by BGI or any of its Restricted Subsidiaries to comply with the covenant described under "— Merger, Amalgamation, Consolidation or Sale of All or Substantially All Assets" above,

(4) the failure by BGI or any of its Restricted Subsidiaries to comply for 60 days after notice with its other agreements contained in the First Priority Notes or the Indenture,

(5) the failure by BGI or any Significant Subsidiary to pay any Indebtedness (other than Indebtedness owing to BGI or a Restricted Subsidiary) within any applicable grace period after final maturity or the acceleration of any such Indebtedness by the holders thereof because of a default, in each case, if the total amount of such Indebtedness unpaid or accelerated exceeds $50.0 million or its foreign currency equivalent (the "cross-acceleration provision"),

(6) certain events of bankruptcy, insolvency or reorganization of BGI or a Significant Subsidiary (the "bankruptcy provisions"),

(7) failure by BGI or any Significant Subsidiary to pay final judgments aggregating in excess of $50.0 million or its foreign currency equivalent (net of any amounts which are covered by enforceable insurance policies issued by solvent carriers), which judgments are not discharged, waived or stayed for a period of 60 days following the entry thereof (the "judgment default provision"),

(8) any Subsidiary Guarantee of a Significant Subsidiary with respect the First Priority Notes ceases to be in full force and effect (except as contemplated by the terms thereof) or any Subsidiary Guarantor denies or disaffirms its obligations under the Indenture or any Subsidiary Guarantee with respect to the First Priority Notes and such Default continues for 10 days,

(9) unless all of the Collateral has been released from the first priority Liens in accordance with the provisions of the Security Documents with respect to the First Priority Notes, BGI shall assert or any Subsidiary Guarantor shall assert, in any pleading in any court of competent jurisdiction, that any such security interest is invalid or unenforceable and, in the case of any such Person that is a Subsidiary of BGI, BGI fails to cause such Subsidiary to rescind such assertions within 30 days after BGI has actual knowledge of such assertions, or

(10) the failure by BGI or any Subsidiary Guarantor to comply for 60 days after notice with its other agreements contained in the Security Documents except for a failure that would not be material to the holders of the First Priority Notes and would not materially affect the value of the Collateral taken as a whole (together with the defaults described in clauses (8) and (9) the "security default provisions").

The foregoing will constitute Events of Default whatever the reason for any such Event of Default and whether it is voluntary or involuntary or is effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body.

However, a Default under clause (4) or (10) will not constitute an Event of Default until the Trustee notifies BGI or the holders of 25% in principal amount of the outstanding First Priority Notes notify BGI and the Trustee of the Default and BGI does not cure such Default within the time specified in clause (4) or (10) hereof after receipt of such notice.

If an Event of Default (other than a Default relating to certain events of bankruptcy, insolvency or reorganization of BGI) occurs with respect to the First Priority Notes and is continuing, the Trustee or the holders of at least 25% in principal amount of outstanding First Priority Notes by notice to BGI may declare the principal of, premium, if any, and accrued but unpaid interest on all the First Priority Notes to be due and payable; *provided*, *however*, that so long as any Bank Indebtedness remains outstanding, no such acceleration shall be effective until the earlier of (1) five Business Days after the giving of written notice to BGI and the Representatives under the Credit Agreements and (2) the day on which any Bank Indebtedness is accelerated. Upon such a declaration, such principal and interest will be due and payable immediately. If an Event of Default relating to certain events of bankruptcy, insolvency or reorganization of BGI occurs, the principal of, premium, if any, and interest on all the First Priority Notes will become and be immediately due and payable without any declaration or other act on the part of the Trustee or any holders. Under certain circumstances, the holders of a majority in principal amount of outstanding First Priority Notes may rescind any such acceleration with respect to the First Priority Notes and its consequences.

In the event of any Event of Default specified in clause (5) of the first paragraph above, such Event of Default and all consequences thereof (excluding, however, any resulting payment default) will be annulled, waived and rescinded, automatically and without any action by the Trustee or the holders of the First Priority Notes, if within 20 days after such Event of Default arose BGI delivers an Officers' Certificate to the Trustee stating that (x) the Indebtedness or guarantee that is the basis for such Event of Default has been discharged or (y) the holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default or (z) the default that is the basis for such Event of Default has been cured, it being understood that in no event shall an acceleration of the principal amount of the First Priority Notes as described above be annulled, waived or rescinded upon the happening of any such events.

Subject to the provisions of the Indentures relating to the duties of the Trustee, in case an Event of Default occurs and is continuing, the Trustee will be under no obligation to exercise any of the rights or powers under the Indentures at the request or direction of any of the holders unless such holders have offered to the Trustee indemnity or security satisfactory to the Trustee against any loss, liability or expense. Except to enforce the right to receive payment of principal, premium (if any) or interest when due, no holder may pursue any remedy with respect to the Indentures or the First Priority Notes unless:

(1) such holder has previously given the Trustee written notice that an Event of Default is continuing,

(2) holders of at least 25% in principal amount of the outstanding First Priority Notes have requested the Trustee to pursue the remedy,

(3) such holders have offered the Trustee security or indemnity satisfactory to it against any loss, liability or expense,

(4) the Trustee has not complied with such request within 60 days after the receipt of the request and the offer of security or indemnity, and

(5) the holders of a majority in principal amount of the outstanding First Priority Notes have not given the Trustee a direction inconsistent with such request within such 60-day period.

Subject to certain restrictions, the holders of a majority in principal amount of outstanding First Priority Notes are given the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. The Trustee, however, may refuse to follow any direction that conflicts with law or the Indenture or that the Trustee determines is unduly prejudicial to the rights of any other holder or that would involve the Trustee in personal liability. Prior to taking any action under the Indentures, the Trustee will be entitled to indemnification satisfactory to it in its sole discretion against all losses and expenses caused by taking or not taking such action.

The Indentures provide that if a Default occurs and is continuing and if it is actually known to a Trust Officer of the Trustee, the Trustee shall send to each holder of First Priority Notes notice of the Default within the earlier of 90 days after it occurs or 30 days after it is actually known to a Trust Officer or written notice of it is received by the Trustee. Except in the case of a Default in the payment of principal of, premium (if any) or interest on any First Priority Note, the Trustee may withhold the notice if and so long as it in good faith determines that withholding notice is in the interests of the holders. In addition, BGI is required to deliver to the Trustee, within 120 days after the end of each fiscal year, a certificate indicating whether the signers thereof know of any Default that occurred during the previous year. BGI also is required to deliver to the Trustee, within 30 days after the occurrence thereof, written notice of any event which would constitute certain Defaults, their status and what action BGI is taking or proposes to take in respect thereof.

Amendments and Waivers

Subject to certain exceptions, the Indentures and the Security Documents may be amended with the consent of the holders of a majority in principal amount of the First Priority Notes then outstanding and any past default or compliance with any provisions may be waived with the consent of the holders of a majority in principal amount of the First Priority Notes then outstanding. However, without the consent of each holder of an outstanding First Priority Note affected, no amendment may, among other things:

(1) reduce the amount of First Priority Notes whose holders must consent to an amendment,

(2) reduce the rate of or extend the time for payment of interest on any First Priority Note,

(3) reduce the principal of or change the Stated Maturity of any First Priority Note,

(4) reduce the premium payable upon the redemption of any First Priority Note or change the time at which any First Priority Note may be redeemed as described under "— Optional Redemption" above,

(5) make any First Priority Note payable in money other than that stated in such First Priority Note,

(6) expressly subordinate the First Priority Notes or any Subsidiary Guarantee to any other Indebtedness of BGI or any Subsidiary Guarantor,

(7) impair the right of any holder to receive payment of principal of, premium, if any, and interest on such holder's First Priority Notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such holder's First Priority Notes,

(8) make any change in the amendment provisions which require each holder's consent or in the waiver provisions,

(9) modify any Subsidiary Guarantee in any manner adverse to the holders, or

(10) make any change in the provisions in the Intercreditor Agreement or the Indentures dealing with the application of gross proceeds of Collateral that would adversely affect the holders of the First Priority Notes.

Without the consent of the holders of at least two-thirds in aggregate principal amount of the First Priority Notes then outstanding, no amendment or waiver may release all or substantially all of the Collateral from the Lien of the Indentures and the Security Documents with respect to the First Priority Notes.

Without the consent of any holder, BGI and Trustee may amend the Indentures, any Security Document or the Intercreditor Agreement to cure any ambiguity, omission, defect or inconsistency, to provide for the assumption by a Successor Company of the obligations of BGI under the Indentures and the First Priority Notes, to provide for the assumption by a Successor Subsidiary Guarantor of the obligations of a Subsidiary Guarantor under the Indenture and its Subsidiary Guarantee, to provide for uncertificated First Priority Notes in addition to or in place of certificated First Priority Notes (*provided* that the uncertificated First Priority Notes are issued in registered form for purposes of Section 163(f) of the Code, or in a manner such that the uncertificated First Priority Notes are described in Section 163(f)(2)(B) of the Code), to add a Subsidiary Guarantee with respect to the First Priority Notes, to secure the First Priority Notes, to add additional assets as Collateral, to release Collateral from the Lien pursuant to the Security Documents when permitted or required by the Indentures, the Security Documents or the Intercreditor Agreement, to modify the Security Documents and/or any Intercreditor Agreement, to secure additional extensions of credit and add additional secured creditors holding other First Priority Lien Obligations and/or second priority secured Obligations of BGI or any Subsidiary Guarantor so long as such other First Priority Lien Obligations and/or second-priority secured Obligations are not prohibited by the provisions of the Credit Agreements, the Existing Second Priority Notes Indentures, the Indentures, the First Priority Dollar Notes Indentures or the First Priority Euro Notes Indenture to add to the covenants of BGI for the benefit of the holders or to surrender any right or power conferred upon BGI, to make any change that does not adversely affect the rights of any holder, to effect any provision of the Indenture or to make certain changes to the Indentures to provide for the issuance of additional First Priority Notes, to provide for the issuance of additional First Priority Notes which shall have terms substantially identical in all material respects to the First Priority Notes and which shall be treated, together with any outstanding First Priority Notes as a single series of securities, to conform the text of the Indenture or the First Priority Notes to any provision of the "Description of First Priority Notes" section of this prospectus to the extent that such a provision in the "Description of First Priority Notes" section of this prospectus was intended to be a verbatim recitation of a provision of the Indentures or the First Priority Notes or to comply with any requirement of the SEC in connection with the qualification of the Indenture under the TIA.

The consent of the holders is not necessary under the Indentures to approve the particular form of any proposed amendment. It is sufficient if such consent approves the substance of the proposed amendment.

After an amendment under the Indentures becomes effective, BGI is required to mail to the respective holders a notice briefly describing such amendment. However, the failure to give such notice to all holders entitled to receive such notice, or any defect therein, will not impair or affect the validity of the amendment.

No Personal Liability of Directors, Officers, Employees, Managers and Stockholders

No director, officer, employee, manager, incorporator or holder of any Equity Interests in BGI or any direct or indirect parent corporation, as such, will have any liability for any obligations of BGI under the First Priority Notes, the Indentures, or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder of First Priority Notes by accepting a First Priority Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the First Priority Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

Transfer and Exchange

A noteholder may transfer or exchange First Priority Notes in accordance with the Indentures. Upon any transfer or exchange, the registrar and the Trustee may require a noteholder, among other things, to

furnish appropriate endorsements and transfer documents and BGI may require a noteholder to pay any taxes required by law or permitted by the Indentures. BGI is not required to transfer or exchange any First Priority Note selected for redemption or to transfer or exchange any First Priority Note for a period of 15 days prior to the mailing of a notice of redemption of First Priority Notes. The First Priority Notes will be issued in registered form and the registered holder of a First Priority Note will be treated as the owner of such First Priority Note for all purposes.

Satisfaction and Discharge

The Indentures will be discharged and will cease to be of further effect (except as to surviving rights of registration of transfer or exchange of First Priority Notes, as expressly provided for in the Indentures) as to all outstanding First Priority Notes when:

(1) either (a) all the First Priority Notes theretofore authenticated and delivered (except lost, stolen or destroyed First Priority Notes which have been replaced or paid and First Priority Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by BGI and thereafter repaid to BGI or discharged from such trust) have been delivered to the Trustee for cancellation or (b) all of the First Priority Notes (i) have become due and payable, (ii) will become due and payable at their stated maturity within one year or (iii) if redeemable at the option of BGI, are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of BGI, and BGI has irrevocably deposited or caused to be deposited with the Trustee funds in an amount sufficient to pay and discharge the entire Indebtedness on the First Priority Notes not theretofore delivered to the Trustee for cancellation, for principal of, premium, if any, and interest on the First Priority Notes to the date of deposit together with irrevocable instructions from BGI directing the Trustee to apply such funds to the payment thereof at maturity or redemption, as the case may be; *provided* that in respect of any redemption that requires the payment of the Applicable Premium, the amount deposited shall be sufficient for purposes of the Indenture to the extent that an amount is deposited with the Trustee equal to the Applicable Premium calculated as of the date of the notice of redemption, with any deficit as of the date of the redemption only required to be deposited with the Trustee on or prior to the date of the redemption;

(2) BGI and/or the Subsidiary Guarantors have paid all other sums payable under the Indentures; and

(3) BGI has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel stating that all conditions precedent under the Indentures relating to the satisfaction and discharge of the Indentures have been complied with.

Defeasance

BGI at any time may terminate all of its obligations under the First Priority Notes and the Indenture with respect to the holders of the First Priority Notes ("legal defeasance"), except for certain obligations, including those respecting the defeasance trust and obligations to register the transfer or exchange of the First Priority Notes, to replace mutilated, destroyed, lost or stolen First Priority Notes and to maintain a registrar and Paying Agent in respect of the First Priority Notes. BGI at any time may terminate its obligations under the covenants described under "— Certain Covenants" for the benefit of the holders of the First Priority Notes, the operation of the cross acceleration provision, the bankruptcy provisions with respect to Significant Subsidiaries, the judgment default provision and the security default provisions described under "— Defaults" (but only to the extent that those provisions relate to the Defaults with respect to the First Priority Notes) and the undertakings and covenants contained under "— Change of Control" and "— Merger, Amalgamation, Consolidation or Sale of All or Substantially All Assets" ("covenant defeasance") for the benefit of the holders of the First Priority Notes. If BGI exercises its legal defeasance option or its covenant defeasance option, each Subsidiary Guarantor will be released from all of its obligations with respect to its Subsidiary Guarantee and the Security Documents so long as no First Priority Notes are then outstanding.

BGI may exercise its legal defeasance option notwithstanding its prior exercise of its covenant defeasance option. If BGI exercises its legal defeasance option, payment of the First Priority Notes may not be accelerated because of an Event of Default with respect thereto. If BGI exercises its covenant defeasance option, payment of the First Priority Notes may not be accelerated because of an Event of Default specified in clause (3), (4), (5), (6), (7) (with respect only to Significant Subsidiaries), (8), (9) or (10) under "— Defaults."

In order to exercise its defeasance option, BGI must irrevocably deposit in trust (the "defeasance trust") with the Trustee money or U.S. Government Obligations deemed sufficient in the opinion of a nationally recognized firm of public accountants for the payment of principal, premium (if any) and interest on the First Priority Notes to redemption or maturity, as the case may be, and must comply with certain other conditions, including (i) the passage of 123 days after the deposit, during which 123-day period no default occurs under clause (6) under "— Defaults" with respect to BGI, which default is continuing at the end of such period, and (ii) delivery to the Trustee of an Opinion of Counsel to the effect that holders of the First Priority Notes will not recognize income, gain or loss for federal income tax purposes as a result of such deposit and defeasance and will be subject to federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred (and, in the case of legal defeasance only, such Opinion of Counsel must be based on a ruling of the Internal Revenue Service or change in applicable federal income tax law); *provided* that in respect of any redemption that requires the payment of the Applicable Premium, the amount deposited shall be sufficient for purposes of the Indenture to the extent that an amount is deposited with the Trustee equal to the Applicable Premium calculated as of the date of the notice of redemption, with any deficit as of the date of the redemption only required to be deposited with the Trustee on or prior to the date of the redemption. Notwithstanding the foregoing, the Opinion of Counsel required by the immediately preceding sentence with respect to a legal defeasance need not be delivered if all of the notes not theretofore delivered to the Trustee for cancellation (x) have become due and payable or (y) will become due and payable at their Stated Maturity within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of BGI.

Concerning the Trustee

U.S. Bank Trust Company, National Association is the Trustee and Collateral Agent under the Indentures and has been appointed by BGI as Registrar and a Paying Agent with regard to the First Priority Notes.

Governing Law

The Indentures provide that the indentures and the First Priority Notes will be governed by, and construed in accordance with, the laws of the State of New York.

Certain Definitions

"Additional Notes" has the meaning given to such term under the heading "General."

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.

"Applicable Collateral Agent" means (a) with respect to the Collateral other than the Revolving Facility Senior Collateral, the Applicable Fixed Collateral Agent, and (b) with respect to the Revolving Facility Senior Collateral, the Revolving Facility Collateral Agent.

"Applicable Fixed Collateral Agent" means whichever of the Term Loan Collateral Agent, the Collateral Agent or any other collateral agent representing holders of any other series of Senior Fixed Obligations that acts as collateral agent for holders of Obligations constituting the largest outstanding principal amount of all outstanding Senior Fixed Obligations; *provided*, *however*, that with respect to any

Collateral in which such collateral agent does not have a valid and perfected security interest, the Applicable Fixed Collateral Agent shall be the collateral agent of the Series of Senior Fixed Obligations which Obligations constitute the next largest outstanding principal amount of all outstanding Senior Fixed Obligations that are secured by a valid and perfected security interest in the Common Collateral. For avoidance of doubt, Hedging Obligations shall not be included in such determination. If no collateral agent representing holders of the Senior Fixed Obligations has valid and perfected security interests in such Common Collateral, the proviso in the first sentence of this definition shall not apply. The Term Loan Collateral Agent is the Applicable Fixed Asset Agent.

"Bank Agreement Borrowers" means each Borrower (as defined in each of the Term Loan Credit Agreement and the Revolving Credit Agreement).

"Bank Agreement Obligations" means (a) the due and punctual payment by each Bank Agreement Borrower of (i) the unpaid principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the loans (pursuant to the Term Loan Credit Agreement and the Revolving Credit Agreement) made to such Bank Agreement Borrower, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by it under the Revolving Credit Agreement in respect of any letter of credit pursuant thereto, when and as due, including payments in respect of reimbursement of disbursements, interest thereon (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) and obligations to provide cash collateral, and (iii) all other monetary obligations of such Bank Agreement Borrower to any of the Term Loan Secured Parties and the Revolving Facility Secured Parties under either of the Term Loan Credit Agreement or the Revolving Credit Agreement or any of the other Loan Documents (as defined in each of the Term Loan Credit Agreement and the Revolving Credit Agreement), including obligations to pay fees, expense and reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) the due and punctual performance of all other obligations of each Bank Agreement Borrower or any of the other Loan Documents (as defined in each of the Term Loan Credit Agreement and the Revolving Credit Agreement), and (c) the due and punctual payment and performance of all other obligations of each Loan Party (as defined in each of the Term Loan Credit Agreement and the Revolving Credit Agreement) under or pursuant to the Bank Security Agreement and each of the other Loan Documents (as defined in each of the Term Loan Credit Agreement and the Revolving Credit Agreement).

"Bank Agreement Security Documents" means the Bank Security Agreement, the Second Amended and Restated First Lien Intellectual Property Security Agreement dated as of April 3, 2007, among Berry Global Group, Inc. (formerly known as Berry Plastics Group, Inc.), the Company, the subsidiaries of the Company party thereto and the Collateral Agents, as amended, supplemented, restated, renewed, refunded, replaced, restructured, repaid, refinanced or otherwise modified from time to time, all "Mortgages" as defined in the Revolving Credit Agreement and/or the Term Loan Credit Agreement, and any other documents now existing or entered into after the date hereof that create Liens on any assets or properties of the Company or any Subsidiary Guarantor to secure any Term Loan Obligations or Revolving Facility Obligations.

"Bank Security Agreement" means the Second Amended and Restated First Lien Guarantee and Collateral Agreement dated as of April 3, 2007, among Berry Global Group, Inc. (formerly known as Berry Plastics Group, Inc.), BGI, the subsidiaries of BGI party thereto, the Term Loan Collateral Agent and the Revolving Facility Collateral Agent, as amended, supplemented, restated, renewed, refunded, replaced, restructured, repaid, refinanced or otherwise modified from time to time.

"Bank Indebtedness" means any and all amounts payable under or in respect of any Credit Agreement and any other Credit Agreement Documents as amended, restated, supplemented, waived, replaced, restructured, repaid, refunded, refinanced or otherwise modified from time to time (including after termination of any Credit Agreement), including principal, premium (if any), interest (including interest, fees and expenses accruing on or after the filing of any petition in bankruptcy or for reorganization relating

to BGI whether or not a claim for post-filing interest, fees or expenses is allowed in such proceedings), fees, charges, expenses, reimbursement obligations, guarantees and all other amounts payable thereunder or in respect thereof.

"Bankruptcy Code" means Title 11 of the United States Code.

"Bankruptcy Law" means the Bankruptcy Code and any similar federal, state or foreign law for relief of debtors.

"Board of Directors" means, as to any Person, the board of directors or managers, as applicable, of such Person (or, if such Person is a partnership, the board of directors or other governing body of the general partner of such Person) or any duly authorized committee thereof.

"Borrowing Base" means, as of any date of determination, an amount equal to the sum without duplication of (x) 90% of the book value of accounts receivable of BGI and its Restricted Subsidiaries on a consolidated basis and (y) 85% of the book value of the inventory of BGI and its Restricted Subsidiaries on a consolidated basis, in each case as of the most recently ended fiscal month of BGI for which internal consolidated financial statements of BGI are available (such date, the "Borrowing Base Reference Date"). For purposes of such computation, BGI shall give pro forma effect to any Investments, acquisitions, dispositions, mergers, consolidations and discontinued operations (as determined in accordance with GAAP), in each case with respect to an operating unit of a business that BGI or any of its Restricted Subsidiaries has made after the Borrowing Base Reference Date. For purposes of this definition, any pro forma calculations shall be made in good faith by an Officer of BGI.

"Business Day" means a day other than a Saturday, Sunday or other day on which banking institutions are authorized or required by law to close in New York City or London.

"Capital Stock" means:

(1) in the case of a corporation, corporate stock or shares;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"Capitalized Lease Obligation" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) in accordance with GAAP.

"Cash Equivalents" means:

(1) U.S. dollars, pounds sterling, euros, the national currency of any member state in the European Union or, in the case of any Foreign Subsidiary that is a Restricted Subsidiary, such local currencies held by it from time to time in the ordinary course of business;

(2) securities issued or directly and fully guaranteed or insured by the U.S. government or any country that is a member of the European Union or any agency or instrumentality thereof in each case maturing not more than two years from the date of acquisition;

(3) certificates of deposit, time deposits and euro/dollar time deposits with maturities of one year or less from the date of acquisition, bankers' acceptances, in each case with maturities not exceeding one year and overnight bank deposits, in each case with any commercial bank having capital and surplus in excess of $250.0 million and whose long-term debt is rated "A" or the equivalent thereof by Moody's or S&P (or reasonably equivalent ratings of another internationally recognized ratings agency);

(4) repurchase obligations for underlying securities of the types described in clauses (2) and (3) above entered into with any financial institution meeting the qualifications specified in clause (3) above;

(5) commercial paper issued by a corporation (other than an Affiliate of BGI) rated at least "A-1" or the equivalent thereof by Moody's or S&P (or reasonably equivalent ratings of another internationally recognized ratings agency) and in each case maturing within one year after the date of acquisition;

(6) readily marketable direct obligations issued by any state of the United States of America or any political subdivision thereof having one of the two highest rating categories obtainable from either Moody's or S&P (or reasonably equivalent ratings of another internationally recognized ratings agency) in each case with maturities not exceeding two years from the date of acquisition;

(7) Indebtedness issued by Persons with a rating of "A" or higher from S&P or "A-2" or higher from Moody's in each case with maturities not exceeding two years from the date of acquisition; and

(8) investment funds investing at least 95% of their assets in securities of the types described in clauses (1) through (7) above.

"Change of Control" means:

(1) the sale, lease or transfer, in one or a series of related transactions, of all or substantially all the assets of BGI and its Subsidiaries, taken as a whole, to a Person other than any of the Permitted Holders; or

(2) BGI becomes aware (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) of the acquisition by any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), including any group acting for the purpose of acquiring, holding or disposing of securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act), other than any of the Permitted Holders, in a single transaction or in a related series of transactions, by way of merger, consolidation or other business combination or purchase of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provision), of more than 50% of the total voting power of the Voting Stock of BGI or any direct or indirect parent of BGI.

"Change of Control Triggering Event" means (x) the occurrence of both a Change of Control and a Rating Event or (y) the occurrence of a "Change of Control" under the Existing First Priority Notes which requires BGI to make a "Change of Control Offer" to the holders thereof.

"Class" has the meaning given to such term in the definition of "Senior Secured Obligations." "Code" means the Internal Revenue Code of 1986, as amended.

"Collateral" means all property subject or purported to be subject, from time to time, to a Lien under any Security Documents.

"Collateral Agent" means U.S. Bank Trust Company, National Association in its capacity as "Collateral Agent" under the Indentures and under the Security Documents and any successors thereto in such capacity.

"Common Collateral" means Collateral in which the holders or Representatives of two or more Series of Senior Fixed Obligations have been granted a valid security interest and which security interest has not been voluntarily released or terminated by such holders or their respective Representative. If more than two Series of Senior Fixed Obligations are outstanding and less than all Series of Senior Fixed Obligations (or their respective collateral agents) have been granted a valid security interest in any Collateral then such Collateral shall constitute Common Collateral for those Series of Senior Fixed Obligations that have been granted a valid security interest in such Collateral (which security interest has not been voluntarily released by such holders or their respective Representative or their respective collateral agents) and shall not constitute Common Collateral for any Series which such Collateral is not security for such Series of Senior Fixed Obligations.

"Common Perfected Collateral" means Common Collateral in which each of the holders of Senior Fixed Obligations or their respective Representatives has been granted a valid security interest, which

security interest was at any time a perfected security interest, and which security interest was at any time not voidable as a preference under the Bankruptcy Code (it being understood that "at any time" shall not be construed to mean at the same time).

"Consolidated Interest Expense" means, with respect to any Person for any period, the sum, without duplication, of:

(1) consolidated interest expense of such Person and its Restricted Subsidiaries for such period, to the extent such expense was deducted in computing Consolidated Net Income (including amortization of original issue discount, the interest component of Capitalized Lease Obligations, and net payments and receipts (if any) pursuant to interest rate Hedging Obligations and excluding amortization of deferred financing fees and expensing of any bridge or other financing fees); plus

(2) consolidated capitalized interest of such Person and its Restricted Subsidiaries for such period, whether paid or accrued; plus

(3) commissions, discounts, yield and other fees and charges Incurred in connection with any Receivables Financing which are payable to Persons other than BGI and its Restricted Subsidiaries; minus

(4) interest income for such period.

"Consolidated Net Income" means, with respect to any Person for any period, the aggregate of the Net Income of such Person and its Restricted Subsidiaries for such period, on a consolidated basis; *provided*, *however*, that:

(1) any net after-tax extraordinary, nonrecurring or unusual gains or losses or income, expenses or charges (less all fees and expenses relating thereto), including, without limitation, any severance expenses, any expenses related to any reconstruction, recommissioning or reconfiguration of fixed assets for alternate uses and fees, expenses or charges relating to new product lines, plant shutdown costs, acquisition integration costs and any expenses or charges related to any Equity Offering, Investment, acquisition or Incurrence of Indebtedness not prohibited by the Indentures (in each case, whether or not successful), including any such fees, expenses, charges or change in control payments, in each case, shall be excluded;

(2) any increase in amortization or depreciation or any one-time non-cash charges or increases or reductions in Net Income, in each case resulting from purchase accounting in connection with any acquisition that is consummated after September 20, 2006 shall be excluded;

(3) the Net Income for such period shall not include the cumulative effect of a change in accounting principles during such period;

(4) any net after-tax income or loss from discontinued operations and any net after-tax gains or losses on disposal of discontinued operations shall be excluded;

(5) any net after-tax gains or losses (less all fees and expenses or charges relating thereto) attributable to business dispositions or asset dispositions other than in the ordinary course of business (as determined in good faith by the Board of Directors of BGI) shall be excluded;

(6) any net after-tax gains or losses (less all fees and expenses or charges relating thereto) attributable to the early extinguishment of indebtedness shall be excluded;

(7) the Net Income for such period of any Person that is not a Subsidiary of such Person, or is an Unrestricted Subsidiary, or that is accounted for by the equity method of accounting, shall be included only to the extent of the amount of dividends or distributions or other payments paid in cash (or to the extent converted into cash) to the referent Person or a Restricted Subsidiary thereof in respect of such period;

(8) [reserved];

(9) an amount equal to the amount of Tax Distributions actually made to any parent of such Person shall be included as though such amounts had been paid as income taxes directly by such Person for such period;

(10) any non-cash impairment charges resulting from the application of Statement of Financial Accounting Standards ("SFAS") Nos. 142 and 144 and the amortization of intangibles arising pursuant to SFAS No. 141 shall be excluded;

(11) any non-cash expense realized or resulting from stock option plans, employee benefit plans or post-employment benefit plans, grants of stock appreciation or similar rights, stock options or other rights to officers, directors and employees of such Person or any of its Restricted Subsidiaries shall be excluded;

(12) any (a) severance or relocation costs or expenses, (b) one-time non-cash compensation charges, (c) the costs and expenses after September 20, 2006 related to employment of terminated employees, (d) costs or expenses realized in connection with, resulting from or in anticipation of any acquisition or (e) costs or expenses realized in connection with or resulting from stock appreciation or similar rights, stock options or other rights existing on September 20, 2006 of officers, directors and employees, in each case of such Person or any of its Restricted Subsidiaries, shall be excluded;

(13) accruals and reserves that are established within 12 months after September 20, 2006 and that are so required to be established in accordance with GAAP shall be excluded;

(14) solely for purposes of calculating EBITDA, (a) the Net Income of any Person and its Restricted Subsidiaries shall be calculated without deducting the income attributable to, or adding the losses attributable to, the minority equity interests of third parties in any non-wholly-owned Restricted Subsidiary except to the extent of dividends declared or paid in respect of such period or any prior period on the shares of Capital Stock of such Restricted Subsidiary held by such third parties and (b) any ordinary course dividend, distribution or other payment paid in cash and received from any Person in excess of amounts included in clause (7) above shall be included;

(15) (a) (i) the non-cash portion of "straight-line" rent expense shall be excluded and (ii) the cash portion of "straight-line" rent expense which exceeds the amount expensed in respect of such rent expense shall be included and (b) non-cash gains, losses, income and expenses resulting from fair value accounting required by SFAS No. 133 shall be excluded; and

(16) unrealized gains and losses relating to hedging transactions and mark-to-market of Indebtedness denominated in foreign currencies resulting from the applications of SFAS No. 52 shall be excluded.

"Consolidated Non-cash Charges" means, with respect to any Person for any period, the aggregate depreciation, amortization and other non-cash expenses of such Person and its Restricted Subsidiaries reducing Consolidated Net Income of such Person for such period on a consolidated basis and otherwise determined in accordance with GAAP, but excluding any such charge which consists of or requires an accrual of, or cash reserve for, anticipated cash charges for any future period.

"Consolidated Taxes" means provision for taxes based on income, profits or capital, including, without limitation, state, franchise and similar taxes and any Tax Distributions taken into account in calculating Consolidated Net Income.

"Contingent Obligations" means, with respect to any Person, any obligation of such Person guaranteeing any leases, dividends or other obligations that do not constitute Indebtedness ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent:

(1) to purchase any such primary obligation or any property constituting direct or indirect security therefor,

(2) to advance or supply funds:

(a) for the purchase or payment of any such primary obligation; or

(b) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; or

(3) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

"Credit Agreement Documents" means the collective reference to the Credit Agreements, any notes issued pursuant thereto and the guarantees thereof, and the collateral documents relating thereto, as amended, supplemented, restated, renewed, refunded, replaced, restructured, repaid, refinanced or otherwise modified from time to time.

"Credit Agreements" means (i) (A) the Term Loan Credit Agreement and (B) the Revolving Credit Agreement and (ii) whether or not the credit agreements referred to in clause (i) remain outstanding, if designated by BGI to be included in the definition of "Credit Agreement," one or more (A) debt facilities or commercial paper facilities, providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to lenders or to special purpose entities formed to borrow from lenders against such receivables) or letters of credit, (B) debt securities, indentures or other forms of debt financing (including convertible or exchangeable debt instruments or bank guarantees or bankers' acceptances), or (C) instruments or agreements evidencing any other Indebtedness, in each case, with the same or different borrowers or issuers and, in each case, as amended, supplemented, modified, extended, restructured, renewed, refinanced, restated, replaced or refunded in whole or in part from time to time.

"Default" means any event which is, or after notice or passage of time or both would be, an Event of Default.

"Delaware Divided LLC" means any Delaware LLC which has been formed upon the consummation of a Delaware LLC Division.

"Delaware LLC" means any limited liability company organized or formed under the laws of the State of Delaware.

"Delaware LLC Division" means the statutory division of any Delaware LLC into two or more Delaware LLCs pursuant to Section 18-217 of the Delaware Limited Liability Company Act.

"Discharge" means, with respect to any Obligations, the payment in full and discharge of all such Obligations and the termination of any commitments or other obligations to extend additional credit. The term "Discharged" shall have a corresponding meaning.

"Discharge of Senior Claims" means, except to the extent otherwise provided in the Second Priority Intercreditor Agreement, payment in full in cash (except for contingent indemnities and cost and reimbursement obligations to the extent no claim has been made) of (a) all Obligations in respect of all outstanding First Priority Lien Obligations and, with respect to letters of credit or letter of credit guaranties outstanding thereunder, delivery of cash collateral or backstop letters of credit in respect thereof in compliance with the Revolving Credit Agreement, in each case after or concurrently with the termination of all commitments to extend credit thereunder and (b) any other First Priority Lien Obligations that are due and payable or otherwise accrued and owing at or prior to the time such principal and interest are paid; *provided* that the Discharge of Senior Claims shall not be deemed to have occurred if such payments are made with the proceeds of other First Priority Lien Obligations that constitute an exchange or replacement for or a refinancing of such Obligations or First Priority Lien Obligations. In the event the First Priority Lien Obligations are modified and the Obligations are paid over time or otherwise modified pursuant to Section 1129 of the Bankruptcy Code, the First Priority Lien Obligations shall be deemed to be discharged when the final payment is made, in cash, in respect of such indebtedness and any obligations pursuant to such new indebtedness shall have been satisfied.

"Disqualified Stock" means, with respect to any Person, any Capital Stock of such Person which, by its terms (or by the terms of any security into which it is convertible or for which it is redeemable or exchangeable), or upon the happening of any event:

(1) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise (other

than as a result of a change of control or asset sale; *provided* that the relevant asset sale or change of control provisions, taken as a whole, are no more favorable in any material respect to holders of such Capital Stock than the asset sale and change of control provisions applicable to the First Priority Notes and any purchase requirement triggered thereby may not become operative until compliance with the asset sale and change of control provisions applicable to the First Priority Notes (including the purchase of any First Priority Notes tendered pursuant thereto)),

(2) is convertible or exchangeable for Indebtedness or Disqualified Stock of such Person, or

(3) is redeemable at the option of the holder thereof, in whole or in part, in each case prior to 91 days after the maturity date of the First Priority Notes; *provided*, *however*, that only the portion of Capital Stock which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date shall be deemed to be Disqualified Stock; *provided*, *further*, *however*, that if such Capital Stock is issued to any employee or to any plan for the benefit of employees of BGI or its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by BGI in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, death or disability; *provided*, *further*, that any class of Capital Stock of such Person that by its terms authorizes such Person to satisfy its obligations thereunder by delivery of Capital Stock that is not Disqualified Stock shall not be deemed to be Disqualified Stock.

"Domestic Subsidiary" means a Restricted Subsidiary that is not a Foreign Subsidiary or a Qualified CFC Holding Company.

"EBITDA" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period plus, without duplication, to the extent the same was deducted in calculating Consolidated Net Income:

(1) Consolidated Taxes; *plus*

(2) Consolidated Interest Expense; *plus*

(3) Consolidated Non-cash Charges; *plus*

(4) business optimization expenses and other restructuring charges or expenses (which, for the avoidance of doubt, shall include, without limitation, the effect of inventory optimization programs, plant closures, retention, systems establishment costs and excess pension charges); *provided* that with respect to each business optimization expense or other restructuring charge, BGI shall have delivered to the Trustee an Officers' Certificate specifying and quantifying such expense or charge and stating that such expense or charge is a business optimization expense or other restructuring charge, as the case may be;

less, without duplication,

(5) non-cash items increasing Consolidated Net Income for such period (excluding the recognition of deferred revenue or any items which represent the reversal of any accrual of, or cash reserve for, anticipated cash charges in any prior period and any items for which cash was received in a prior period).

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"Equity Offering" means any public or private sale after September 20, 2006 of common stock or Preferred Stock of BGI or any direct or indirect parent of BGI, as applicable (other than Disqualified Stock), other than public offerings with respect to BGI's or such direct or indirect parent's common stock registered on Form S-8.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Existing First Priority Notes" means the First Priority Dollar Notes and the First Priority Euro Notes.

"Existing Second Priority Notes" means the 4.50% Second Priority Senior Secured Notes due 2026 issued by BGI on January 26, 2018 and the 5.625% Second Priority Senior Secured Notes due 2027 issued on June 5, 2019.

"Existing Second Priority Notes Collateral Agent" means U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association, where applicable), as collateral agent for the holders of the Existing Second Priority Notes and any successors thereto in such capacity.

"Existing Second Priority Notes Indentures" means the indentures respectively dated as of January 26, 2018 and June 5, 2019, each among BGI, the trustee named therein from time to time, and certain other parties thereto, as amended, restated, supplemented or otherwise modified from time to time in accordance with the requirements thereof and of the Indentures.

"Existing Second Priority Notes Trustee" means U.S. Bank Trust Company, National Association(as successor to U.S. Bank National Association), as trustee for the holders of the Existing Second Priority Notes and any successors thereto in such capacity.

"Fair Market Value" means, with respect to any asset or property, the price which could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction.

"First Lien Agent" means each of the Term Facility Administrative Agent, the Term Loan Collateral Agent, the Revolving Facility Administrative Agent and the Revolving Facility Collateral Agent, the Trustee and the Collateral Agent, and if any other First Priority Lien Obligations are outstanding, the Persons elected, designated or appointed as administrative agent, trustee or similar representative or as collateral agent by or on behalf of the holders of each series of such outstanding Obligations.

"First Priority After-Acquired Property" means any property (other than the initial collateral) of BGI or any Subsidiary Guarantor that secures any Secured Bank Indebtedness.

"First Priority Dollar Notes" means the 4.875% First Priority Senior Secured Notes due 2026 issued on June 5, 2019, the 1.57% First Priority Senior Secured Notes due 2026 issued on December 22, 2020, as supplemented by the additional issuance on March 4, 2021, the 1.65% First Priority Senior Secured Notes due 2027 issued on June 14, 2021, the 5.50% First Priority Senior Secured Notes due 2028 issued on March 30, 2023.

"First Priority Dollar Notes Indentures" means the indenture, dated as of June 5, 2019 with respect to the 4.875% First Priority Senior Secured Notes due 2026, among BGI (as successor to Berry Global Escrow Corporation), the First Priority Dollar Notes Trustee, and certain other parties thereto, as amended, restated, supplemented or otherwise modified from time to time in accordance with the requirements thereof and of the Indenture, the indenture, dated as of December 22, 2020, as supplemented by the first supplemental indenture, dated as of March 4, 2021, with respect to the 1.57% First Priority Senior Secured Notes due 2026, among BGI, the First Priority Dollar Notes Trustee, and certain other parties thereto, as amended, restated, supplemented or otherwise modified from time to time in accordance with the requirements thereof and of the Indenture, the indenture, dated as of June 14, 2021 with respect to the 1.65% First Priority Senior Secured Notes due 2027, among BGI, the First Priority Dollar Notes Trustee, and certain other parties thereto, as amended, restated, supplemented or otherwise modified from time to time in accordance with the requirements thereof and of the Indenture, and the indenture, dated as of March 30, 2023 with respect to the 5.50% First Priority Senior Secured Notes due 2028, among BGI, the First Priority Dollar Notes Trustee, and certain other parties thereto, as amended, restated, supplemented or otherwise modified from time to time in accordance with the requirements thereof and of the Indenture.

"First Priority Dollar Notes Obligations" means any Obligations in respect of the First Priority Dollar Notes, the First Priority Dollar Notes Indentures and the security documents entered pursuant thereto.

"First Priority Dollar Notes Trustee" means U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association, where applicable), as trustee for the holders of the First Priority Dollar Notes, together with any successors thereto in such capacity.

"First Priority Euro Notes" means 1.00% First Priority Senior Secured Notes due 2025 and the 1.50% First Priority Senior Secured Notes due 2027, in each case, issued on January 2, 2020.

"First Priority Euro Notes Indenture" means the indenture, dated as of January 2, 2020 with respect to the First Priority Euro Notes, among BGI, the First Priority Euro Trustee, and certain other parties thereto, as amended, restated, supplemented or otherwise modified from time to time in accordance with the requirements thereof and of the Indentures.

"First Priority Euro Notes Obligations" means any Obligations in respect of the First Priority Euro Notes, the First Priority Euro Notes Indenture and the security documents entered pursuant thereto.

"First Priority Euro Notes Trustee" means U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association, where applicable), as trustee for the holders of the First Priority Euro Notes, together with any successors thereto in such capacity.

"First Priority Event of Default" means an "Event of Default" under and as defined in the Revolving Credit Agreement, the Term Loan Credit Agreement, the Indentures or any other document governing First Priority Lien Obligations.

"First Priority Lien Obligations" means (i) all Secured Bank Indebtedness, (ii) all other Obligations (not constituting Indebtedness) of BGI and its Restricted Subsidiaries under the agreements governing Secured Bank Indebtedness, (iii) all other Obligations of BGI or any of its Restricted Subsidiaries in respect of Hedging Obligations or Obligations in respect of cash management services in each case owing to a Person that is a holder of Indebtedness described in clause (i) or Obligations described in clause (ii) or an Affiliate of such holder at the time of entry into such Hedging Obligations or Obligations in respect of cash management services, (iv) the Note Obligations, (v) the First Priority Dollar Notes Obligations and (vi) the First Priority Euro Notes Obligations.

"Fitch" means Fitch Ratings Inc. or any successor to the rating agency business thereof.

"Foreign Subsidiary" means a Restricted Subsidiary not organized or existing under the laws of the United States of America or any state or territory thereof or the District of Columbia and any direct or indirect subsidiary of such Restricted Subsidiary.

"GAAP" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which were in effect on September 20, 2006. For the purposes of the Indentures, the term "consolidated" with respect to any Person shall mean such Person consolidated with its Restricted Subsidiaries, and shall not include any Unrestricted Subsidiary, but the interest of such Person in an Unrestricted Subsidiary will be accounted for as an Investment.

"guarantee" means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner (including, without limitation, letters of credit and reimbursement agreements in respect thereof), of all or any part of any Indebtedness or other obligations.

"Hedging Obligations" means, with respect to any Person, the obligations of such Person under:

(1) currency exchange, interest rate or commodity swap agreements, currency exchange, interest rate or commodity cap agreements and currency exchange, interest rate or commodity collar agreements; and

(2) other agreements or arrangements designed to protect such Person against fluctuations in currency exchange, interest rates or commodity prices.

"holder" or "noteholder" means the Person in whose name a First Priority Note is registered on the Registrar's books.

"Incur" means issue, assume, guarantee, incur or otherwise become liable for; provided, however, that any Indebtedness or Capital Stock of a Person existing at the time such Person becomes a Subsidiary (whether by merger, amalgamation, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Person at the time it becomes a Subsidiary.

"Indebtedness" means, with respect to any Person:

(1) the principal and premium (if any) of any indebtedness of such Person, whether or not contingent, (a) in respect of borrowed money, (b) evidenced by bonds, notes, debentures or similar instruments or letters of credit or bankers' acceptances (or, without duplication, reimbursement agreements in respect thereof), (c) representing the deferred and unpaid purchase price of any property, except any such balance that constitutes a trade payable or similar obligation to a trade creditor due within six months from the date on which it is Incurred, in each case Incurred in the ordinary course of business, which purchase price is due more than six months after the date of placing the property in service or taking delivery and title thereto, (d) in respect of Capitalized Lease Obligations, or (e) representing any Hedging Obligations, if and to the extent that any of the foregoing indebtedness (other than letters of credit and Hedging Obligations) would appear as a liability on a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP;

(2) to the extent not otherwise included, any obligation of such Person to be liable for, or to pay, as obligor, guarantor or otherwise, on the Indebtedness of another Person (other than by endorsement of negotiable instruments for collection in the ordinary course of business);

(3) to the extent not otherwise included, Indebtedness of another Person secured by a Lien on any asset owned by such Person (whether or not such Indebtedness is assumed by such Person); *provided*, *however*, that the amount of such Indebtedness will be the lesser of: (a) the Fair Market Value of such asset at such date of determination, and (b) the amount of such Indebtedness of such other Person; and

(4) to the extent not otherwise included, with respect to BGI and its Restricted Subsidiaries, the amount then outstanding (i.e., advanced, and received by, and available for use by, BGI or any of its Restricted Subsidiaries) under any Receivables Financing (as set forth in the books and records of BGI or any Restricted Subsidiary and confirmed by the agent, trustee or other representative of the institution or group providing such Receivables Financing);

provided, *however*, that notwithstanding the foregoing, Indebtedness shall be deemed not to include:

(1) Contingent Obligations incurred in the ordinary course of business and not in respect of borrowed money;

(2) deferred or prepaid revenues;

(3) purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the respective seller; or

(4) Obligations under or in respect of Qualified Receivables Financing.

Notwithstanding anything in the Indentures to the contrary, Indebtedness shall not include, and shall be calculated without giving effect to, the effects of Statement of Financial Accounting Standards No. 133 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under the Indentures as a result of accounting for any embedded derivatives created by the terms of such Indebtedness; and any such amounts that would have constituted Indebtedness under the Indentures but for the application of this sentence shall not be deemed an Incurrence of Indebtedness under the Indentures.

"Independent Financial Advisor" means an accounting, appraisal or investment banking firm or consultant, in each case of nationally recognized standing, that is, in the good faith determination of BGI, qualified to perform the task for which it has been engaged.

"Intercreditor Agreement" means collectively, (i) the Second Amended and Restated Senior Lender Priority and Intercreditor Agreement, dated as of February 5, 2008, by and among the Existing Term Facility Administrative Agent, the Existing Term Loan Collateral Agent, the Revolving Facility Administrative Agent, the Revolving Facility Collateral Agent, the Company, certain Subsidiaries of the Company and Berry Global Group, Inc., amended, supplemented or otherwise modified prior to the Issue Date (including in connection with the issuance of the First Priority Dollar Notes and the First Priority Euro Notes Obligations), as will be supplemented as of the Issue Date by the execution and delivery of a joinder agreement by the Collateral Agent, the Trustee, the Existing Term Facility Administrative Agent, the Existing Term Loan Collateral Agent, the Revolving Facility Administrative Agent, the Revolving Facility Collateral Agent, Berry Global Group, Inc., the Company and the Subsidiary Guarantors, and as may be further amended, supplemented or otherwise modified from time to time, and (ii) the Senior Fixed Collateral Priority And Intercreditor Agreement, dated as of February 5, 2008, among Credit Suisse, Cayman Islands Branch, as administrative agent for the Term Loan Secured Parties, Bank of America, N.A., as administrative agent for the Bridge Loan Secured Parties, Credit Suisse, Cayman Islands Branch, as collateral agent for the Term Loan Secured Parties, Bank of America, N.A., as collateral agent for the Bridge Loan Secured Parties, Berry Global Group, Inc. (formerly known as Berry Plastics Group, Inc.), Berry Global, Inc. (formerly known as Berry Plastics Corporation and Berry Plastics Holding Corporation), the subsidiaries of Berry Global, Inc. (formerly known as Berry Plastics Corporation) named herein, each Other First Priority Lien Obligations Administrative Agent and each Other First Priority Lien Obligations Collateral Agent from time to time party thereto, as amended, supplemented or otherwise modified prior to the Issue Date (including in connection with the issuance of the First Priority Dollar Notes and the First Priority Euro Notes Obligations), as was supplemented as of the Issue Date by the execution and delivery of a joinder agreement by the Collateral Agent, the Trustee, the Existing Term Facility Administrative Agent, the Existing Term Loan Collateral Agent, Berry Global Group, Inc., the Company and the Subsidiary Guarantors, as may be further amended, supplemented or otherwise modified from time to time.

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB - (or the equivalent) by S&P, BBB - (or the equivalent) by Fitch, or an equivalent rating by any other Rating Agency.

"Investments" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of loans (including guarantees), advances or capital contributions (excluding accounts receivable, trade credit and advances to customers and commission, travel and similar advances to officers, employees and consultants made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities issued by any other Person and investments that are required by GAAP to be classified on the balance sheet of BGI in the same manner as the other investments included in this definition to the extent such transactions involve the transfer of cash or other property.

"Issue Date" means the date on which the First Priority Notes are originally issued.

"Junior Claims" means (a) in respect of the Revolving Facility Senior Collateral, the Term Loan Obligations, the Note Obligations and any series of other First Priority Lien Obligations other than Revolving Facility Obligations secured by such Collateral, and (b) with respect to the Collateral other than the Revolving Facility Senior Collateral, the Revolving Facility Obligations secured by such Collateral.

"Junior Representative" means (a) with respect to the Collateral other than the Revolving Facility Senior Collateral, the Revolving Facility Administrative Agent, and (b) with respect to the Revolving Facility Senior Collateral, the Term Facility Administrative Agent, the Collateral Agent and the Representative(s) of any other Senior Fixed Obligations.

"Junior Secured Obligations" means (a) with respect to the Term Loan Obligations, the Note Obligations and any series of First Priority Lien Obligations other than the Revolving Facility Obligations (to the extent such Obligations are secured by Collateral other than the Revolving Facility Senior Collateral), the Revolving Facility Obligations, and (b) with respect to the Revolving Facility Obligations (to the extent such Obligations are secured by the Revolving Facility Senior Collateral), the Term Loan Obligations, the Note Obligations and any Series of First Priority Lien Obligations other than the Revolving Facility Obligations.

"Junior Secured Obligations Collateral" means, with respect to any Obligations, the Collateral in respect of which such Obligations constitute Junior Claims.

"Junior Secured Obligations Secured Parties" means (a) with respect to the Collateral other than the Revolving Facility Senior Collateral, the Revolving Facility Secured Parties; and (b) with respect to the Revolving Facility Senior Collateral, the Term Loan Secured Parties, the Note Secured Parties and any holders of other First Priority Lien Obligations other than Revolving Facility Obligations.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction); provided that in no event shall an operating lease be deemed to constitute a Lien.

"Management Group" means the group consisting of the directors, executive officers and other management personnel of BGI or any direct or indirect parent of BGI, as the case may be, on the Issue Date together with (1) any new directors whose election by such boards of directors or whose nomination for election by the shareholders of BGI or any direct or indirect parent of BGI, as applicable, was approved by a vote of a majority of the directors of BGI or any direct or indirect parent of BGI, as applicable, then still in office who were either directors on the Issue Date or whose election or nomination was previously so approved and (2) executive officers and other management personnel of BGI or any direct or indirect parent of BGI, as applicable, hired at a time when the directors on the Issue Date together with the directors so approved constituted a majority of the directors of BGI or any direct or indirect parent of BGI, as applicable.

"Moody's" means Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"Mortgages" means the mortgages (which may be in the form of mortgage amendments to mortgages securing other Indebtedness), trust deeds, deeds of trust, deeds to secure debt, assignments of leases and rents, and other security documents delivered with respect to Real Property subject to mortgages, each in form and substance reasonably satisfactory to the Collateral Agent and BGI, as amended, supplemented or otherwise modified from time to time.

"Net Income" means, with respect to any Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of Preferred Stock dividends.

"Note Documents" means, collectively, the Indentures, the Notes (including the guarantees thereof) and the Security Documents.

"Note Obligations" means any Obligations in respect of the First Priority Notes, the Indentures and the Security Documents, including, for the avoidance of doubt, obligations in respect of exchange notes and guarantees thereof.

"Note Secured Parties" means, at any time, (a) the holders of the First Priority Notes, (b) the Trustee and the Collateral Agent, (c) the beneficiaries of each indemnification obligation undertaken by BGI and any Guarantor party to the Indentures or under any Note Document and (d) the successors and permitted assigns of each of the foregoing.

"Obligations" means any principal, interest, penalties, fees, indemnifications, reimbursements (including, without limitation, reimbursement obligations with respect to letters of credit and bankers' acceptances), damages and other liabilities payable under the documentation governing any Indebtedness; provided that Obligations with respect to the First Priority Notes shall not include fees or indemnifications in favor of the Trustee, the Collateral Agent and other third parties other than the holders of the First Priority Notes.

"Officer" means the Chairman of the Board, Chief Executive Officer, Chief Financial Officer, President, any Executive Vice President, Senior Vice President or Vice President, the Treasurer or the Secretary of BGI.

"Officers' Certificate" means a certificate signed on behalf of BGI by two Officers of BGI, one of whom must be the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of BGI that meets the requirements set forth in the Indentures.

"Opinion of Counsel" means a written opinion from legal counsel which is acceptable to the Trustee. The counsel may be an employee of or counsel to BGI.

"Other First Priority Lien Obligations" means all indebtedness or obligations owing under any Other First Priority Lien Obligations Document (as defined in the Senior Lender Intercreditor Agreement including, for the avoidance of doubt, the Note Obligations, the First Priority Dollar Notes Obligations and the First Priority Euro Notes Obligations); provided, however, for the avoidance of doubt, none of the Revolving Facility Obligations, Term Loan Obligations or Bridge Loan Obligations (as defined in the Senior Lender Intercreditor Agreement) shall constitute Other First Priority Lien Obligations.

"Other Second-Lien Obligations" means other Indebtedness of BGI and its Restricted Subsidiaries that is equally and ratably secured with the Existing Second Priority Notes and is designated by BGI as an Other Second-Lien Obligation and as Future Second Lien Indebtedness under and as defined in the Second Priority Intercreditor Agreement.

"Parent Guarantee" means the guarantee by Parent Guarantor of the obligations of BGI under the Indentures and the First Priority Notes in accordance with the provisions of the Indentures.

"Parent Guarantor" means Berry Global Group, Inc., a Delaware corporation.

"Parent Pari Passu Indebtedness" means any Indebtedness of the Parent Guarantor which ranks *pari passu* in right of payment to the Parent Guarantee.

"Parent Subordinated Indebtedness" means any Indebtedness of the Parent Guarantor which is by its terms subordinated in right of payment to the Parent Guarantee.

"Pari Passu Indebtedness" means:

(1) with respect to BGI, the First Priority Notes and any Indebtedness which ranks *pari passu* in right of payment to the First Priority Notes; and

(2) with respect to any Subsidiary Guarantor, its Subsidiary Guarantee and any Indebtedness which ranks *pari passu* in right of payment to such Subsidiary Guarantor's Subsidiary Guarantee.

"Paying Agent" means an office or agency maintained by BGI pursuant to the terms of the Indentures, where notes may be presented for payment.

"Permitted Holders" means, at any time, the Management Group. Any Person or group whose acquisition of beneficial ownership constitutes a Change of Control in respect of which a Change of Control Offer is made in accordance with the requirements of the Indentures will thereafter, together with its Affiliates, constitute an additional Permitted Holder.

"Permitted Liens" means, with respect to any Person:

(1) pledges or deposits by such Person under workmen's compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Indebtedness) or leases to which such Person is a party, or deposits to secure public or statutory obligations of such Person or deposits of cash or U.S. government bonds to secure surety or appeal bonds to which such Person is a party, or deposits as security for contested taxes or import duties or for the payment of rent, in each case Incurred in the ordinary course of business;

(2) Liens imposed by law, such as carriers', warehousemen's and mechanics' Liens, in each case for sums not yet due or being contested in good faith by appropriate proceedings or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review;

(3) Liens for taxes, assessments or other governmental charges not yet due or payable or subject to penalties for nonpayment or which are being contested in good faith by appropriate proceedings;

(4) Liens in favor of issuers of performance and surety bonds or bid bonds or with respect to other regulatory requirements or letters of credit issued pursuant to the request of and for the account of such Person in the ordinary course of its business;

(5) minor survey exceptions, minor encumbrances, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real properties or Liens incidental to the conduct of the business of such Person or to the ownership of its properties which were not Incurred in connection with Indebtedness and which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person;

(6) (A) Liens on assets of a Restricted Subsidiary that is not a Subsidiary Guarantor securing Indebtedness of such Restricted Subsidiary, (B) Liens securing an aggregate principal amount of First Priority Lien Obligations not to exceed the sum of (I) under any Credit Agreement and the issuance and creation of letters of credit and bankers' acceptances thereunder (with letters of credit and bankers' acceptances being deemed to have a principal amount equal to the face amount thereof), the greater of (x) $9,000 million and (y) the maximum principal amount of Indebtedness that, as of the date such Indebtedness was Incurred, and after giving effect to the Incurrence of such Indebtedness and the application of proceeds therefrom on such date, would not cause the Secured Indebtedness Leverage Ratio of BGI to exceed 4.00 to 1.00 and (II) under the Revolving Credit Agreement or any other Credit Agreement that is a revolving, working capital or liquidity facility in an aggregate amount not to exceed the greater of (x) $1,250 million and (y) the Borrowing Base as of the date of such Incurrence, (C) Liens securing Indebtedness (including Capitalized Lease Obligations) Incurred by BGI or any of its Restricted Subsidiaries to finance (whether prior to or within 270 days after) the purchase, lease, construction or improvement of property (real or personal) or equipment (whether through the direct purchase of assets or the Capital Stock of any Person owning such assets (but no other material assets)), (D) other Liens securing Indebtedness not to exceed the greater of $425.0 million and 5.0% of Total Assets at the time of Incurrence and (E) Liens securing Indebtedness of Foreign Subsidiaries not to exceed the greater of $100.0 million and 10.0% of the Total Assets held on the balance sheet of all Foreign Subsidiaries of BGI, taken together, at the time of Incurrence (*provided* that in the case of this clause (E), such Lien does not extend to the property or assets of any Subsidiary of BGI other than a Foreign Subsidiary);

(7) Liens existing on the Issue Date (other than Liens described in clauses (6)(B) and (26));

(8) Liens on assets, property or shares of stock of a Person at the time such Person becomes a Subsidiary; *provided*, *however*, that such Liens are not created or Incurred in connection with, or in contemplation of, such other Person becoming such a Subsidiary; *provided*, *further*, *however*, *t*hat such Liens may not extend to any other property owned by BGI or any Restricted Subsidiary of BGI;

(9) Liens on assets or property at the time BGI or a Restricted Subsidiary of BGI acquired the assets or property, including any acquisition by means of a merger, amalgamation or consolidation with or into BGI or any Restricted Subsidiary of BGI; *provided*, *however*, that such Liens are not created or Incurred in connection with, or in contemplation of, such acquisition; *provided*, *further*, *however*, that the Liens may not extend to any other property owned by BGI or any Restricted Subsidiary of BGI;

(10) Liens securing Indebtedness or other obligations of a Restricted Subsidiary owing to BGI or another Restricted Subsidiary of BGI;

(11) Liens securing Hedging Obligations not incurred in violation of the Indentures; *provided* that with respect to Hedging Obligations relating to Indebtedness, such Lien extends only to the property securing such Indebtedness;

(12) Liens on specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(13) leases and subleases of real property which do not materially interfere with the ordinary conduct of the business of BGI or any of its Restricted Subsidiaries;

(14) Liens arising from financing statement filings under the Uniform Commercial Code or equivalent statute of another jurisdiction regarding operating leases entered into by BGI and its Restricted Subsidiaries in the ordinary course of business;

(15) Liens in favor of BGI or any Subsidiary Guarantor;

(16) Liens on accounts receivable and related assets of the type specified in the definition of "Receivables Financing" Incurred in connection with a Qualified Receivables Financing;

(17) deposits made in the ordinary course of business to secure liability to insurance carriers;

(18) Liens on the Equity Interests of Unrestricted Subsidiaries;

(19) grants of software and other technology licenses in the ordinary course of business;

(20) Liens to secure any refinancing, refunding, extension, renewal or replacement (or successive refinancings, refundings, extensions, renewals or replacements) as a whole, or in part, of any Indebtedness secured by any Lien referred to in clauses (6)(B), (7), (8), (9), (10), (11), (15) and (26) of this definition of "Permitted Liens"; *provided*, *however*, that (x) such new Lien shall be limited to all or part of the same property that secured the original Lien (plus improvements on such property), and (y) the Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of (A) the outstanding principal amount or, if greater, committed amount of the Indebtedness described under clauses (6)(B), (7), (8), (9), (10), (11), (15) and (26) of this definition of "Permitted Liens" at the time the original Lien became a Permitted Lien under the Indentures, and (B) an amount necessary to pay any fees and expenses, including premiums, related to such refinancing, refunding, extension, renewal or replacement; *provided*, *further*, *however*, that in the case of any Liens to secure any refinancing, refunding, extension or renewal of Indebtedness secured by a Lien referred to in clause (6)(B), the principal amount of any Indebtedness Incurred for such refinancing, refunding, extension or renewal shall be deemed secured by a Lien under clause (6)(B) and not this clause (20) for purposes of determining the principal amount of Indebtedness outstanding under clause (6)(B), for purposes of clause (1) under "Description of First Priority Notes — Release of Collateral" and for purposes of the definition of Secured Bank Indebtedness;

(21) Liens on equipment of BGI or any Restricted Subsidiary granted in the ordinary course of business to BGI's or such Restricted Subsidiary's client at which such equipment is located;

(22) judgment and attachment Liens not giving rise to an Event of Default and notices of *lis pendens* and associated rights related to litigation being contested in good faith by appropriate proceedings and for which adequate reserves have been made;

(23) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business;

(24) Liens incurred to secure cash management services in the ordinary course of business;

(25) other Liens securing obligations incurred in the ordinary course of business which obligations do not exceed $50.0 million at any one time outstanding;

(26) Liens securing the Note Obligations (other than any Additional Notes); and

(27) Liens on the Collateral in favor of any collateral agent relating to such collateral agent's administrative expenses with respect to the Collateral.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

"Preferred Stock" means any Equity Interest with preferential right of payment of dividends or upon liquidation, dissolution, or winding up.

"Purchase Money Note" means a promissory note of a Receivables Subsidiary evidencing a line of credit, which may be irrevocable, from BGI or any Subsidiary of BGI to a Receivables Subsidiary in connection with a Qualified Receivables Financing, which note is intended to finance that portion of the purchase price that is not paid by cash or a contribution of equity.

"Qualified CFC Holding Company" means a Wholly Owned Subsidiary of BGI that is a limited liability company, the primary asset of which consists of Equity Interests in either (i) a Foreign Subsidiary or (ii) a limited liability company the primary asset of which consists of Equity Interests in a Foreign Subsidiary.

"Qualified Receivables Financing" means any Receivables Financing of a Receivables Subsidiary that meets the following conditions:

(1) the Board of Directors of BGI shall have determined in good faith that such Qualified Receivables Financing (including financing terms, covenants, termination events and other provisions) is in the aggregate economically fair and reasonable to BGI and the Receivables Subsidiary;

(2) all sales of accounts receivable and related assets to the Receivables Subsidiary are made at Fair Market Value (as determined in good faith by BGI); and

(3) the financing terms, covenants, termination events and other provisions thereof shall be market terms (as determined in good faith by BGI) and may include Standard Securitization Undertakings.

The grant of a security interest in any accounts receivable of BGI or any of its Restricted Subsidiaries (other than a Receivables Subsidiary) to secure Bank Indebtedness, Indebtedness in respect of the First Priority Notes, the Existing Second Priority Notes or any Refinancing Indebtedness with respect to the First Priority Notes shall not be deemed a Qualified Receivables Financing.

"Rating Agency" means (1) each of Moody's, S&P and Fitch and (2) if Moody's, S&P or Fitch ceases to rate the First Priority Notes for reasons outside of BGI's control, a "nationally recognized statistical rating organization" within the Section 3(a)(62) under the Exchange Act selected by BGI or any direct or indirect parent of BGI as a replacement agency for Moody's, S&P or Fitch, as the case may be.

"Rating Event" means (a) in the event that the First Priority Notes have an Investment Grade Rating by all three Ratings Agencies, two or more of the Rating Agencies that provided an Investment Grade Rating withdraw their Investment Grade Rating or downgrade the rating assigned to the First Priority Notes below an Investment Grade Rating, (b) in the event that the First Priority Notes have an Investment Grade Rating by two Ratings Agencies, both such Rating Agencies that provided an Investment Grade Rating withdraw their Investment Grade Rating or downgrade the rating assigned to the First Priority Notes below an Investment Grade Rating, or (c) BGI or any of its Affiliates enters into an agreement to effect a transaction that would result in a Change of Control and two or more of the Rating Agencies indicate that if consummated, such transaction (alone or together with any related recapitalization or refinancing transactions) would cause such Rating Agency to withdraw its Investment Grade Rating or downgrade the ratings assigned to the First Priority Notes below an Investment Grade Rating.

"Real Property" means, collectively, all right, title and interest (including any leasehold estate) in and to any and all parcels of or interests in real property owned in fee or leased by BGI or any Subsidiary Guarantor, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures incidental to the ownership or lease thereof.

"Receivables Financing" means any transaction or series of transactions that may be entered into by BGI or any of its Subsidiaries pursuant to which BGI or any of its Subsidiaries may sell, convey or otherwise transfer to (a) a Receivables Subsidiary (in the case of a transfer by BGI or any of its Subsidiaries); and

(b) any other Person (in the case of a transfer by a Receivables Subsidiary), or may grant a security interest in, any accounts receivable (whether now existing or arising in the future) of BGI or any of its Subsidiaries, and any assets related thereto including, without limitation, all collateral securing such accounts receivable, all contracts and all guarantees or other obligations in respect of such accounts receivable, proceeds of such accounts receivable and other assets which are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving accounts receivable and any Hedging Obligations entered into by BGI or any such Subsidiary in connection with such accounts receivable.

"Receivables Repurchase Obligation" means any obligation of a seller of receivables in a Qualified Receivables Financing to repurchase receivables arising as a result of a breach of a representation, warranty or covenant or otherwise, including as a result of a receivable or portion thereof becoming subject to any asserted defense, dispute, off-set or counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to the seller.

"Receivables Subsidiary" means a Wholly Owned Restricted Subsidiary of BGI (or another Person formed for the purposes of engaging in Qualified Receivables Financing with BGI in which BGI or any Subsidiary of BGI makes an Investment and to which BGI or any Subsidiary of BGI transfers accounts receivable and related assets) which engages in no activities other than in connection with the financing of accounts receivable of BGI and its Subsidiaries, all proceeds thereof and all rights (contractual or other), collateral and other assets relating thereto, and any business or activities incidental or related to such business, and which is designated by the Board of Directors of BGI (as provided below) as a Receivables Subsidiary and:

(a) no portion of the Indebtedness or any other obligations (contingent or otherwise) of which (i) is guaranteed by BGI or any other Subsidiary of BGI (excluding guarantees of obligations (other than the principal of and interest on, Indebtedness) pursuant to Standard Securitization Undertakings), (ii) is recourse to or obligates BGI or any other Subsidiary of BGI in any way other than pursuant to Standard Securitization Undertakings, or (iii) subjects any property or asset of BGI or any other Subsidiary of BGI, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings;

(b) with which neither BGI nor any other Subsidiary of BGI has any material contract, agreement, arrangement or understanding other than on terms which BGI reasonably believes to be no less favorable to BGI or such Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of BGI; and

(c) to which neither BGI nor any other Subsidiary of BGI has any obligation to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results.

Any such designation by the Board of Directors of BGI shall be evidenced to the Trustee by filing with the Trustee a certified copy of the resolution of the Board of Directors of BGI giving effect to such designation and an Officers' Certificate certifying that such designation complied with the foregoing conditions.

"Registration Rights Agreements" means the registration rights agreements with respect to the Outstanding Notes among BGI, the Guarantors and the initial purchasers entered into on the applicable Issue Date.

"Representative" means (a) in the case of any Term Loan Obligations, the Term Facility Administrative Agent, (b) in the case of any Revolving Facility Obligations, the Revolving Facility Administrative Agent, (c) in the case of any Note Obligations, the Trustee, (d) [reserved] and (e) in the case of any Series of Other First Priority Lien Obligations, each administrative agent, trustee or similar representative representing the holders of such Series of Other First Priority Lien Obligations.

"Restricted Subsidiary" means, with respect to any Person, any Subsidiary of such Person other than an Unrestricted Subsidiary of such Person. Unless otherwise indicated in this "Description of First Priority Notes," all references to Restricted Subsidiaries shall mean Restricted Subsidiaries of BGI.

"Revolving Credit Agreement" means the Fourth Amended and Restated Revolving Credit Agreement, dated June 22, 2023, as amended by that certain Amendment No. 1 to the Fourth Amended and Restated Revolving Credit Agreement, dated as of December 7, 2023, and as amended by that certain Amendment No. 2 to the Fourth Amended and Restated Revolving Credit Agreement, dated as of June 5, 2024, by and among the Company, Berry Global Group, Inc., certain Subsidiaries of the Company, Bank of America, N.A., as administrative agent, and the other lenders party thereto, as amended, restated, supplemented, waived, replaced (whether or not upon termination, and whether with the original lenders or otherwise), restructured, repaid, refunded, refinanced or otherwise modified from time to time, including any agreement or indenture extending the maturity thereof, refinancing, replacing or otherwise restructuring all or any portion of the Indebtedness under such agreement or agreements or indenture or indentures or any successor or replacement agreement or agreements or indenture or indentures or increasing the amount loaned or issued thereunder or altering the maturity thereof.

"Revolving Facility Administrative Agent" means Bank of America, N.A., as administrative agent for the lenders under the Revolving Credit Agreement, together with its successors and permitted assigns under the Revolving Credit Agreement exercising substantially the same rights and powers, or such other agent as may from time to time be appointed thereunder.

"Revolving Facility Collateral Agent" means Bank of America, N.A., as collateral agent for the lenders under the Revolving Credit Agreement and under the security documents in connection therewith, together with its successors and permitted assigns under the Revolving Credit Agreement or the security documents in connection therewith exercising substantially the same rights and powers, or such other agent as may from time to time be appointed thereunder.

"Revolving Facility Lenders" means the "Lenders" under and as defined in the Revolving Credit Agreement.

"Revolving Facility Obligations" means all "Obligations" (as such term is defined in the Revolving Credit Agreement) now or hereafter owing to Revolving Facility Secured Parties, and all other indebtedness and obligations now or hereafter owing to the Revolving Facility Secured Parties that is secured by any of the Bank Agreement Security Documents.

"Revolving Facility Secured Parties" means (a) the Revolving Facility Lenders (and any Affiliate of a Revolving Facility Lender designated by BGI as a provider of cash management services to which any obligation referred to in clause (c) of the definition of the term "Security Agreement Obligations" is owed), (b) the Revolving Facility Administrative Agent and the Revolving Facility Collateral Agent, (c) each Issuing Bank (as defined in the Revolving Credit Agreement) party to the Revolving Credit Agreement, (d) each counterparty to any Swap Agreement entered into with BGI or any Subsidiary Guarantor party to the Revolving Credit Agreement, the obligations under which constitute Security Agreement Obligations, (e) the beneficiaries of each indemnification obligation undertaken by BGI or any Subsidiary Guarantor party to the Revolving Credit Agreement under any Loan Document (as defined in the Revolving Credit Agreement) and (f) the successors and permitted assigns of each of the foregoing.

"Revolving Facility Senior Collateral" means any and all of the following Collateral, whether now owned or at any time hereafter acquired, by BGI or any Subsidiary Guarantor or in which such Person may have or in the future may acquire any right, title or interest to the extent a security interest in such Collateral has been or may hereafter be granted to the Collateral Agent under the Security Documents: (a) all Accounts (except to the extent arising out of the sale of Collateral other than Revolving Facility Senior Collateral); (b) all Inventory; (c) to the extent evidencing, governing, securing or otherwise related to the items referred to in the preceding clauses (a) and (b), all (i) General Intangibles, (ii) Chattel Paper, (iii) Instruments and (iv) Documents; (d) all Payment Intangibles (including corporate tax refunds), other than any Payment Intangibles that represent tax refunds in respect of or otherwise relate to real property, Fixtures or Equipment; (e) all Indebtedness of Berry Global Group, Inc. (formerly known as Berry Plastics Group, Inc.) or any of its subsidiaries that arises from cash advances made after the date hereof to enable the obligor or obligors thereon to acquire Inventory; (f) all collection accounts, deposit accounts, lockboxes, securities accounts and commodity accounts and any cash or other assets in any such accounts (other than identifiable cash proceeds in respect of real estate, fixtures or equipment); all books and records related to the foregoing; and (h) all Products and Proceeds and Supporting Obligations of any and all of the foregoing in whatever

form received, including proceeds of insurance policies related to Inventory of BGI or any Subsidiary Guarantor and business interruption insurance and all collateral security and guarantees given by any person with respect to any of the foregoing. All capitalized terms used in this definition and not defined elsewhere in this document have the meanings assigned to them in the New York UCC.

"Sale/Leaseback Transaction" means an arrangement relating to property now owned or hereafter acquired by BGI or a Restricted Subsidiary whereby BGI or a Restricted Subsidiary transfers such property to a Person and BGI or such Restricted Subsidiary leases it from such Person, other than leases between BGI and a Restricted Subsidiary of BGI or between Restricted Subsidiaries of BGI.

"S&P" means S&P Global Ratings, a division of S&P Global Inc. or any successor to the rating agency business thereof.

"SEC" means the Securities and Exchange Commission.

"Second Priority Designated Agent" means such agent or trustee as is designated "Second Priority Designated Agent" under the Intercreditor Agreement by Second Priority Secured Parties holding a majority in principal amount of the Second Priority Obligations then outstanding.

"Second Priority Intercreditor Agreement" means the Second Amended and Restated Intercreditor Agreement, dated as of February 5, 2008, by and among the Existing Second Priority Notes Trustee, the Existing Second Priority Notes Collateral Agent, the Term Facility Administrative Agent, the Term Loan Collateral Agent, the Revolving Facility Administrative Agent, the Revolving Facility Collateral Agent, the Subsidiaries of the Issuer party thereto and Berry Global Group, Inc., as amended, supplemented or otherwise modified prior to the Issue Date (including in connection with the issuance of the First Priority Dollar Notes and the First Priority Euro Notes Obligations), as will be supplemented as of the Issue Date by the execution and delivery of a joinder agreement by the Collateral Agent, the Trustee, the Term Facility Administrative Agent, the Term Loan Collateral Agent, the Revolving Facility Administrative Agent, the Revolving Facility Collateral Agent, Trustee, the Collateral Agent, Berry Global Group, Inc., BGI and the Subsidiary Guarantors, and as may be further amended, restated or otherwise supplemented.

"Second Priority Obligations" means the Obligations in respect of the Existing Second Priority Notes and the Other Second-Lien Obligations.

"Second Priority Secured Parties" means all Persons holding any Second Priority Obligations, including the collateral agent for any Other Second-Lien Obligations.

"Secured Bank Indebtedness" means any Bank Indebtedness that is secured by a Permitted Lien incurred or deemed incurred pursuant to clause (6)(B) of the definition of "Permitted Lien."

"Secured Indebtedness" means any Indebtedness secured by a Lien.

"Secured Indebtedness Leverage Ratio" means, with respect to any Person, at any date the ratio of: (i) an amount equal to (a) the amount of Secured Indebtedness (other than Secured Indebtedness described in clause (6)(B)(II) of the definition of "Permitted Liens") of such Person and its Restricted Subsidiaries as of such date of calculation (determined on a consolidated basis in accordance with GAAP) that constitutes First Priority Lien Obligations minus (b) the amount of cash and Cash Equivalents of such Person and its Restricted Subsidiaries as of such date to (ii) EBITDA of such Person for the four full fiscal quarters for which internal financial statements are available immediately preceding such date on which such additional Indebtedness is Incurred. In the event that BGI or any of its Restricted Subsidiaries Incurs, repays, repurchases or redeems any Indebtedness subsequent to the commencement of the period for which the Secured Indebtedness Leverage Ratio is being calculated but prior to the event for which the calculation of the Secured Indebtedness Leverage Ratio is made (the "Secured Leverage Calculation Date"), then the Secured Indebtedness Leverage Ratio shall be calculated giving pro forma effect to such Incurrence, repayment, repurchase or redemption of Indebtedness as if the same had occurred at the beginning of the applicable four-quarter period; *provided* that BGI may elect, pursuant to an Officers' Certificate delivered to the Trustee to treat all or any portion of the commitment under any Indebtedness as being Incurred at such time, in which case any subsequent Incurrence of Indebtedness under such commitment shall not be deemed, for purposes of this calculation, to be an Incurrence at such subsequent time.

For purposes of making the computation referred to above, Investments, acquisitions, dispositions, mergers, consolidations and discontinued operations (as determined in accordance with GAAP), in each case with respect to an operating unit of a business, and any operational changes that BGI or any of its Restricted Subsidiaries has determined to make and/or made after September 20, 2006 and during the four-quarter reference period or subsequent to such reference period and on or prior to or simultaneously with the Secured Leverage Calculation Date (each, for purposes of this definition, a "pro forma event") shall be calculated on a pro forma basis assuming that all such Investments, acquisitions, dispositions, mergers, consolidations, discontinued operations and other operational changes (and the change of any associated Indebtedness and the change in EBITDA resulting therefrom) had occurred on the first day of the four-quarter reference period. If since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged with or into BGI or any Restricted Subsidiary since the beginning of such period shall have made any Investment, acquisition, disposition, merger, consolidation, discontinued operation or operational change, in each case with respect to an operating unit of a business, that would have required adjustment pursuant to this definition, then the Secured Indebtedness Leverage Ratio shall be calculated giving pro forma effect thereto for such period as if such Investment, acquisition, disposition, discontinued operation, merger, consolidation or operational change had occurred at the beginning of the applicable four- quarter period.

For purposes of this definition, whenever pro forma effect is to be given to any pro forma event, the pro forma calculations shall be made in good faith by a responsible financial or accounting officer of BGI. Any such pro forma calculation may include adjustments appropriate, in the reasonable good faith determination of BGI as set forth in an Officers' Certificate, to reflect (1) operating expense reductions and other operating improvements or cost synergies reasonably expected to result from the applicable pro forma event and (2) all pro forma adjustments of the nature used in similar calculations in the Existing Second Priority Notes Indentures and the Existing First Priority Notes Indentures (as in effect on the Issue Date).

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Security Agreement Obligations" means (a) the Bank Agreement Obligations, (b) the due and punctual payment and performance of all obligations of each Loan Party (as defined in each of the Term Loan Credit Agreement and the Revolving Credit Agreement) under each Swap Agreement that (i) was in effect on April 3, 2007 with a counterparty that was a Revolving Facility Lender or an Affiliate of a Revolving Facility Lender of April 3, 2007 or (ii) is (or was) entered into after April 3, 2007 with any counterparty that is (or was) a Revolving Lender or an Affiliate of a Revolving Facility Lender at the time such Swap Agreement is (or was) entered into, and (c) the due and punctual payment and performance of all obligations of each Bank Agreement Borrower and any of their Subsidiaries in respect of overdrafts and related liabilities owed to a Revolving Facility Lender or any of its Affiliates (or any other Person designated by BGI as a provider of cash management services and entitled to the benefit of the Security Agreement) and arising from cash management services (including treasury, depository, overdraft, credit or debit card, electronic funds transfer, ACH services and other cash management arrangements).

"Security Documents" means the security agreements, pledge agreements, collateral assignments, Mortgages and related agreements, as amended, supplemented, restated, renewed, refunded, replaced, restructured, repaid, refinanced or otherwise modified from time to time, creating the security interests in favor of the Collateral Agent in the Collateral as contemplated by the Indentures.

"Senior Claims" means (a) with respect to the Revolving Facility Senior Collateral, the Revolving Facility Obligations secured by such Collateral, and (b) with respect to the Collateral other than the Revolving Facility Senior Collateral, the Term Loan Obligations, the Note Obligations and any First Priority Lien Obligations other than Revolving Facility Obligations, in each case, secured by such Collateral.

"Senior Fixed Collateral Intercreditor Agreement" means the Senior Fixed Collateral Priority and Intercreditor Agreement, dated as of February 5, 2008, by and among the Term Facility Administrative Agent, the Term Loan Collateral Agent, the Company and Berry Global Group, Inc. (formerly known as Berry Plastics Group, Inc.), as amended, supplemented or otherwise modified from time to time and as will be supplemented as of the Issue Date by the execution and delivery of a joinder agreement by the Collateral

Agent, the Trustee, the Term Facility Administrative Agent, the Term Loan Collateral Agent, Berry Global Group, Inc. (formerly known as Berry Plastics Group, Inc.), BGI and the Subsidiary Guarantors, as amended, supplemented or otherwise modified from time to time.

"Senior Fixed Obligations" means all First Priority Lien Obligations other than Revolving Facility Obligations.

"Senior Fixed Obligations Secured Parties" means each of the Term Loan Secured Parties, the Note Secured Parties and each other First Priority Lien Obligations secured parties.

"Senior Lender Collateral" means all of the assets of BGI or any Subsidiary Guarantor, whether real, personal or mixed, with respect to which a Lien is granted as security for any First Priority Lien Obligations.

"Senior Lender Intercreditor Agreement" means the Second Amended and Restated Senior Lender Priority and Intercreditor Agreement, dated as of February 5, 2008, by and among the Term Facility Administrative Agent, the Term Loan Collateral Agent, the Revolving Facility Administrative Agent, the Revolving Facility Collateral Agent, BGI, certain Subsidiaries of BGI and Berry Global Group, Inc., as amended, supplemented or otherwise modified from time to time and as will be supplemented as of the Issue Date by the execution and delivery of a joinder agreement by the Collateral Agent, the Trustee, the Term Facility Administrative Agent, the Term Loan Collateral Agent, the Revolving Facility Administrative Agent, the Revolving Facility Collateral Agent, Berry Global Group, Inc. (formerly known as Berry Plastics Group, Inc.), BGI and the Subsidiary Guarantors.

"Senior Representative" means (a) with respect to the Collateral other than the Revolving Facility Senior Collateral, each of the Term Facility Administrative Agent, each administrative agent, trustee or similar representative of any Other First Priority Lien Obligations and the Trustee and (b) with respect to the Revolving Facility Senior Collateral, the Revolving Facility Administrative Agent.

"Senior Secured Obligations" means (a) with respect to the Revolving Facility Obligations (to the extent such Obligations are secured by Collateral other than Revolving Facility Senior Collateral), the Senior Fixed Obligations, and (b) with respect to Term Loan Obligations, the Note Obligations and any Series of First Priority Lien Obligations other than Revolving Facility Obligations (to the extent such Obligations are secured by the Revolving Facility Senior Collateral), the Revolving Facility Obligations; all of the foregoing obligations described in clause (a) or clause (b) being a separate "Class" of Senior Secured Obligations.

"Senior Secured Obligations Collateral" means, with respect to any of the Revolving Facility Obligations, Term Loan Obligations and any Other First Priority Lien Obligations, the Collateral in respect of which such Obligations constitute Senior Claims.

"Senior Secured Obligations Secured Parties" means (a) with respect to Collateral other than the Revolving Facility Senior Collateral, the Term Loan Secured Parties, the Note Secured Parties and any holder of other First Priority Lien Obligations other than Revolving Facility Obligations, and (b) with respect to the Revolving Facility Senior Collateral, the Revolving Facility Secured Parties.

"Series" means (a) each of the Term Loan Obligations, Note Obligations and each series of any Other First Priority Lien Obligations, each of which shall constitute a separate Series of the Class of Senior Secured Obligations constituting Senior Fixed Obligations, except that to the extent that any two series of such Other First Priority Lien Obligations (i) are secured by identical Collateral held by a common collateral agent, (ii) have their security interests documented by a single set of security documents and (iii) the two series are issued or incurred either on the same date or within 30 days of the issuance or incurrence of each other, each such series of Other First Priority Lien Obligations shall collectively constitute a single Series; and (b) the Revolving Facility Obligations, which shall constitute the single Series of the Class of Senior Secured Obligations constituting Revolving Facility Obligations. With respect to the Senior Fixed Obligations Secured Parties, the Senior Fixed Obligations Secured Parties with respect to each Series of Senior Fixed Obligations shall constitute a separate Series of Senior Fixed Obligations Secured Parties.

"Significant Subsidiary" means any Restricted Subsidiary that would be a "Significant Subsidiary" of BGI within the meaning of Rule 1-02 under Regulation S-X promulgated by the SEC.

"Standard Securitization Undertakings" means representations, warranties, covenants, indemnities and guarantees of performance entered into by BGI or any Subsidiary of BGI which BGI has determined in good faith to be customary in a Receivables Financing including, without limitation, those relating to the servicing of the assets of a Receivables Subsidiary, it being understood that any Receivables Repurchase Obligation shall be deemed to be a Standard Securitization Undertaking.

"Stated Maturity" means, with respect to any security, the date specified in such security as the fixed date on which the final payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of such security at the option of the holder thereof upon the happening of any contingency beyond the control of BGI unless such contingency has occurred).

"Subordinated Indebtedness" means (a) with respect to BGI, any Indebtedness of BGI which is by its terms subordinated in right of payment to the First Priority Notes, and (b) with respect to any Subsidiary Guarantor, any Indebtedness of such Subsidiary Guarantor which is by its terms subordinated in right of payment to its Subsidiary Guarantee.

"Subsidiary" means, with respect to any Person, (1) any corporation, association or other business entity (other than a partnership, joint venture or limited liability company) of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, and (2) any partnership, joint venture or limited liability company of which (x) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, whether in the form of membership, general, special or limited partnership interests or otherwise, and (y) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

"Subsidiary Guarantee" means any guarantee, other than the Parent Guarantee, of the obligations of BGI under the Indentures and the First Priority Notes by any Restricted Subsidiary in accordance with the provisions of the Indentures.

"Subsidiary Guarantor" means any Restricted Subsidiary that Incurs a Subsidiary Guarantee; *provided* that upon the release or discharge of such Person from its Subsidiary Guarantee in accordance with the Indentures, such Person ceases to be a Subsidiary Guarantor. For the avoidance of doubt, Parent shall not constitute a Subsidiary Guarantor.

"Tax Distributions" means the payment of dividends or other distributions to any direct or indirect parent of BGI in amounts required for such parent to pay federal, state or local income taxes (as the case may be) imposed directly on such parent to the extent such income taxes are attributable to the income of BGI and its Restricted Subsidiaries (including, without limitation, by virtue of such parent being the common parent of a consolidated or combined tax group of which BGI and/or its Restricted Subsidiaries are members).

"Term Facility Administrative Agent" means Credit Suisse, Cayman Islands Branch, as administrative agent for the lenders under the Term Loan Credit Agreement, together with its successors and permitted assigns under the Term Loan Credit Agreement exercising substantially the same rights and powers, or such other agent as may from time to time be appointed thereunder.

"Term Loan Collateral Agent" means Credit Suisse, Cayman Islands Branch, as collateral agent for the lenders under the Term Loan Credit Agreement, together with its respective successors and permitted assigns under the Term Loan Credit Agreement exercising substantially the same rights and powers, or such other agent as may from time to time be appointed thereunder.

"Term Loan Credit Agreement" means that certain Second Amended and Restated Term Loan Credit Agreement, dated April 3, 2007, by and among BGI, Berry Global Group, Inc., Credit Suisse, Cayman Islands Branch, as administrative agent, and the other lenders party thereto, as amended by the Incremental Assumption Agreement, dated as of February 8, 2013, the Incremental Assumption Agreement, dated as of January 6, 2014, the Incremental Assumption Agreement, dated as of October 1, 2015, that certain

Incremental Assumption Agreement and Amendment, dated as of June 15, 2016, that certain Incremental Assumption Agreement, dated as of January 19, 2017, that certain Incremental Assumption Agreement, dated as of February 10, 2017, that certain Incremental Assumption Agreement, dated as of August 10, 2017, that certain Incremental Assumption Agreement, dated as of November 27, 2017, that certain Incremental Assumption Agreement and Amendment, dated as of February 12, 2018, that certain Incremental Assumption Agreement, dated as of May 16, 2018, that certain Amendment Agreement, dated as of April 10, 2019, by an Incremental Assumption Agreement and Amendment, dated as of July 1, 2019, by an Incremental Assumption Agreement, dated as of October 18, 2019, that certain Incremental Assumption Agreement, dated as of December 17, 2019, that certain Incremental Assumption Agreement and Amendment, dated as of March 4, 2021, that certain Incremental Amendment, dated as of June 21, 2023, and that certain Incremental Assumption Agreement and Amendment, dated of October 10, 2023, and as amended, restated, supplemented, waived, replaced (whether or not upon termination, and whether with the original lenders or otherwise), restructured, repaid, refunded, refinanced or otherwise modified from time to time, including any agreement or indenture extending the maturity thereof, refinancing, replacing or otherwise restructuring all or any portion of the Indebtedness under such agreement or agreements or indenture or indentures or any successor or replacement agreement or agreements or indenture or indentures or increasing the amount loaned or issued thereunder or altering the maturity thereof.

"Term Loan Credit Agreement Documents" means the collective reference to the Term Loan Credit Agreement, any notes issued pursuant thereto and the guarantees thereof, and the collateral documents relating thereto, as amended, supplemented, restated, renewed, refunded, replaced, restructured, repaid, refinanced or otherwise modified from time to time.

"Term Loan Lenders" means the "Lenders" under and as defined in the Term Loan Credit Agreement. "Term Loan Obligations" means all Security Agreement Obligations now or hereafter owing to Term Loan Secured Parties, and all other indebtedness and obligations now or hereafter owing to the Term Loan Secured Parties that is secured by any of the Bank Agreement Security Documents.

"Term Loan Secured Parties" means, at any time, (a) the Term Loan Lenders, (b) the Term Facility Administrative Agent and the Term Loan Collateral Agent, (c) the beneficiaries of each indemnification obligation undertaken by BGI and any Subsidiary Guarantor party to the Term Loan Credit Agreement under any Loan Document (as defined in the Term Loan Credit Agreement) and (d) the successors and permitted assigns of each of the foregoing.

"TIA" means the Trust Indenture Act of 1939 (15 U.S.C. Sections 77aaa-77bbbb) as in effect on the date of the Indentures, except as otherwise provided therein.

"Total Assets" means the total consolidated assets of BGI and its Restricted Subsidiaries, as shown on the most recent balance sheet of BGI.

"Trust Officer" means:

(1) any officer within the corporate trust department of the Trustee, including any vice president, assistant vice president, assistant secretary, assistant treasurer, trust officer or any other officer of the Trustee who customarily performs functions similar to those performed by the Persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such person's knowledge of and familiarity with the particular subject, and

(2) who shall have direct responsibility for the administration of the Indentures.

"Trustee" means the party named as such in the Indentures until a successor replaces it and, thereafter, means the successor.

"Unrestricted Subsidiary" means:

(1) BP Parallel LLC, for so long as such Person is a Subsidiary of BGI and is not designated as a Restricted Subsidiary by the Board of Directors of BGI;

(2) any Subsidiary of BGI that at the time of determination shall be designated an "Unrestricted Subsidiary" (or equivalent thereof) under the Credit Agreements or the Existing First Priority Notes; and

(3) any Subsidiary of an Unrestricted Subsidiary.

"U.S. Government Obligations" means securities that are:

(1) direct obligations of the United States of America for the timely payment of which its full faith and credit is pledged, or

(2) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America, the timely payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America, which, in each case, are not callable or redeemable at the option of BGI thereof, and shall also include a depository receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act) as custodian with respect to any such U.S. Government Obligations or a specific payment of principal of or interest on any such U.S. Government Obligations held by such custodian for the account of the holder of such depository receipt; *provided* that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the U.S. Government Obligations or the specific payment of principal of or interest on the U.S. Government Obligations evidenced by such depository receipt.

"Voting Stock" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"Wholly Owned Restricted Subsidiary" means any Wholly Owned Subsidiary that is a Restricted Subsidiary.

"Wholly Owned Subsidiary" of any Person means a Subsidiary of such Person 100% of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares or shares required to be held by Foreign Subsidiaries) shall at the time be owned by such Person or by one or more Wholly Owned Subsidiaries of such Person.

DESCRIPTION OF OTHER INDEBTEDNESS

First Priority Senior Secured Term Loan and Revolving Credit Facilities

BGI is a party to senior secured credit facilities that as of June 29, 2024 included a term loan in the outstanding principal amount of $440 million that matures July 1, 2026, a term loan in the outstanding principal amount of $1,538 million that matures July 1, 2029, and a revolving credit facility which is split into an $975 million U.S. tranche (the "U.S. Tranche") under which BGI is the borrower and a $25 million Canadian tranche (the "Canadian Tranche") under which Berry Plastics Canada, Inc. (the "Canadian Borrower") is the borrower.

The U.S. Tranche is available to BGI in an amount equal to the lesser of (a) $975 million or (b) the U.S. borrowing base, which is a function of, among other things, BGI's and certain of its domestic subsidiaries' accounts receivable, inventory and certain cash. The Canadian Tranche is available to the Canadian Borrower in an amount equal to the lesser of (a) $25 million or (b) the Canadian borrowing base, which is a function of, among other things, the Canadian Borrower's and certain of its Canadian subsidiaries' accounts receivable, inventory and certain cash. BGI has the ability to request a reallocation of the commitments between the U.S. Tranche and the Canadian Tranche on a quarterly basis. The U.S. Tranche will be available in U.S. dollars and the Canadian Tranche will be available in U.S. dollars and Canadian dollars.

The borrowing base for the U.S. Tranche is, at any time of determination, an amount (net of reserves) equal to the sum of:

- 90% of the net amount of eligible accounts receivable of BGI and the U.S. subsidiary guarantors;
- 85% of the net orderly liquidation value of eligible inventory of BGI and the U.S. subsidiary guarantors; and
- 100% of the cash of BGI and the U.S. subsidiary guarantors held in deposit accounts with the administrative agent of the revolving credit facility and subject to blocked account agreements.

The U.S. Tranche includes borrowing capacity available for letters of credit and for borrowings on same- day notice, referred to as swingline loans.

The borrowing base for the Canadian Tranche is, at any time of determination, an amount (net of reserves) equal to the sum of:

- 90% of the net amount of eligible accounts receivable of the Canadian Borrower and the Canadian subsidiary guarantors; and
- 85% of the net orderly liquidation value of eligible inventory of the Canadian Borrower and the Canadian subsidiary guarantors; and
- 100% of the cash of the Canadian Borrower and the Canadian subsidiary guarantors held in deposit accounts with the administrative agent of the revolving credit facility and subject to blocked account agreements.

The Canadian Tranche includes borrowing capacity available for letters of credit and for borrowings on same-day notice, referred to as swingline loans.

Borrowings under the term loan facility bear interest at a rate equal to a customary applicable margin plus, as determined at our option, either (a) a base rate determined by reference to the higher of (1) the prime rate of Credit Suisse AG, Cayman Islands Branch, as administrative agent, (2) the U.S. federal funds rate plus 1/2 of 1% and (3) an adjusted one-month term SOFR rate plus 1.00% or (b) a term SOFR rate for the interest period relevant to such borrowing adjusted for certain additional costs. Based on market conditions, from time to time, BGI may reprice existing term loans in order to obtain lower interest rates.

Borrowings under the U.S. Tranche bear interest at a rate equal to a customary applicable margin plus, as determined at our option, either (a) a base rate determined by reference to the higher of (1) the prime rate of Bank of America, N.A., (2) the U.S. federal funds rate plus 1/2 of 1% and (3) one-month term SOFR plus 1.00% or (b) a term SOFR rate for the interest period relevant to such borrowing. The applicable

margin for such borrowings under the U.S. Tranche is adjusted based on the quarterly average daily borrowing availability under the U.S. Tranche. In no event will any index on which the interest rates are based be less than zero.

Borrowings under the Canadian Tranche bear interest at a rate equal to a customary applicable margin plus, as determined at our option, either (a) in the case of a U.S. dollar borrowing, (1) a base rate determined by reference to the higher of (x) the prime rate of Bank of America, N.A., as administrative agent, (y) the U.S. federal funds rate plus 1/2 of 1% and (z) a one-month term SOFR rate plus 1.00% or (2) a term SOFR rate for the interest period relevant to such borrowing and (b) in the case of a Canadian dollar borrowing, (1) a base rate determined by reference to the higher of (x) Canadian prime rate of Bank of America, N.A. (acting through its Canadian branch) or (y) term CORRA rate plue 1%, and (2) a term CORRA rate for the interest period relevant to such borrowing. In no event will any index on which the interest rates are based be less than zero.

Under certain circumstances, the revolving credit facility provides for the substitution of an alternate benchmark rate along with certain conforming changes and adjustments giving due consideration to any evolving or then existing convention for similar syndicated credit facilities.

In addition, BGI must prepay the outstanding Term Loans, subject to certain exceptions, with 100% of the net cash proceeds of all non-ordinary course asset sales and casualty and condemnation events, if BGI does not reinvest or commit to reinvest those proceeds in assets to be used in its business or to make certain other permitted investments within 15 months, subject to certain limitations.

In addition to paying interest on outstanding principal under the senior secured credit facilities, BGI is required to pay a commitment fee to the lenders under the revolving credit facilities in respect of the unutilized commitments thereunder at a rate equal to 0.25% per annum. BGI also pays a customary letter of credit fee, including a fronting fee of 0.125% per annum of the stated amount of each outstanding letter of credit, and customary agency fees. BGI may voluntarily repay outstanding loans under the senior secured credit facilities at any time without premium or penalty, other than customary “breakage” costs with respect to eurodollar loans.

BGI may voluntarily repay outstanding loans under the senior secured credit facilities at any time without premium or penalty, other than customary “breakage” costs with respect to eurocurrency loans.

The senior secured credit facilities contain a number of covenants that, among other things, restrict, subject to certain exceptions, BGI’s ability and the ability of its subsidiaries to:

- sell assets;
- incur additional indebtedness;
- repay other indebtedness;
- pay dividends and distributions or repurchase our capital stock;
- create liens on assets;
- make investments, loans, guarantees or advances;
- make certain acquisitions;
- engage in mergers or consolidations;
- enter into sale leaseback transactions;
- engage in certain transactions with affiliates;
- amend certain material agreements governing our indebtedness;
- amend organizational documents;
- change the business conducted by BGI and its subsidiaries;
- change BGI’s fiscal year end; and
- enter into agreements that restrict dividends from subsidiaries.

All obligations under the term loan facility and the U.S. Tranche are unconditionally guaranteed by Berry and, subject to certain exceptions, each of BGI's existing and future direct and indirect domestic subsidiaries. The guarantees of those obligations are secured by substantially all of BGI's assets and those of each domestic subsidiary guarantor as well as the equity interests in BGI held by Berry. All obligations under the Canadian Tranche are unconditionally guaranteed by Berry, BGI and, subject to certain exceptions, each of BGI's existing and future direct and indirect domestic and Canadian subsidiaries. The guarantees of those obligations are secured by substantially all of BGI's assets and those of each domestic and Canadian subsidiary guarantor as well as the equity interests in BGI held by Berry.

The term loan facility also requires BGI to use commercially reasonable efforts to maintain corporate ratings from each of Moody's and S&P for the term loan facility. The senior secured credit facilities also contain certain other customary affirmative covenants and events of default. In addition, the amended and restated revolving credit facility will require BGI to maintain a minimum fixed charge coverage ratio at any time when specified availability falls below either 10% of the lesser of the revolving credit facility commitments and the borrowing base (and in no event less than $50 million) (and for ten consecutive days following the date upon which availability exceeds and continues to exceed such threshold) or during the continuation of an event of default. In that event, BGI must satisfy a minimum fixed charge coverage ratio requirement of 1.0 to 1.0.

Second Priority Senior Secured Notes

The 4.50% second priority senior secured notes due 2026 issued by BGI (the "4.50% Notes") will mature on February 15, 2026. BGI may redeem some or all of the 4.50% Notes at redemption prices set forth in the indenture relating to the 4.50% Notes. If a change of control occurs, BGI will give holders of the 4.50% Notes an opportunity to sell their notes at a purchase price of 101% of the principal amount plus accrued and unpaid interest, or redeem the 4.50% Notes in full as provided above.

The 5.625% second priority senior secured notes due 2027 (the "5.625% Notes") that BGI assumed in July 2019 will mature on July 15, 2027. BGI may redeem some or all of the 5.625% Notes at redemption prices set forth in the indenture relating to the 5.625% Notes. If a change of control occurs, BGI will give holders of the 5.625% Notes an opportunity to sell their notes at a purchase price of 101% of the principal amount plus accrued and unpaid interest, or redeem the 5.625% Notes in full as provided above.

The 4.50% Notes and the 5.625% Notes (together, the "Second Priority Notes") are secured, senior obligations of BGI, are guaranteed on a senior basis by Berry and by each of BGI's existing and future direct or indirect subsidiaries that guarantee BGI's senior secured credit facilities and are secured on a second priority basis by assets of BGI and its subsidiaries that guarantee the corresponding Second Priority Notes. No principal payments are required prior to maturity of the applicable Second Priority Notes.

The indentures relating to the Second Priority Notes (the "Second Priority Indentures") contain a number of covenants that, among other things and subject to certain exceptions, restrict the ability of BGI and its restricted subsidiaries to incur indebtedness or issue disqualified stock or preferred stock, pay dividends or redeem or repurchase stock, make certain types of investments, sell assets, incur certain liens, enter into agreements restricting dividends or other payments from subsidiaries, enter into certain transactions with affiliates and consolidate, merge or sell all or substantially all of its assets.

The Second Priority Indentures provide that BGI may not, directly or indirectly, consolidate, amalgamate or merge with or into or wind up or convert into (whether or not BGI is the surviving person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions to, any person unless certain requirements in the applicable indenture are met.

First Priority Senior Secured Notes

The issued $1.250 billion in aggregate principal amount of 4.875% first priority senior secured notes due 2026 (the "4.875% Notes") that BGI assumed in July 2019 will mature on July 15, 2026.

BGI may redeem some or all of the 4.875% Notes at redemption prices set forth in the indenture relating to the 4.875% Notes. If a change of control occurs, BGI will give holders of the 4.875% Notes an

opportunity to sell their notes at a purchase price of 101% of the principal amount plus accrued and unpaid interest, or redeem the 4.875% Notes in full as provided above.

In January 2020, BGI issued €700 million in aggregate principal amount of 1.00% first priority senior secured notes due 2025 (the "1.00% Notes") and €375 million in aggregate principal amount of 1.50% first priority senior secured notes due 2027 (the "1.50% Notes"). The 1.00% Notes will mature on July 31, 2025 and the 1.50% Notes will mature on July 31, 2027.

The 1.00% Notes may be redeemed, at BGI's option, prior to October 15, 2024, at a price equal to 100% of the principal amount of the 1.00% Notes redeemed, plus accrued and unpaid interest and additional interest, if any, to, but not including the redemption date, plus an applicable premium. The 1.50% Notes may be redeemed, at BGI's option, prior to October 15, 2026, at a price equal to 100% of the principal amount of the 1.50% Notes redeemed, plus accrued and unpaid interest and additional interest, if any, to, but not including the redemption date, plus an applicable premium. On or after July 15, 2024, BGI may redeem some or all of the 1.00% Notes and/or the 1.50% Notes at redemption prices set forth in the indenture relating to the 1.00% Notes and the 1.50% Notes. If a change of control occurs, BGI will give holders of the 1.00% Notes and 1.50% Notes an opportunity to sell their notes at a purchase price of 101% of the principal amount plus accrued and unpaid interest, or redeem the 1.00% Notes and 1.50% Notes in full as provided above.

In December 2020, BGI issued $750 million in aggregate principal amount of 1.57% first priority senior secured notes due 2026 (the "Existing 1.57% Notes"). In March 2021, BGI issued $775 million in aggregate principal amount of the 1.57% first priority senior secured notes due 2026 (the "New 1.57% Notes," and collectively with the Existing 1.57% Notes, the "1.57% Notes"), which was an additional issuance of the Existing 1.57% Notes issued pursuant to the indenture dated December 22, 2020, and are consolidated with and form a single series with the Existing 1.57% Notes. (the "1.57% Notes"). The 1.57% Notes will mature on January 15, 2026.

Prior to December 15, 2025, BGI may redeem the 1.57% Notes at its option, in whole at any time or in part from time to time, upon not less than 30 nor more than 60 days' prior notice mailed by first-class mail or sent electronically to each holder's registered address, at a redemption price equal to the greater of (i) 100% of the principal amount of the 1.57% Notes redeemed or (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the notes being redeemed (assuming that such 1.57% Notes matured on December 15, 2025), exclusive of interest accrued to, but not including, the redemption date, discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at a rate equal to the sum of the applicable treasury rate plus 20 basis points plus accrued and unpaid interest. On or after December 15, 2025, the 1.57% Notes will be redeemable, in whole or in part, at BGI's option, at any time or from time to time, on at least 15 days' but not more than 60 days' prior notice to the holders of the 1.57% Notes to be redeemed, at a redemption price equal to 100% of the principal amount thereof plus accrued and unpaid interest.

In June 2021, BGI issued $400 million in aggregate principal amount of 1.65% first priority senior secured notes due 2027 (the "1.65% Notes"). The 1.65% Notes will mature on January 15, 2027.

Prior to December 15, 2026, BGI may redeem the 1.65% Notes at its option, in whole at any time or in part from time to time, upon not less than 30 nor more than 60 days' prior notice mailed by first-class mail or sent electronically to each holder's registered address, at a redemption price equal to the greater of (i) 100% of the principal amount of the 1.65% Notes redeemed or (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the notes being redeemed (assuming that such 1.65% Notes matured on January 15, 2024), exclusive of interest accrued to, but not including, the redemption date, discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at a rate equal to the sum of the applicable treasury rate plus 15 basis points. On or after December 15, 2026, the 1.65% Notes will be redeemable, in whole or in part, at BGI's option, at any time or from time to time, on at least 15 days' but not more than 60 days' prior notice to the holders of the 1.65% Notes to be redeemed, at a redemption price equal to 100% of the principal amount thereof.

In March 2023, BGI issued $500 million in aggregate principal amount of 5.50% first priority senior secured notes due 2028 (the "5.50% Notes"). The 5.50% Notes will mature on April 15, 2028. Prior to March 15, 2028, BGI may redeem the 5.50% Notes at its option, in whole at any time or in part from time

to time, at a redemption price equal to the greater of (i) (a) the sum of the present values of the remaining scheduled payments of principal and interest on the notes being redeemed discounted to the redemption date (assuming that such 5.50% Notes matured on March 15, 2028) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable treasury rate plus 35 basis points less (b) interest accrued to the date of redemption and (ii) 100% of the principal amount of the 5.50% Notes being redeemed, plus, in either case, accrued and unpaid interest thereon to the redemption date. On or after the March 15, 2028, BGI may redeem the 5.50% Notes, in whole or in part at any time and from time to time, at a redemption price equal to 100% of the principal amount thereof plus accrued and unpaid interest thereon to the redemption date.

The 4.875% Notes, the 1.00% Notes, the 1.50% Notes, the 1.57% Notes, the 1.65% Notes and the 5.50% Notes (collectively, the "Existing First Priority Notes") are secured, senior obligations of BGI, are guaranteed on a senior basis by Berry and by each of BGI's existing and future direct or indirect subsidiaries that guarantee BGI's senior secured credit facilities and are secured on a first priority basis by assets of BGI and its subsidiaries that guarantee the corresponding Existing First Priority Notes. No principal payments are required prior to maturity of the applicable Existing First Priority Notes.

The indenture relating to the 1.00% Notes and the 1.50% Notes (the "First Priority Euro Indenture") and the indentures relating to the 4.875% Notes (the "First Priority Dollar Indentures", and together with the First Priority Euro Indenture, the "First Priority Indentures") contain a number of covenants that, among other things and subject to certain exceptions, restrict the ability of BGI and its restricted subsidiaries to incur indebtedness or issue disqualified stock or preferred stock, pay dividends or redeem or repurchase stock, make certain types of investments, sell assets, incur certain liens, enter into agreements restricting dividends or other payments from subsidiaries, enter into certain transactions with affiliates and consolidate, merge or sell all or substantially all of its assets.

The indenture relating to the 1.57% Notes, the indenture relating to the 1.65% Notes and the indenture relating to the 5.50% Notes (the "Investment Grade Indentures") contain a number of restrictive covenants, including those relating to the ability of BGI to create or incur certain liens; and transfer all or substantially all of BGI's assets or enter into merger or consolidation transactions.

Subject to certain limitations, in the event of the occurrence of both (1) a change of control of BGI and (2) a withdrawal or downgrade of the investment grade ratings of the 1.57% Notes, the 1.65% Notes or the 5.50% Notes, as applicable, by two or more of Moody's Investors Service, Inc., S&P Global Ratings, a division of S&P Global Inc., and Fitch Ratings, Inc. (collectively, the "Rating Agencies") or a change of control of transaction is proposed and two or more Rating Agencies indicate that, if consummated, such transaction (alone or together with any related recapitalization or refinancing transactions) would cause such Rating Agency to withdraw its investment grade ratings or downgrade the ratings assigned to the 1.57% Notes, the 1.65% Notes or the 5.50% Notes, as applicable, below investment grade, BGI will be required to make an offer to purchase the 1.57% Notes, the 1.65% Notes or the 5.50% Notes, as applicable, at a price equal to 101% of the principal amount of the 1.57% Notes, the 1.65% Notes or the 5.50% Notes, as applicable, plus accrued and unpaid interest to, but not including, the date of repurchase.

The First Priority Indentures provide that BGI may not, directly or indirectly, consolidate, amalgamate or merge with or into or wind up or convert into (whether or not BGI is the surviving person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions to, any person unless certain requirements in the First Priority Indentures are met.

The First Priority Indentures and the Investment Grade Indentures also provide for events of default, which, if any of them occurs, would permit or require the principal, premium, if any, interest and any other monetary obligations on all the then-outstanding 4.875% Notes under the First Priority Dollar Indentures, all the then-outstanding 1.00% Notes and 1.50% Notes under the First Priority Euro Indenture and all the then-outstanding 1.57% Notes, all the then-outstanding 1.65% Notes and all the then-outstanding 5.50% Notes under the Investment Grade Indentures to be due and payable immediately, subject to the provisions of the intercreditor agreements.

Covenant Compliance

BGI's fixed charge coverage ratio, as defined in the revolving credit facility, is calculated based on a numerator consisting of Adjusted EBITDA less income taxes paid in cash and non-financed capital

expenditures, and a denominator consisting of scheduled principal payments in respect of indebtedness for borrowed money, interest expense and certain distributions. BGI's fixed charge coverage ratio, as defined in the Indenture is calculated based on a numerator consisting of Adjusted EBITDA, and a denominator consisting of interest expense and certain distributions. BGI is required, under its debt incurrence covenant, to use a rolling four quarter Adjusted EBITDA in its calculations.

BGI is required to maintain a minimum fixed charge coverage ratio of 1.0:1.0 under the revolving credit facility at any time when the aggregate unused capacity under the revolving credit facility is less than either 10% of specified availability (and in no event less than $50 million) (and for 10 consecutive days following the date upon which availability exceeds such threshold) or, in each case during the continuation of an event of default. Specified availability is defined as the sum of the aggregate unused capacity under the revolving credit facility plus the excess of the aggregate U.S. and Canadian borrowing base in excess of up to 2.5% of the aggregate commitments.

Failure to maintain a first lien secured indebtedness ratio of 4.0:1.0 under the credit facility relating to the Term Loans, a fixed charge coverage ratio of 2.0:1.0 under the Indenture and unused borrowing capacity under the revolving credit facility or amended and restated revolving credit facility, as applicable, described above, can result in limiting our long-term growth prospects by hindering BGI's ability to incur additional indebtedness, effect acquisitions, enter into certain significant business combinations, make distributions or redeem indebtedness.

CERTAIN MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of certain material U.S. federal income tax (and, with respect to non-U.S. holders (as defined below) estate tax) consequences relating to the exchange of the Outstanding Notes for Exchange Notes in the exchange offers and the ownership and disposition of the Exchange Notes, but does not purport to be an analysis of all potential tax effects. This summary is based on the Internal Revenue Code of 1986, as amended, which we refer to as the Code, administrative pronouncements, judicial decisions and final, temporary and proposed Treasury regulations, all as in effect on the date hereof and all of which are subject to change (possibly with retroactive effect) or to different interpretations. This summary is limited to persons who hold the notes as capital assets within the meaning of Section 1221 of the Code (generally, property held for investment). The discussion does not address all aspects of U.S. federal income taxation that may be important to particular investors in light of their individual circumstances or the U.S. federal income tax consequences applicable to special classes of taxpayers such as banks and certain other financial institutions, insurance companies, tax-exempt organizations, holders of Notes that are pass-through entities or the investors in such pass-through entities, dealers in securities or foreign currency, regulated investment companies, real estate investment trusts, U.S. Holders (as defined below) whose "functional currency" is not the U.S. dollar, traders in securities that elect a mark-to- market method of accounting, investors liable for the alternative minimum tax, controlled foreign corporations, passive foreign investment companies, companies that accumulate earnings for the purpose of avoiding tax, U.S. expatriates, persons who are required to recognize income with respect to the Notes no later than such income is reported on such persons' applicable financial statements and persons holding Notes as part of a hedge, straddle, constructive sale, conversion transaction or other integrated transaction or risk reduction transaction. The discussion does not address any non-income tax considerations or any foreign, state or local tax consequences. We have not sought and will not seek any rulings from the Internal Revenue Service, which we refer to as the IRS, with respect to the matters discussed below. There can be no assurance that the IRS will not take a different position concerning the tax consequences of the exchange of the Outstanding Notes for Exchange Notes or the ownership or disposition of the Exchange Notes or that any such position would not be sustained.

As discussed further below, we believe that the exchange of the Outstanding Notes for the Exchange Notes in the exchange offers will not constitute a taxable exchange for U.S. federal income tax purposes. Accordingly, the material U.S. federal income tax consequences of the ownership and disposition of the Outstanding Notes, as discussed in the final offering memoranda dated March 27, 2023 remain applicable with respect to the ownership and disposition of the Exchange Notes, which material U.S. federal income tax consequences are summarized below in substantially the same form as set forth in such final offering memoranda.

PLEASE CONSULT YOUR OWN TAX ADVISER REGARDING THE APPLICATION OF U.S. FEDERAL INCOME TAX LAWS TO YOUR PARTICULAR SITUATION AND THE CONSEQUENCES OF FEDERAL ESTATE OR GIFT TAX LAWS, STATE, LOCAL AND FOREIGN TAX LAWS AND TAX TREATIES.

As used herein, a "U.S. Holder" means a beneficial owner of a Note that is, for U.S. federal income tax purposes (a) an individual who is a citizen or resident of the United States, (b) a corporation (or other entity classified as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state within the United States, or the District of Columbia, (c) an estate, the income of which is includible in gross income for U.S. federal income tax purposes regardless of source, or (d) a trust if (i) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust, or (ii) the trust validly elected to be treated as a U.S. person under applicable Treasury regulations. A "Non-U.S. Holder" is a beneficial owner of Notes, other than an entity or arrangement that is treated as a partnership for U.S. federal income tax purposes, that is not a U.S. Holder.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes owns any of the Notes, the tax treatment of a partner of such partnership will generally depend upon the status of the partner and the activities of the partnership. Holders of Notes that are partnerships or partners in such partnerships should consult their own tax advisors.

U.S. Holders

The following discussion applies to you only if you are a U.S. Holder as defined above.

Receipt of Exchange Notes

Generally, a U.S. Holder of an Outstanding Note will not recognize taxable gain or loss on the receipt of an Exchange Note in exchange for an Outstanding Note pursuant to the exchange offers. The tax consequences of holding an Exchange Note will be the same as those of holding an Outstanding Note. The U.S. Holder's basis and holding period in the Exchange Note will be the same of the U.S. Holder's basis and holding period in the Outstanding Note surrendered therefore.

Non-U.S. Holders

The following discussion applies to you only if you are a Non-U.S. Holder as defined above.

Special rules may apply to you if you are a "controlled foreign corporation," "passive foreign investment company," a company that accumulates earnings for the purpose of avoiding tax or, in certain circumstances, a United States individual who is an expatriate. In such case, you should consult your tax advisor to determine the U.S. federal, state, local and other tax consequences that may be relevant to you.

Receipt of Exchange Notes

Generally, a Non-U.S. Holder of an Outstanding Note will not recognize taxable gain or loss on the receipt of an Exchange Note in exchange for an Outstanding Note pursuant to the exchange offers. The tax consequences of holding an Exchange Note will be the same as those of holding an Outstanding Note. The Non-U.S. Holder's basis and holding period in the Exchange Note will be the same of the Non-U.S. Holder's basis and holding period in the Outstanding Note surrendered therefore.

PLAN OF DISTRIBUTION

Each broker-dealer that receives Exchange Notes for its own account in the exchange offers must acknowledge that it will deliver a prospectus in connection with any resale of the Exchange Notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Notes received in exchange for Outstanding Notes where the Outstanding Notes were acquired as a result of market-making activities or other trading activities. We have agreed that, for a period ending 180 days from the date on which this registration statement is declared effective, we will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any resale. In addition, until , 2024, all dealers effecting transactions in the Exchange Notes may be required to deliver a prospectus.

We will not receive any proceeds from any sale of Exchange Notes by broker-dealers. Exchange Notes received by broker-dealers for their own account in the exchange offers may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the Exchange Notes or a combination of these methods of resale. These resales may be made at market prices prevailing at the time of resale, at prices related to these prevailing market prices or negotiated prices. Any resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any broker-dealer and/or the purchasers of any of the Exchange Notes. Any broker-dealer that resells Exchange Notes that were received by it for its own account in the exchange offers and any broker or dealer that participates in a distribution of the Exchange Notes may be deemed to be an underwriter within the meaning of the Securities Act, and any profit on the resale of Exchange Notes and any commission or concessions received by those persons may be deemed to be underwriting compensation under the Securities Act. Any such broker-dealer must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction, including the delivery of a prospectus that contains information with respect to any selling holder required by the Securities Act in connection with any resale of the Exchange Notes. By delivering a prospectus, however, a broker-dealer will not be deemed to admit that it is an underwriter within the meaning of the Securities Act.

Furthermore, any broker-dealer that acquired any of its Outstanding Notes directly from us:

- may not rely on the applicable interpretation of the staff of the SEC's position contained in Exxon Capital Holdings Corp., SEC no-action letter (April 13, 1988), Morgan, Stanley & Co. Inc., SEC no-action letter (June 5, 1991) and Shearman & Sterling, SEC no-action letter (July 2, 1993); and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the Exchange Notes.

We have agreed to pay all expenses incident to the performance of our obligations in relation to the exchange offers (including the expenses of one counsel for the holder of the Outstanding Notes) other than commissions or concessions of any brokers or dealers. We will indemnify the holders of the Exchange Notes, including any broker-dealers, against various liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

Bryan Cave Leighton Paisner LLP, Atlanta, Georgia, will pass on certain legal matters in connection with the Exchange Notes offered hereby. Other counsels have passed upon certain legal matters relating to selected subsidiary guarantors in connection with the Exchange Notes offered hereby.

EXPERTS

The consolidated financial statements of Berry Global Group, Inc. appearing in Berry Global Group, Inc.'s Annual Report (Form 10-K) for the year ended September 30, 2023, and the effectiveness of Berry Global Group, Inc.'s internal control over financial reporting as of September 30, 2023, have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their report thereon, included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

INCORPORATION BY REFERENCE

We are incorporating by reference into prospectus certain information filed with the SEC. This means that we can disclose important information to you by referring you to those documents. The information we incorporate by reference is part of this prospectus and any statement contained in a document so incorporated by reference shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained herein or in any other subsequently filed document that also is incorporated by reference in this prospectus modifies or supersedes such statement. The following documents filed with the SEC are incorporated by reference in this prospectus (except for the documents, or portions thereof, that have been furnished but not filed with the SEC, including Items 2.02 and 7.01 for Form 8-K, or as otherwise described below, which documents are not incorporated by reference herein):

- our Annual Report on Form 10-K for the fiscal year ended September 30, 2023, and filed with the SEC on November 17, 2023 (excluding the sections titled "Management's Discussion and Analysis of Financial Condition and Results of Operations — Outlook" and "Management's Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources — Liquidity Outlook); and
- The information contained in our Definitive Proxy Statement on Schedule 14A, filed with the SEC on January 4, 2024 and incorporated into Part III of our Annual Report on Form 10-K for the fiscal year ended September 30, 2023; and
- our Quarterly Reports on Form 10-Q for the quarter ended December 30, 2023, filed with the SEC on February 7, 2024; for the quarter ended March 30, 2024 filed with the SEC on May 9, 2024, and for the for the quarter ended June 29, 2024 filed with the SEC on August 2, 2024; and
- our Current Reports on Form 8-K filed on October 20, 2023, January 17, 2024, February 7, 2024, February 12, 2024, February 15, 2024, April 11, 2024, May 13, 2024, May 14, 2024, May 28, 2024 and September 6, 2024.

All documents we file later with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of this prospectus and prior to the termination of the offering of our securities as described in this prospectus will be deemed to be incorporated by reference into this prospectus, other than information in the documents that is not deemed to be filed with the SEC. A statement contained in this prospectus or in a document incorporated or deemed to be incorporated by reference into this prospectus will be deemed to be modified or superseded to the extent that a statement contained in any subsequently filed document that is incorporated by reference into this prospectus, modifies or supersedes that statement. Any statements so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

You may obtain a copy of the documents we file with the SEC as described under "Where You Can Find Additional Information." In addition, you may request a copy of these filings at no cost, by writing or calling us at the following:

Berry Global Group, Inc.
101 Oakley Street
Evansville, IN 47710
Attention: Director of Investor Relations
(812) 424-2904

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. The SEC maintains an Internet site that contains our reports, proxy statements and other information regarding us at http://www.sec.gov. Our SEC filings are also available free of charge on our website at http://www.berryglobal.com. Our website and the information contained therein or connected thereto shall not be deemed to be incorporated into this prospectus and you should not rely on any such information in making your investment decision.

Berry Global, Inc.

a wholly owned subsidiary of Berry Global Group, Inc.

OFFER TO EXCHANGE ITS

5.650% First Priority Senior Secured Notes due 2034, and

5.800% First Priority Senior Secured Notes due 2031

that have been registered under the Securities Act of 1933, as amended (the "Securities Act")

FOR AN EQUAL AMOUNT OF ITS OUTSTANDING

5.650% First Priority Senior Secured Notes due 2034, and

5.800% First Priority Senior Secured Notes due 2031

that were issued and sold in transactions exempt from registration under the Securities Act

, 2024

PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 20. Indemnification of Directors and Officers

Section 145(a) of the General Corporation Law of the State of Delaware (the "DGCL") provides that a Delaware corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no cause to believe his conduct was unlawful.

Section 145(b) of the DGCL provides that a Delaware corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person acted in any of the capacities set forth above, against expenses actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted under similar standards, except that no indemnification may be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine that despite the adjudication of liability, such person is fairly and reasonably entitled to be indemnified for such expenses which the court shall deem proper.

Section 145 of the DGCL further provides that to the extent a director or officer of a corporation has been successful in the defense of any action, suit or proceeding referred to in subsections (a) and (b) or in the defense of any claim, issue, or matter therein, he shall be indemnified against any expenses actually and reasonably incurred by him in connection therewith; that indemnification provided for by Section 145 shall not be deemed exclusive of any other rights to which the indemnified party may be entitled; and that the corporation may purchase and maintain insurance on behalf of a director, officer, employee or agent of the corporation against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such whether or not the corporation would have the power to indemnify him against such liabilities under Section 145.

Section 102(b)(7) of the DGCL provides that a Delaware corporation may, with certain limitations, set forth in its certificate of incorporation a provision eliminating or limiting the personal liability of a director to the corporation or its stockholders for monetary damages for breach of a fiduciary duty as a director, provided that such provision shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the registrant or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL or (iv) for any transaction from which the director derived an improper personal benefit.

Section 145(g) of the DGCL provides that a Delaware corporation has the power to purchase and maintain insurance on behalf of any director, officer, employee or other agent of the corporation or, if serving in such capacity at the request of the corporation, of another enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation has the power to indemnify such person against such liability under the DGCL. Article 10 of Berry Global's Amended and Restated Certificate of Incorporation permits Berry Global, Inc. to maintain insurance, at Berry Global, Inc.'s expense, to protect Berry Global, Inc. or any directors, officers, employees or agents of the company or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not Berry Global, Inc. would have the power to indemnify such person against such expense, liability or loss under the DGCL.

The Amended and Restated Bylaws of Berry Global, Inc. provide for indemnification, to the fullest extent permitted by the DGCL, of any director or officer of Berry Global, Inc. (and their legal representatives),

and of any person serving at the request of Berry Global, Inc.as a director, officer, trustee, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise (such person, an "indemnitee"), except that Berry Global, Inc. shall indemnify an indemnitee for a proceeding initiated by such indemnitee only if the proceeding was authorized by Berry Global, Inc.'s board of directors. The Amended and Restated Bylaws of Berry Global, Inc. provide for mandatory advancement of expenses to indemnitees defending any proceeding in advance of its final disposition upon an undertaking to repay such amounts advanced if it is ultimately determined that such indemnitee is not entitled to indemnification. The Amended and Restated Bylaws of Berry Global, Inc. states that Berry Global, Inc. shall hold indemnitees harmless to the fullest extent authorized by the DGCL.

Item 21. Exhibits and Financial Statement Schedules.

Exhibit No	Description of Exhibit
2.1	Rule 2.7 Announcement, dated as of March 8, 2019 (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed on March 14, 2019).
2.2	Co-Operation Agreement, dated as of March 8, 2019, by and among Berry Global Group, Inc., Berry Global International Holdings Limited and RPC Group Plc (incorporated by reference to Exhibit 2.2 to the Company's Current Report on Form 8-K filed on March 14, 2019).
3.1	Amended and Restated Certificate of Incorporation of Berry Global Group, Inc., as amended through February 14, 2024 (incorporated by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q filed on May 9, 2024).
3.2	Amended and Restated Bylaws of Berry Global Group, Inc., effective February 14, 2024 (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K filed on February 15, 2024).
3.3*	Form of Delaware Subsidiary Guarantor Certificate of Incorporation[1]
3.4*	Form of Delaware Subsidiary Guarantor Bylaws[1]
3.5*	Form of Delaware Subsidiary Guarantor Certificate of Formation[1]
3.6*	Form of Delaware Subsidiary Guarantor Limited Liability Company Agreement[1]
3.7*	Articles of Incorporation of BPRex Product Design and Engineering Inc.
3.8*	By-Laws of BPRex Product Design and Engineering Inc.
3.9*	Certificate of Incorporation, as amended, of BPRex Specialty Products Puerto Rico Inc.
3.10*	Amended and Restated By-Laws of BPRex Specialty Products Puerto Rico Inc.
3.11*	Certificate of Limited Partnership of Chocksett Road Limited Partnership.
3.12*	Limited Partnership Agreement of Chocksett Road Limited Partnership.
3.13*	Trustees' Certificate of Chocksett Road Realty Trust.
3.14*	Chocksett Road Realty Trust Appointment of Trustee.
3.15*	Articles of Organization of Dumpling Rock, LLC.
3.16*	Limited Liability Company Agreement of Dumpling Rock, LLC.
3.17*	Sixth Amended and Restated Certificate of Limited Partnership and Limited Partnership Agreement of Grafco Industries Limited Partnership.
3.18*	Articles of Incorporation of Laddawn, Inc.
3.19*	Amended and Restated Bylaws of Laddawn, Inc.
3.20*	Articles of Incorporation, as amended, of Letica Corporation.
3.21*	Bylaws of Letica Corporation.
3.22*	Articles of Incorporation, as amended, of Letica Resources, Inc.
3.23*	Bylaws of Letica Resources, Inc.
3.24*	Articles of Organization of M&H Plastics, LLC
3.25*	Articles of Incorporation of Providencia USA, Inc.
3.26*	Amended and Restated Bylaws of Providencia USA, Inc.
3.27*	Articles of Incorporation, as amended, of RPC Bramlage, Inc.

Exhibit No	Description of Exhibit
3.28*	Bylaws of RPC Bramlage, Inc.
3.29*	Articles of Incorporation of F&S Tool, Inc.
3.30*	Bylaws of F&S Tool, Inc.
4.1	Indenture, by and between Berry Global Escrow Corporation and U.S. Bank Trust Company National Association (as successor to U.S. Bank National Association), as Trustee and Collateral Agent, relating to the 4.875% First Priority Senior Secured Notes due 2026, dated June 5, 2019 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on June 6, 2019).
4.2	Supplemental Indenture, among Berry Global Group, Inc., Berry Global, Inc., Berry Global Escrow Corporation, each of the parties identified as a Subsidiary Guarantor thereon, and U.S. Bank Trust Company National Association (as successor to U.S. Bank National Association), as Trustee, relating to the 4.875% First Priority Senior Secured Notes due 2026, dated July 1, 2019 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on July 2, 2019).
4.3	Indenture, by and between Berry Global Escrow Corporation and U.S. Bank Trust Company National Association (as successor to U.S. Bank National Association), as Trustee and Collateral Agent, relating to the 5.625% Second Priority Senior Secured Notes due 2027, dated June 5, 2019 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on June 6, 2019).
4.4	Supplemental Indenture, among Berry Global Group, Inc., Berry Global, Inc., Berry Global Escrow Corporation, each of the parties identified as a Subsidiary Guarantor thereon, and U.S. Bank Trust Company National Association (as successor to U.S. Bank National Association), as Trustee, relating to the 5.625% Second Priority Senior Secured Notes due 2027, dated July 1, 2019 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on July 2, 2019).
4.5	Indenture, among Berry Global, Inc., certain guarantors party thereto, U.S. Bank Trust Company National Association (as successor to U.S. Bank National Association), as Trustee and Collateral Agent, and Elavon Financial Services DAC, as Paying Agent, Transfer Agent and Registrar, relating to the 1.00% First Priority Senior Secured Notes due 2025 and 1.50% First Priority Senior Secured Notes due 2027, dated January 2, 2020 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on January 2, 2020).
4.6	Indenture among Berry Global, Inc., certain guarantors party thereto, U.S. Bank Trust Company National Association (as successor to U.S. Bank National Association), as Trustee and Collateral Agent, relating to the 1.57% First Priority Senior Secured Notes due 2026, dated December 22, 2020 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on December 23, 2020).
4.7	First Supplemental Indenture, among Berry Global, Inc., certain guarantors party thereto, U.S. Bank Trust Company National Association, as Trustee and Collateral Agent, relating to the 1.57% First Priority Senior Secured Notes due 2026, dated March 4, 2021 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on March 4, 2021).
4.8	Indenture, among Berry Global, Inc., certain guarantors party thereto, U.S. Bank Trust Company National Association (as successor to U.S. Bank National Association), as Trustee and Collateral Agent, relating to the 1.65% First Priority Senior Secured Notes due 2027, dated June 14, 2021 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on June 14, 2021).
4.9	Indenture, among Berry Global, Inc., certain guarantors party thereto, U.S. Bank Trust Company, National Association, as Trustee and Collateral Agent, relating to the 5.50% First Priority Senior Secured Notes due 2028, dated March 30, 2023 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on March 30, 2023).

Exhibit No	Description of Exhibit
4.10	Indenture, dated January 17, 2024, among Berry Global, Inc., certain guarantors party thereto, U.S. Bank Trust Company, National Association, as Trustee and Collateral Agent, relating to the 5.650% First Priority Senior Secured Notes due 2034, (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on January 17, 2024).
4.11	Indenture, dated May 28, 2024, among Berry Global, Inc., certain guarantors party thereto, U.S. Bank Trust Company, National Association, as Trustee and Collateral Agent, relating to the 5.800% First Priority Senior Secured Notes due 2031, (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on May 28, 2024).
4.12	Registration Rights Agreement, by and between Berry Global, Inc., Berry Global Group, Inc., each subsidiary of Berry Global, Inc. identified therein, and Citigroup Global Markets Inc. and J.P. Morgan Securities LLC, on behalf of themselves and as representatives of the initial purchasers, relating to the 1.57% First Priority Senior Secured Notes due 2026 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on December 23, 2020).
4.13	Registration Rights Agreement, dated March 4, 2021, by and between Berry Global, Inc., Berry Global Group, Inc., each subsidiary of Berry Global, Inc. identified therein, and Citigroup Global Markets Inc. Goldman Sachs & Co. LLC and Wells Fargo Securities, LLC, on behalf of themselves and as representatives of the initial purchasers, relating to the 1.57% First Priority Senior Secured Notes due 2026 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on March 5, 2021).
4.14	Registration Rights Agreement, by and between Berry Global, Inc., Berry Global Group, Inc., each subsidiary of Berry Global, Inc. identified therein, and J.P. Morgan Securities LLC, Citigroup Global Markets Inc. and Goldman Sachs & Co. LLC, on behalf of themselves and as representatives of the initial purchasers, relating to the 1.65% First Priority Senior Secured Notes due 2027 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on June 14, 2021).
4.15	Registration Rights Agreement, by and between Berry Global, Inc., Berry Global Group, Inc., each subsidiary of Berry Global, Inc. identified therein, and Citigroup Global Markets Inc., J.P. Morgan Securities LLC and Wells Fargo Securities, LLC, on behalf of themselves and as representatives of the initial purchasers, relating to the 5.50% First Priority Senior Secured Notes due 2028 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on March 30, 2023).
4.16	Registration Rights Agreement, dated January 17, 2024, by and between Berry Global, Inc., Berry Global Group, Inc., each subsidiary of Berry Global, Inc. identified therein, and Citigroup Global Markets Inc., J.P. Morgan Securities LLC and Wells Fargo Securities, LLC, on behalf of themselves and as representatives of the initial purchasers, relating to the 5.650% First Priority Senior Secured Notes due 2034 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on January 17, 2024).
4.17	Registration Rights Agreement, dated May 28, 2024, by and between Berry Global, Inc., Berry Global Group, Inc., each subsidiary of Berry Global, Inc. identified therein, and Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC and Wells Fargo Securities, LLC, on behalf of themselves and as representatives of the initial purchasers, relating to the 5.800% First Priority Senior Secured Notes due 2031 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on May 28, 2024).
5.1*	Opinion of Bryan Cave Leighton Paisner LLP.
5.2*	Opinion of Shapiro Sher Guinot & Sandlwer, P.A.
5.3*	Opinion of Bodman PLC.
5.4*	Opinion of Fredrikson & Byron, P.A.
5.5*	Opinion of Gess Gess & Wallace, P.C.
5.6*	Opinion of Dinsmore & Shohl LLP.
5.7*	Opinion of Gentry Locke.

Exhibit No	Description of Exhibit
10.1	$1,000,000,000 Fourth Amended and Restated Revolving Credit Agreement, dated as of June 22, 2023, by and among Berry Global, Inc., Berry Global Group, Inc., Berry Plastics Canada Inc., RPC Group Limited, the lenders party thereto, Bank of America, N.A., as collateral agent and administrative agent, and the financial institutions party thereto (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on August 9, 2023).
10.2	U.S. $1,200,000,000 Second Amended and Restated Credit Agreement, dated as of April 3, 2007, by and among Berry Plastics Corporation formerly known as Berry Plastics Holding Corporation, Berry Plastics Group, Inc., Credit Suisse, Cayman Islands Branch, as collateral and administrative agent, the lenders party thereto from time to time, and the other financial institutions party thereto (incorporated by reference to Exhibit 10.1(b) to Berry Plastics Corporation's Current Report on Form 8-K filed on April 10, 2007).
10.3	Second Amended and Restated Intercreditor Agreement, dated as of February 5, 2008, by and among Berry Plastics Group, Inc., Berry Plastics Corporation, certain subsidiaries identified as parties thereto, Bank of America, N.A. and Credit Suisse, Cayman Islands Branch as first lien agents, and U.S. Bank Trust Company National Association, as successor in interest to Wells Fargo Bank, N.A., as trustee (incorporated by reference to Exhibit 10.3 to the Company's Annual Report on Form 10-K filed on November 23, 2015).
10.4	U.S. $1,147,500,000 and $814,375,000 Incremental Assumption Agreement, dated as of February 10, 2017 by and among Berry Plastics Group, Inc., Berry Plastics Corporation and certain of its subsidiaries referenced therein, Credit Suisse AG, Cayman Islands Branch, as administrative agent for the lenders under the term loan credit agreement referenced therein, Citibank, N.A., as initial Term I lender and Citibank, N.A., as incremental term J lender therein. (incorporated by reference to Exhibit 10.7 to the Company's Annual Report on Form 10-K filed on November 21, 2017).
10.5	U.S. $1,644,750,000 and $498,750,000 Incremental Assumption Agreement, dated as of August 10, 2017, by and among Berry Plastics Group, Inc., Berry Plastics Corporation and certain of its subsidiaries referenced therein, Credit Suisse AG, Cayman Islands Branch, as administrative agent for the lenders under the term loan credit agreement referenced therein, Wells Fargo Bank, National Association, as initial Term M lender and Wells Fargo Bank, National Association, as initial Term N lender therein (incorporated by reference to Exhibit 10.8 to the Company's Annual Report on Form 10-K filed on November 21, 2017).
10.6	U.S. $900,000,000 and $814,375,000 Incremental Assumption Agreement, dated as of November 27, 2017, by and among Berry Global Group, Inc., Berry Global, Inc. and certain of its subsidiaries referenced therein, Credit Suisse AG, Cayman Islands Branch, as administrative agent for the lenders under the term loan credit agreement referenced therein, Citibank, N.A., as initial Term O Lender, and Citibank, N.A., as initial Term P Lender therein. (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on February 7, 2018).
10.7	U.S. $1,644,750,000 and $496,250,000 Incremental Assumption Agreement and Amendment, dated as of February 12, 2018, by and among Berry Global Group, Inc., Berry Global, Inc. and certain of its subsidiaries referenced therein, Credit Suisse AG, Cayman Islands Branch, as administrative agent for the lenders under the term loan credit agreement referenced therein, Citibank, N.A., as initial Term Q lender, and Citibank, N.A., as initial Term R lender therein (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed on May 3, 2018).
10.8	U.S. $800,000,000 and $814,375,000 Incremental Assumption Agreement, dated as of May 16, 2018, by and among Berry Global Group, Inc., Berry Global, Inc. and certain of its subsidiaries referenced therein, Credit Suisse AG, Cayman Islands Branch, as administrative agent for the lenders under the term loan credit agreement referenced therein, Citibank, N.A., as initial Term S lender, and Citibank, N.A., as initial Term T lender therein (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on August 3, 2018).

Exhibit No	Description of Exhibit
10.9	Cooperation Agreement, dated November 22, 2022, by and among Berry Global Group, Inc., Ancora Catalyst Institutional, LP, Eminence Capital, L.P. and the other persons and entities listed thereto (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on November 23, 2022).
10.10	Amended and Restated Cooperation Agreement, dated October 18, 2023, by and among Berry Global Group, Inc., Ancora Catalyst Institutional, LP, Eminence Capital, L.P. and the other persons and entities listed thereto (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on October 20, 2023).
10.11	Amendment and Waiver to Equipment Lease Agreement, dated as of January 19, 2011, between Chicopee, Inc., as Lessee and Gossamer Holdings, LLC, as Lessor (incorporated by reference to Exhibit 10.16 to AVINTIV Specialty Materials Inc.'s Registration Statement Form S-4 filed on October 25, 2011).
10.12	Second Amendment to Equipment Lease Agreement, dated as of October 7, 2011, between Chicopee, Inc., as Lessee and Gossamer Holdings, LLC, as Lessor (incorporated by reference to Exhibit 10.17 to AVINTIV Specialty Materials Inc.'s Registration Statement Form S-4 filed on October 25, 2011).
10.13	Third Amendment to Equipment Lease Agreement, dated as of February 28, 2012, between Chicopee, Inc., as Lessee and Gossamer Holdings, LLC, as Lessor (incorporated by reference to Exhibit 10.1 to AVINTIV Specialty Materials Inc.'s Quarterly Report on Form 10-Q filed on May 15, 2012).
10.14	Fourth Amendment to Equipment Lease Agreement, dated as of March 22, 2013, between Chicopee, Inc., as Lessee and Gossamer Holdings, LLC, as Lessor (incorporated by reference to Exhibit 10.1 to AVINTIV Specialty Materials Inc.'s Quarterly Report on Form 10-Q filed on May 9, 2013).
10.15†	Employment Agreement of Thomas E. Salmon (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on February 6, 2017).
10.16†	Berry Plastics Group, Inc. Executive Bonus Plan, amended and restated December 22, 2015, effective as of September 27, 2015 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on December 28, 2015).
10.17†	Berry Plastics Group, Inc. 2012 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.27 to the Company's Annual Report on Form 10-K filed on December 17, 2012).
10.18†	Amendment No. 1 to the Berry Plastics Group, Inc., 2012 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.31 to the Company's Annual Report on Form 10-K filed on December 11, 2013).
10.19†	Omnibus amendment to awards granted under the Berry Plastics Group, Inc., 2012 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.32 to the Company's Annual Report on Form 10-K filed on December 11, 2013).
10.20†	Amendment No. 2 to the Berry Plastics Group, Inc. 2012 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on March 10, 2015).
10.21†	Form of 2016 Omnibus Amendment to Awards Granted Under the Berry Plastics Group, Inc. 2012 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed on July 22, 2016).
10.22†	2015 Berry Plastics Group, Inc. Long-Term Incentive Plan (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed on March 10, 2015.
10.23†	First Amendment to 2015 Berry Plastics Group, Inc. Long-Term Incentive Plan (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on March 6, 2018).
10.24†	Form of 2016 Omnibus Amendment to Awards Granted Under the Berry Plastics Group, Inc. 2015 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K filed on July 22, 2016).

Exhibit No	Description of Exhibit
10.25†	Fourth Amended and Restated Stockholders Agreement, by and among Berry Plastics Group, Inc., and the stockholders of the Corporation listed on schedule A thereto, dated as of January 15, 2015 (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on January 30, 2015).
10.26†	Employment Agreement, dated January 1, 2002, between the Berry Plastics Corporation and Curtis Begle (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on January 31, 2014).
10.27†	Amendment No. 1 to Employment Agreement, dated as of September 13, 2006, by and between the Berry Plastics Corporation and Curtis Begle (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q filed on January 31, 2014).
10.28†	Amendment No. 2 to Employment Agreement, dated December 31, 2008, by and between the Berry Plastics Corporation and Curtis Begle (incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q filed on January 31, 2014).
10.29†	Amendment No. 3 to Employment Agreement, dated August 1, 2010, by and between the Berry Plastics Corporation and Curtis L. Begle (incorporated by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q filed on January 31, 2014).
10.30†	Amendment No. 4 to Employment Agreement, dated December 16, 2011, by and between the Berry Plastics Corporation and Curtis L. Begle (incorporated by reference to Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q filed on January 31, 2014).
10.31†	Separation and Distribution Agreement, dated February 6, 2024, by and among Berry Global Group, Inc., Treasure Holdco, Inc. and Glatfelter Corporation (incorporated by reference to Exhibit 2.2 to the Company's Current Report on Form 8-K filed on February 12, 2024)[2].
10.32†	Employment Agreement, dated February 28, 1998, between Berry Plastics Corporation and Mark Miles, together with amendments dated February 28, 2003, September 13, 2006, December 31, 2008, and December 31, 2011 (incorporated by reference to Exhibit 10.40 to the Company's Annual Report on Form 10-K filed on November 30, 2016).
10.33†	Form of Amendment to Employment Agreement by and between Berry Plastics Corporation and each of Curtis L Begle, Mark W. Miles, and Thomas E. Salmon (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on July 22, 2016).
10.34†	Senior Executive Employment Contract dated as of September 30, 2015 by and between PGI Specialty Materials Inc. and Jean Marc Galvez, together with the International Assignment Letter dated December 18, 2016 from Berry Global, Inc. (f/k/a Berry Plastics Corporation) (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed on February 7, 2018).
10.35†	Employment Agreement, dated December 16, 2010, between Berry Plastics Corporation and Jason Greene, together with amendments dated December 31, 2011 and July 20, 2016 (incorporated by reference to Exhibit 10.43 to the Company's Annual Report on Form 10-K filed on November 23, 2020).
10.36†	Amended and Restated Berry Global Group, Inc. 2015 Long-Term Incentive Plan, effective February 24, 2021 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on February 25, 2021).
10.37†	Form of Employee Non-Qualified Stock Option Award Agreement (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on November 30, 2020).
10.38†	Form of Employee Performance-Based Stock Unit Award Agreement (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on November 30, 2020).
10.39†	Form of Director Non-Qualified Stock Option Award Agreement (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed on November 30, 2020).
10.40	Employment Agreement, dated August 11, 2023, among Kevin Kwilinski, Berry Global Group, Inc., and Berry Global, Inc. (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on August 17, 2023).

Exhibit No	Description of Exhibit
10.41	Memorandum of Understanding, dated August 11, 2023, among Thomas E. Salmon, Berry Global Group, Inc., and Berry Global, Inc. (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on August 17, 2023).
10.42	Berry Global Group, Inc. 2022 Dividend Equivalent Rights Plan (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on February 2, 2023).
10.43	Form of Notice of Dividend Equivalent Rights Award under the Berry Global Group, Inc. 2022 Dividend Equivalent Rights Plan (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed on February 2, 2023).
10.44	RMT Transaction Agreement, dated February 6, 2024, by and among Berry Global Group, Inc., Treasure Holdco, Inc., Glatfelter Corporation, Treasure Merger Sub I, Inc. and Treasure Merger Sub II, LLC . (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed on February 12, 2024).[2]
10.45	Tax Matters Agreement, dated February 6, 2024, by and among Berry Global Group, Inc., Treasure Holdco, Inc. and Glatfelter Corporation (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on February 12, 2024).
10.46	Employee Matters Agreement, dated February 6, 2024, by and among Berry Global Group, Inc., Treasure Holdco, Inc. and Glatfelter Corporation (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on February 12, 2024).
21.1*	Subsidiaries of Berry Global Group, Inc.
22.1*	List of Subsidiary Guarantors.
23.1*	Consent of Ernst & Young LLP, independent registered public accounting firm for Berry Global Group, Inc.
23.2*	Consent of Bryan Cave Leighton Paisner LLP (included in Exhibit 5.1).
24.1*	Power of Attorney (included on Signature Pages).
25.1*	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939 of U.S. Bank Trust Company National Association.
99.1*	Form of Letter of Transmittal.
99.2*	Form of Notice of Guaranteed Delivery.
99.3*	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
99.4*	Form of Letter to Clients.
107*	Filing Fee Table.

(1) For all Subsidiary Guarantors that are Delaware corporations, the certificate of incorporation and bylaws are identical in all material respects other than the entity name and date of the organizational document. For all Subsidiary Guarantors that are Delaware limited liability companies, the certificate of formation and limited liability company agreement are identical in all material respects other than the entity name and date of the organizational document.

(2) Certain schedules (or similar attachments) have been omitted pursuant to Item 601(a)(5) or Item 601(b)(2) of Regulation S-K. The registrant agrees to furnish copies of such schedules (or similar attachments) to the U.S. Securities and Exchange Commission upon request.

* Filed herewith.

† Management contract or compensatory plan or arrangement.

Item 22. Undertakings.

(a) The undersigned registrants hereby undertake:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrants undertake that in a primary offering of securities of the undersigned registrants pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrants will be sellers to the purchaser and will be considered to offer or sell such securities to such purchaser:

i. Any preliminary prospectus or prospectus of the undersigned registrants relating to the offering required to be filed pursuant to Rule 424;

ii. Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrants or used or referred to by the undersigned registrants;

iii. The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrants or their securities provided by or on behalf of the undersigned registrants; and

iv. Any other communication that is an offer in the offering made by the undersigned registrants to the purchaser.

(b) The undersigned registrants hereby undertake, that, for purposes of determining any liability under the Securities Act of 1933, each filing of a registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit

plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrants pursuant to the foregoing provisions, or otherwise, the registrants have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrants of expenses incurred or paid by a director, officer or controlling person of the registrants in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrants will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

(d) The undersigned registrants hereby undertake to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(e) The undersigned registrants hereby undertake to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Evansville, State of Indiana, on September 25, 2024.

BERRY GLOBAL GROUP, INC.

By: /s/ Kevin Kwilinski

Name: Kevin Kwilinski
Title: Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person who signature appears below constitutes and appoints Kevin Kwilinski, Mark W. Miles and Jason K. Greene, or either of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto either of said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that either of said attorneys-in-fact and agents, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ Kevin Kwilinski **Kevin Kwilinski**	Chief Executive Officer and Director (Principal Executive Officer)	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer (Principal Financial Officer)	September 25, 2024
/s/ James M. Till **James M. Till**	Executive Vice President and Controller (Principal Accounting Officer)	September 25, 2024
/s/ B. Evan Bayh **B. Evan Bayh**	Director	September 25, 2024
/s/ Jonathan F. Foster **Jonathan F. Foster**	Director	September 25, 2024
/s/ Meridith R. Harper **Meridith R. Harper**	Director	September 25, 2024
/s/ Idalene F. Kesner **Idalene F. Kesner**	Director	September 25, 2024
/s/ Jill A. Rahman **Jill A. Rahman**	Director	September 25, 2024

Signature	Title	Date
/s/ Carl J. Rickertsen	Director	September 25, 2024
Carl J. Rickertsen		
/s/ Chaney M. Sheffield, Jr.	Director	September 25, 2024
Chaney M. Sheffield, Jr.		
/s/ Robert A. Steele	Director	September 25, 2024
Robert A. Steele		
/s/ Stephen E. Sterrett	Chairman of the Board and Director	September 25, 2024
Stephen E. Sterrett		
/s/ Peter T. Thomas	Director	September 25, 2024
Peter T. Thomas		
/s/ James T. Glerum, Jr.	Director	September 25, 2024
James T. Glerum, Jr.		

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Evansville, State of Indiana, on September 25, 2024.

BERRY GLOBAL, INC.

By: /s/ Kevin Kwilinski

Name: Kevin Kwilinski
Title: Chief Executive Officer

POWER OF ATTORNEY

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Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ Kevin Kwilinski **Kevin Kwilinski**	Chief Executive Officer, Director (Principal Executive Officer)	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer, Treasurer, Director (Principal Financial Officer and Principal Accounting Officer)	September 25, 2024
/s/ Jason K. Greene **Jason K. Greene**	Executive Vice President, General Counsel and Secretary, Director	September 25, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Evansville, State of Indiana, on September 25, 2024.

AVINTIV INC.
BERRY FILM PRODUCTS ACQUISITION COMPANY, INC.
BERRY FILM PRODUCTS COMPANY, INC.
BERRY PLASTICS ACQUISITION CORPORATION V BERRY PLASTICS FILMCO, INC.
BERRY PLASTICS OPCO, INC.
BERRY PLASTICS SP, INC.
BERRY PLASTICS TECHNICAL SERVICES, INC.
BPREX CLOSURES KENTUCKY INC.
BPREX DELTA INC.
BPREX HEALTHCARE BROOKVILLE INC.
BPREX HEALTHCARE PACKAGING INC.
BPREX PLASTIC PACKAGING INC.
BPREX PLASTICS SERVICES COMPANY INC.
BPREX PRODUCT DESIGN AND ENGINEERING INC.
BPREX SPECIALTY PRODUCTS PUERTO RICO INC. CARDINAL PACKAGING, INC.
CPI HOLDING CORPORATION
PROVIDENCIA USA, INC.
ROLLPAK CORPORATION
UNIPLAST U.S., INC.
VENTURE PACKAGING, INC.
VENTURE PACKAGING MIDWEST, INC.
TREASURE HOLDCO, INC.

By: /s/ Jason K. Greene

Name: Jason K. Greene
Title: Executive Vice President, General Counsel & Secretary

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person who signature appears below constitutes and appoints Kevin Kwilinski, Mark W. Miles and Jason K. Greene, or either of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto either of said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that either of said attorneys-in-fact and agents, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ Kevin Kwilinski **Kevin Kwilinski**	Chief Executive Officer, Director (Principal Executive Officer)	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer, Treasurer, Director (Principal Financial Officer and Principal Accounting Officer)	September 25, 2024
/s/ Jason K. Greene **Jason K. Greene**	Executive Vice President, General Counsel and Secretary, Director	September 25, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Evansville, State of Indiana, on September 25, 2024.

GLOBAL CLOSURE SYSTEMS AMERICA 1, INC.
LETICA CORPORATION
LETICA RESOURCES, INC.
RPC BRAMLAGE, INC.
RPC LEOPARD HOLDINGS, INC.
RPC PACKAGING HOLDINGS (US), INC. RPC SUPERFOS US, INC.
RPC ZELLER PLASTIK LIBERTYVILLE, INC.

By: /s/ Jason K. Greene

Name: Jason K. Greene
Title: Executive Vice President, General Counsel & Assistant Secretary

POWER OF ATTORNEY

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Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ Kevin Kwilinski **Kevin Kwilinski**	Chief Executive Officer, Director (Principal Executive Officer)	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer, Treasurer, Director (Principal Financial Officer and Principal Accounting Officer)	September 25, 2024
/s/ Jason K. Greene **Jason K. Greene**	Executive Vice President, Director	September 25, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Evansville, State of Indiana, on September 25, 2024.

LADDAWN, INC.

By: /s/ Jason K. Greene

Name: Jason K. Greene
Title: Executive Vice President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person who signature appears below constitutes and appoints Kevin Kwilinski, Mark W. Miles and Jason K. Greene, or either of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto either of said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that either of said attorneys-in-fact and agents, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ Kevin Kwilinski **Kevin Kwilinski**	Chief Executive Officer, Director (Principal Executive Officer)	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer, Treasurer, Director (Principal Financial Officer and Principal Accounting Officer)	September 25, 2024
/s/ Jason K. Greene **Jason K. Greene**	Executive Vice President, Director	September 25, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Evansville, State of Indiana, on September 25, 2024.

AEROCON, LLC
BERRY GLOBAL FILMS, LLC
BERRY PLASTICS ACQUISITION LLC X
BERRY PLASTICS DESIGN, LLC
BERRY PLASTICS 1K, LLC
BERRY SPECIALTY TAPES, LLC
BPREX CLOSURE SYSTEMS, LLC
BPREX CLOSURES, LLC
COVALENCE SPECIALTY ADHESIVES LLC
FIBERWEB, LLC
KERR GROUP, LLC
PLIANT INTERNATIONAL, LLC
PLIANT, LLC
POLY-SEAL, LLC

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

POWER OF ATTORNEY

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Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ Kevin Kwilinski **Kevin Kwilinski**	Chief Executive Officer (Principal Executive Officer)	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer, Treasurer (Principal Financial Officer and Principal Accounting Officer)	September 25, 2024
/s/ Jason K. Greene **Jason K. Greene**	Executive Vice President, General Counsel and Secretary	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer of Berry Global, Inc., the registrant's sole member and/or manager	September 25, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Evansville, State of Indiana, on September 25, 2024.

DUMPLING ROCK, LLC
ESTERO PORCH, LLC
LAMB'S GROVE, LLC
MILLHAM, LLC
SUGDEN, LLC

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person who signature appears below constitutes and appoints Kevin Kwilinski, Mark W. Miles and Jason K. Greene, or either of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto either of said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that either of said attorneys-in-fact and agents, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ Kevin Kwilinski **Kevin Kwilinski**	Chief Executive Officer (Principal Executive Officer)	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer, Treasurer (Principal Financial Officer and Principal Accounting Officer)	September 25, 2024
/s/ Jason K. Greene **Jason K. Greene**	Executive Vice President, General Counsel and Secretary	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer of Berry Global, Inc., the registrant's sole member and/or manager	September 25, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Evansville, State of Indiana, on September 25, 2024.

CAPLAS LLC
CAPLAS NEPTUNE, LLC

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person who signature appears below constitutes and appoints Kevin Kwilinski, Mark W. Miles and Jason K. Greene, or either of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto either of said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that either of said attorneys-in-fact and agents, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ Kevin Kwilinski **Kevin Kwilinski**	Chief Executive Officer (Principal Executive Officer)	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer, Treasurer (Principal Financial Officer and Principal Accounting Officer)	September 25, 2024
/s/ Jason K. Greene **Jason K. Greene**	Executive Vice President, General Counsel and Secretary	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer of Berry Global, Inc., the registrant's manager	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer of Berry Global, Inc., the manager of Captive Plastics, LLC, the registrant's sole member	September 25, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Evansville, State of Indiana, on September 25, 2024.

CAPTIVE PLASTICS, LLC
KNIGHT PLASTICS, LLC
PACKERWARE, LLC

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person who signature appears below constitutes and appoints Kevin Kwilinski, Mark W. Miles and Jason K. Greene, or either of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto either of said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that either of said attorneys-in-fact and agents, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ Kevin Kwilinski **Kevin Kwilinski**	Chief Executive Officer (Principal Executive Officer)	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer, Treasurer (Principal Financial Officer and Principal Accounting Officer)	September 25, 2024
/s/ Jason K. Greene **Jason K. Greene**	Executive Vice President, General Counsel and Secretary	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer of Berry Global, Inc., the registrant's manager	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer of Berry Plastics SP, Inc., the registrant's sole member	September 25, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Evansville, State of Indiana, on September 25, 2024.

DOMINION TEXTILE (USA), L.L.C.
FABRENE, L.L.C.

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person who signature appears below constitutes and appoints Kevin Kwilinski, Mark W. Miles and Jason K. Greene, or either of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto either of said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that either of said attorneys-in-fact and agents, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ Kevin Kwilinski **Kevin Kwilinski**	Chief Executive Officer (Principal Executive Officer)	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer, Treasurer (Principal Financial Officer and Principal Accounting Officer)	September 25, 2024
/s/ Jason K. Greene **Jason K. Greene**	Executive Vice President, General Counsel and Secretary	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer of Berry Global, Inc., the registrant's manager	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer of Chicopee, LLC, the registrant's sole member	September 25, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Evansville, State of Indiana, on September 25, 2024.

SAFFRON ACQUISITION, LLC
SETCO, LLC

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person who signature appears below constitutes and appoints Kevin Kwilinski, Mark W. Miles and Jason K. Greene, or either of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto either of said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that either of said attorneys-in-fact and agents, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ Kevin Kwilinski **Kevin Kwilinski**	Chief Executive Officer (Principal Executive Officer)	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer, Treasurer (Principal Financial Officer and Principal Accounting Officer)	September 25, 2024
/s/ Jason K. Greene **Jason K. Greene**	Executive Vice President, General Counsel and Secretary	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer of Berry Global, Inc., the registrant's manager	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer of Berry Global, Inc., manager of Kerr Group, LLC, the registrant's sole member	September 25, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Evansville, State of Indiana, on September 25, 2024.

OLD HICKORY STEAMWORKS, LLC

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person who signature appears below constitutes and appoints Kevin Kwilinski, Mark W. Miles and Jason K. Greene, or either of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto either of said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that either of said attorneys-in-fact and agents, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ Kevin Kwilinski **Kevin Kwilinski**	Chief Executive Officer (Principal Executive Officer)	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer, Treasurer (Principal Financial Officer and Principal Accounting Officer)	September 25, 2024
/s/ Jason K. Greene **Jason K. Greene**	Executive Vice President, General Counsel and Secretary	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer of Berry Global, Inc., the registrant's manager	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer of Fiberweb, LLC, the registrant's sole member	September 25, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Evansville, State of Indiana, on September 25, 2024.

SUN COAST INDUSTRIES, LLC

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person who signature appears below constitutes and appoints Kevin Kwilinski, Mark W. Miles and Jason K. Greene, or either of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto either of said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that either of said attorneys-in-fact and agents, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ Kevin Kwilinski **Kevin Kwilinski**	Chief Executive Officer (Principal Executive Officer)	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer, Treasurer (Principal Financial Officer and Principal Accounting Officer)	September 25, 2024
/s/ Jason K. Greene **Jason K. Greene**	Executive Vice President, General Counsel and Secretary	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer of Berry Global, Inc., the registrant's manager	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer of Berry Global, Inc., manager of Saffron Acquisition, LLC, the registrant's sole member	September 25, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Evansville, State of Indiana, on September 25, 2024.

UNIPLAST HOLDINGS, LLC

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person who signature appears below constitutes and appoints Kevin Kwilinski, Mark W. Miles and Jason K. Greene, or either of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto either of said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that either of said attorneys-in-fact and agents, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ Kevin Kwilinski **Kevin Kwilinski**	Chief Executive Officer (Principal Executive Officer)	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer, Treasurer (Principal Financial Officer and Principal Accounting Officer)	September 25, 2024
/s/ Jason K. Greene **Jason K. Greene**	Executive Vice President, General Counsel and Secretary	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer of Berry Global, Inc., the registrant's manager	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer of Pliant, LLC, the registrant's sole member	September 25, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Evansville, State of Indiana, on September 25, 2024.

GRAFCO INDUSTRIES LIMITED PARTNERSHIP

By: Caplas Neptune, LLC, its General Partner

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person who signature appears below constitutes and appoints Kevin Kwilinski, and Jason K. Greene, or either of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto either of said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that either of said attorneys-in-fact and agents, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer of Berry Global, Inc., the manager of Captive Plastics LLC, the sole member of Caplas Neptune, LLC, the registrant's general partner	September 25, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Evansville, State of Indiana, on September 25, 2024.

CHOCKSETT ROAD LIMITED PARTNERSHIP

By: Berry Global, Inc., its General Partner

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person who signature appears below constitutes and appoints Kevin Kwilinski and Jason K. Greene, or either of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto either of said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that either of said attorneys-in-fact and agents, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer of Berry Global, Inc., the registrant's general partner	September 25, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Evansville, State of Indiana, on September 25, 2024.

CHOCKSETT ROAD REALTY TRUST

By: Laddawn, Inc., its Trustee

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person who signature appears below constitutes and appoints Kevin Kwilinski, and Jason K. Greene, or either of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto either of said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that either of said attorneys-in-fact and agents, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer of Berry Global, Inc., the general partner of Chocksett Road Realty Trust, registrant's sole beneficiary	September 25, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Evansville, State of Indiana, on September 25, 2024.

CONSUMER PACKAGING INT'L HOLDINGS, LLC

AVINTIV ACQUISITION, LLC

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person who signature appears below constitutes and appoints Kevin Kwilinski, Mark W. Miles and Jason K. Greene, or either of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto either of said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that either of said attorneys-in-fact and agents, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ Kevin Kwilinski **Kevin Kwilinski**	Chief Executive Officer (Principal Executive Officer)	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer, Treasurer (Principal Financial Officer and Principal Accounting Officer)	September 25, 2024
/s/ Jason K. Greene **Jason K. Greene**	Executive Vice President, General Counsel and Secretary	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer of Avintiv Inc., the registrant's sole Member and Manager	September 25, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Evansville, State of Indiana, on September 25, 2024.

CHICOPEE, LLC

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person who signature appears below constitutes and appoints Kevin Kwilinski, Mark W. Miles and Jason K. Greene, or either of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto either of said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that either of said attorneys-in-fact and agents, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ Kevin Kwilinski **Kevin Kwilinski**	Chief Executive Officer (Principal Executive Officer)	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer, Treasurer (Principal Financial Officer and Principal Accounting Officer)	September 25, 2024
/s/ Jason K. Greene **Jason K. Greene**	Executive Vice President, General Counsel and Secretary	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer of PGI Polymer, LLC, the registrant's sole member and manager	September 25, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Evansville, State of Indiana, on September 25, 2024.

PGI EUROPE, LLC

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person who signature appears below constitutes and appoints Kevin Kwilinski, Mark W. Miles and Jason K. Greene, or either of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto either of said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that either of said attorneys-in-fact and agents, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ Kevin Kwilinski **Kevin Kwilinski**	Chief Executive Officer (Principal Executive Officer)	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer, Treasurer (Principal Financial Officer and Principal Accounting Officer)	September 25, 2024
/s/ Jason K. Greene **Jason K. Greene**	Executive Vice President, General Counsel and Secretary	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer of Chicopee, LLC, the registrant's sole member and manager	September 25, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Evansville, State of Indiana, on September 25, 2024.

PGI POLYMER, LLC

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person who signature appears below constitutes and appoints Kevin Kwilinski, Mark W. Miles and Jason K. Greene, or either of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto either of said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that either of said attorneys-in-fact and agents, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ Kevin Kwilinski **Kevin Kwilinski**	Chief Executive Officer (Principal Executive Officer)	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer, Treasurer (Principal Financial Officer and Principal Accounting Officer)	September 25, 2024
/s/ Jason K. Greene **Jason K. Greene**	Executive Vice President, General Counsel and Secretary	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer of Avintiv Specialty Materials, LLC, the registrant's sole member and manager	September 25, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Evansville, State of Indiana, on September 25, 2024.

AVINTIV SPECIALTY MATERIALS, LLC

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person who signature appears below constitutes and appoints Kevin Kwilinski, Mark W. Miles and Jason K. Greene, or either of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto either of said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that either of said attorneys-in-fact and agents, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ Kevin Kwilinski **Kevin Kwilinski**	Chief Executive Officer (Principal Executive Officer)	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer, Treasurer (Principal Financial Officer and Principal Accounting Officer)	September 25, 2024
/s/ Jason K. Greene **Jason K. Greene**	Executive Vice President, General Counsel and Secretary	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer of Avintiv Acquisition, LLC, the registrant's sole member and manager	September 25, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Evansville, State of Indiana, on September 25, 2024.

BERRY TAPES HOLDING COMPANY, INC.
F&S EXPORT, INC.
F&S PRECISION HOLDINGS, INC.
F&S TOOL, INC.

By: /s/ Jason K. Greene
Name: Jason K. Greene
Title: Executive Vice President, Chief Counsel & Secretary

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person who signature appears below constitutes and appoints Kevin Kwilinski, Mark W. Miles and Jason K. Greene, or either of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto either of said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that either of said attorneys-in-fact and agents, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ Kevin Kwilinski **Kevin Kwilinski**	Chief Executive Officer, Director (Principal Executive Officer)	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer, Treasurer, Director (Principal Financial Officer and Principal Accounting Officer)	September 25, 2024
/s/ Jason K. Greene **Jason K. Greene**	Executive Vice President, Chief Counsel and Secretary, Director	September 25, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Evansville, State of Indiana, on September 25, 2024.

M&H PLASTICS, LLC

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person who signature appears below constitutes and appoints Kevin Kwilinski, Mark W. Miles and Jason K. Greene, or either of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto either of said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that either of said attorneys-in-fact and agents, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ Kevin Kwilinski **Kevin Kwilinski**	Chief Executive Officer (Principal Executive Officer)	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer, Treasurer (Principal Financial Officer and Principal Accounting Officer)	September 25, 2024
/s/ Jason K. Greene **Jason K. Greene**	Executive Vice President, General Counsel and Secretary	September 25, 2024
/s/ Mark W. Miles **Mark W. Miles**	Chief Financial Officer of Consumer Packaging Int'l Holdings, LLC, the registrant's sole member and manager	September 25, 2024

Exhibit 3.3

CERTIFICATE OF INCORPORATION

OF

[__]

Pursuant to § 102 of the General Corporation Law
of the State of Delaware

The undersigned, in order to form a corporation pursuant to Section 102 of the General Corporation Law of the State of Delaware, does hereby certify:

FIRST: The name of the corporation (herein called the "Corporation") is [__].

SECOND: The address of the Corporation's registered office in the State of Delaware is [__]. The name of its registered agent at such address is [__].

THIRD The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is [__] shares, all of which are shares of Common Stock par value $[__] per share.

FIFTH: The name and mailing address of the Incorporator is as follows:

Name	Mailing Address
[__]	101 Oakley Street Evansville, IN 47710

SIXTH: A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director; provided, however, that the foregoing shall not eliminate or limit the liability of a director (it) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit If the General Corporation Law of the State of Delaware is amended after the date of incorporation of the Corporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware as so amended. Any repeal or modification of this Article SIXTH by the stockholders of the Corporation or otherwise shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

SEVENTH: For the management of the business and for the conduct of the affairs of the Corporation, and in further definition, limitation and regulation of the powers of the Corporation and its directors and stockholders, it is further provided: (a) In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized and empowered to: (i) to make, alter, amend or repeal the By-Laws in any manner not inconsistent with the laws of the State of Delaware or this Certificate of Incorporation; (ii) with the assent or vote of the stockholders, to authorize and issue securities and obligations of the Corporation, secured or unsecured, and to include therein such provisions as to redemption, conversion or other terms thereof as the Board of Directors in its sole discretion may determine, and to authorize the mortgaging or pledging, as security therefore, of any property of the Corporation, real or personal, including after-acquired property; (iii) to determine what part, if any, of the net profits of the Corporation or of its surplus shall be declared in dividends and paid to the stockholders, and to direct and determine the use and disposition or any such net profits or such surplus; and (iv) to fix from time to time the amount of net profits of the Corporation or of its surplus to be reserved as working capital or for any other lawful purpose. In addition to the powers and authorities herein or by statute expressly conferred upon it, the Board of Directors may exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the laws of the State of Delaware, of this Certificate of Incorporation and of the By-Laws of the Corporation. (b) Any director or any officer elected or appointed by the stockholders or by the Board of Directors may be removed at any time in such manner as shall be provided in the By-Laws of the Corporation. (c) From time to time of any of the provisions of this Certificate of Incorporation may be altered, amended or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner and at the time provided by said laws, and all rights at any time conferred upon the stockholders of the Corporation by this Certificate of Incorporation are granted subject to the provisions of this paragraph (c).

EIGHTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation ender Section 291 of Title 8 of the General Corporation Law of the State of Delaware or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under Section 279 of Title 8 of the General Corporation Law of the State of Delaware order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case maybe, agree to any compromise or arrangement and to any reorganization of this Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this [__] day of [__], [__], and I affirm that the foregoing certificate is my act and deed and that the facts stated therein are true.

[__]

Exhibit 3.4

BY-LAWS

OF

[__]

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office of [__] (the "Corporation") in the State of Delaware shall be at [__], and the registered agent in charge thereof shall be Corporation Service Company.

Section 1.2 Other Offices. The Corporation may have other offices, either within or without the State of Delaware, at such place or places as the Board of Directors may from time to time select or the business of the Corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 2.1 Annual Meetings. The annual meeting of the stockholders of the Corporation for the election of directors and such other business as may be stated in the notice of the meeting shall be held at such place, either within or without the State of Delaware, on such date and at such time as shall from time to time be fixed by the Board of Directors. At the annual meeting, the stockholders shall elect a Board of Directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the stockholders of the Corporation for any purpose or purposes may be called by the Chief Executive Officer or the Secretary or by resolution of the Board of Directors.

Section 2.3 Voting. Each stockholder entitled to vote in accordance with the terms of the Certificate of Incorporation and these By-Laws may vote in person or by proxy, but no proxy shall be voted after three years from its date unless such proxy provides for a longer period. All elections for directors shall be decided by plurality vote; all other questions shall be decided by majority vote, in each case except as otherwise provided in the Certificate of Incorporation or the laws of the State of Delaware.

A complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, with the address of each and the number of shares held by each, shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least ten days prior to the meeting (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the Corporation. The list shall also be produced and kept at the time and place of the meeting and may be inspected by any stockholder who is entitled to be present.

Section 2.4 Quorum. Except as otherwise required by law, the Certificate of Incorporation or these By-Laws, the presence, in person or by proxy, of stockholders holding shares constituting a majority of the voting power of the Corporation shall constitute a quorum at all meetings of the stockholders. In case a quorum shall not be present at any meeting, a majority in interest of the stockholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of stock entitled to vote shall be present. At any such adjourned meeting at which the requisite amount of stock entitled to vote shall be represented, any business may be transacted that might have been transacted at the meeting as originally noticed, but only those stockholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof.

Section 2.5 Notice of Meetings. Written notice, stating the place, date and time of the meeting and the business to be considered, shall be given to each stockholder entitled to vote thereat, at his or her address as it appears on the records of the Corporation, not less than ten nor more than sixty days before the date of the meeting.

Section 2.6 Action by Written Consent. Any action required or permitted to be taken at any meeting of stockholders may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

ARTICLE III
BOARD OF DIRECTORS

Section 3.1 General Powers. The business and affairs of the Corporation shall be managed under the direction of its Board of Directors.

Section 3.2 Number and Election. The Board of Directors shall initially consist of three directors, but this number may be from time to time increased or decreased by the Board of Directors or by the stockholders, but in no case shall the number be less than one. Directors shall hold office until their resignation, removal, retirement, death, disqualification, or until their successor is elected and has qualified. A director need not be a stockholder.

Section 3.3 Vacancies. Any vacancy occurring on the Board of Directors, including a vacancy resulting from an increase in the number of directors, may be filled by action of the stockholders or by the affirmative vote of a majority of the remaining directors though such majority be less than a quorum of the Board of Directors.

Section 3.4 Regular Meetings. The Board of Directors may hold a regular meeting at such time and place as the Board may from time to time determine. Regular meetings may be held without notice.

Section 3.5 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chief Executive Officer, the Secretary or any director. Notice of the time and place of each special meeting shall be given orally or in writing to each director in advance of the meeting. Any director may waive notice of any meeting, and attendance at or participation in any meeting shall constitute a waiver of notice of such meeting unless the director objects at the beginning of the meeting, or promptly upon arrival, to holding it or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.6 Quorum. A majority of the number of directors determined under these By-Laws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum is not present, a majority of those in attendance may adjourn the meeting from time to time until a quorum is obtained. The vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the Certificate of Incorporation or these By-Laws shall require the vote of a greater number.

Section 3.7 Removal and Resignations. Except as provided in the Certificate of Incorporation or by the laws of the State of Delaware, any director may be removed either for or without cause at any time by the affirmative vote of the holders of a majority of the voting power entitled to vote for the election of directors, at an annual meeting or a special meeting called for the purpose. Any director may resign at any time; such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by an officer of the Corporation. The acceptance of a resignation shall not be necessary to make it effective.

Section 3.8 Action by Written Consent. Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors.

ARTICLE IV
COMMITTEES

Section 4.1 Membership. Except for those duties which by law or regulation must be performed by at least a majority of the full Board of Directors, the performance of such duties as the Board deems appropriate may be assigned to one or more committees. Each committee shall have the authority of the Board to the full extent provided in these By-Laws or as otherwise determined by the Board. Except as otherwise provided in these By-Laws, membership of each committee shall be established from time to time by the Board of Directors. All members of committees shall serve at the pleasure of the Board of Directors.

Section 4.2 Notice. Unless a committee shall provide otherwise, it shall not be necessary to give notice of any of its regular meetings. Special meetings of a committee may be called by or at the request of the chairman of the committee or in such manner as provided in these By-Laws for calling special meetings of the Board of Directors.

Section 4.3 Action by Written Consent. Any action that may be taken at a meeting of a committee of the Board of Directors may also be taken without a meeting in accordance with the procedures applicable to actions taken by the full Board of Directors.

ARTICLE V
OFFICERS

Section 5.1 Officers. The officers of the Corporation may include a Chief Executive Officer, a Chief Financial Officer, a Secretary, a Treasurer, one or more Executive Vice Presidents, one or more Vice Presidents and such other officers as may be appointed, from time to time, by the Board of Directors. Additionally, the Chief Executive Officer shall have the power to appoint and to delegate the power to appoint such officers as the Chief Executive Officer may deem appropriate.

Section 5.2 Term. Each officer of the Corporation shall serve at the pleasure of the Board of Directors, and the Board of Directors may remove any officer at any time with or without cause. Any officer, if appointed by a committee of the Board of Directors or by another officer of the Corporation, may likewise be removed by such committee or an officer of the Corporation.

Section 5.3 Authority and Duties. All officers of the Corporation shall have such authority and perform such duties in the management of the property and affairs of the Corporation as generally pertain to their respective offices, as well as such authority and duties as may be determined by the Board of Directors, a committee of the Board of Directors or the Chief Executive Officer.

Section 5.4 Employees Other Than Officers. Subject to the authority of the Board of Directors, a committee of the Board of Directors, the Chief Executive Officer or any officer authorized by a committee of the Board of Directors or the Chief Executive Officer may employ such agents and employees other than officers as such committee or officer may deem advisable for the prompt and orderly transaction of the business of the Corporation, define their duties, fix their compensation and dismiss them.

ARTICLE VI
CERTIFICATES FOR SHARES AND THEIR TRANSFER

Section 6.1 Form and Signatures. Shares of the Corporation may but need not be represented by certificates. Any certificates evidencing shares of the Corporation shall be signed by (a) the Chief Executive Officer or an Executive Vice President and (b) the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, or any other officers authorized by a resolution of the Board of Directors, and may but need not be sealed by the seal of the Corporation or a facsimile thereof. The signatures of the officers upon a certificate may be facsimiles.

Section 6.2 Lost Certificates. A new certificate of stock may be issued in the place of any certificate theretofore issued by the Corporation, alleged to have been lost or destroyed, and the Board of Directors may, in its discretion, require the owner of the lost or destroyed certificate, or such owner's legal representatives, to give the Corporation a bond, in such sum as they may direct, not exceeding double the value of the stock, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss of any such certificate, or the issuance of any such new certificate.

Section 6.3 Transfer of Shares. Assignment or transfer of shares of the Corporation shall be made only on the books of the Corporation, and any assignment or transfer shall be made at the direction of the holder of record thereof or by the legal representative of the holder of record.

ARTICLE VII
INDEMNIFICATION

Section 7.1 Indemnification, Mandatory Advancement of Expenses and Contract Rights.

(a) Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she or a person of whom he or she is the legal representative is or was, at any time during which these By-Laws are in effect (whether or not such person continues to serve in such capacity at the time any indemnification or payment of expenses pursuant hereto is sought or at the time any proceeding relating thereto exists or is brought), a director or officer of the Corporation or is or was at any such time serving at the request of the Corporation as a director, officer, trustee, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans maintained or sponsored by the Corporation (hereinafter, an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, trustee, employee or agent or in any other capacity while serving as a director, officer, trustee, employee or agent, shall be (and shall be deemed to have a contractual right to be) indemnified and held harmless by the Corporation (and any successor of the Corporation by merger or otherwise) to the fullest extent authorized by the DGCL as the same exists or may hereafter be amended or modified from time to time (but, in the case of any such amendment or modification, only to the extent that such amendment or modification permits the Corporation to provide greater indemnification rights than said law permitted the Corporation to provide prior to such amendment or modification), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, trustee, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 7.2(a) of this Article VII, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors. The right to indemnification conferred in this Article VII shall include the right, without the need for any action by the Board of Directors, to be paid by the Corporation (and any successor of the Corporation by merger or otherwise) the expenses incurred in defending any such proceeding in advance of its final disposition, such advances to be paid by the Corporation within twenty (20) days after the receipt by the Corporation of a statement or statements from the claimant requesting such advance or advances from time to time; provided, however, that if the DGCL requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter, the "undertaking") by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right of appeal (a "final disposition") that such director or officer is not entitled to be indemnified for such expenses under this Article VII or otherwise. The rights conferred upon indemnitees in this Article VII shall be contract rights between the Corporation and each indemnitee to whom such rights are extended that vest at the commencement of such person's service to or at the request of the Corporation and all such rights shall continue as to an indemnitee who has ceased to be a director or officer of the Corporation or ceased to serve at the Corporation's request as a director, officer, trustee, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, as described herein, and shall inure to the benefit of the indemnitee's heirs, executors and administrators.

(b) To obtain indemnification under this Article VII, a claimant shall submit to the Corporation a written request, including therein or therewith such documentation and information as is reasonably available to the claimant and is reasonably necessary to determine whether and to what extent the claimant is entitled to indemnification. Upon written request by a claimant for indemnification pursuant to the first sentence of this paragraph (b), a determination, if required by applicable law, with respect to the claimant's entitlement thereto shall be made as follows: (i) if requested by the claimant, by Independent Counsel (as hereinafter defined), or (ii) if no request is made by the claimant for a determination by Independent Counsel, (A) by the Board of Directors by a majority vote of a quorum consisting of Disinterested Directors (as hereinafter defined), (B) if a quorum of the Board consisting of Disinterested Directors is not obtainable or, even if obtainable, such quorum of Disinterested Directors so directs, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to the claimant, or (C) if a quorum of Disinterested Directors so directs, by a majority of the stockholders of the Corporation. In the event the determination of entitlement to indemnification is to be made by Independent Counsel, the Independent Counsel shall be selected by the Board. If it is so determined that the claimant is entitled to indemnification, payment to the claimant shall be made within ten (10) days after such determination.

Section 7.2 Claims.

(a) If a claim under paragraph (a) of Section 7.1 of this Article VII is not paid in full by the Corporation within thirty (30) days after a written claim pursuant to paragraph (b) of Section 7.1 of this Article VII has been received by the Corporation (except in the case of a claim for advancement of expenses, for which the applicable period is twenty (20) days), the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action that the claimant has not met the standard of conduct which makes it permissible under the DGCL for the Corporation to indemnify the claimant for the amount claimed or that the claimant is not entitled to the requested advancement of expenses, but (except where the required undertaking, if any, has not been tendered to the Corporation) the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, Independent Counsel or stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board of Directors, Independent Counsel or stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(b) If a determination shall have been made pursuant to paragraph (b) of Section 7.1 of this Article VII that the claimant is entitled to indemnification, the Corporation shall be bound by such determination in any judicial proceeding commenced pursuant to paragraph (a) of this Section 7.2.

(c) The Corporation shall be precluded from asserting in any judicial proceeding commenced pursuant to paragraph (a) of this Section 7.2 that the procedures and presumptions of this Article VII are not valid, binding and enforceable and shall stipulate in such proceeding that the Corporation is bound by all the provisions of this Article VII.

Section 7.3 Non-Exclusivity of Rights; Amendment and Repeal. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VII: (i) shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation or these By-Laws, agreement, vote of stockholders or Disinterested Directors or otherwise and (ii) cannot be terminated by the Corporation, the Board of Directors or the stockholders of the Corporation with respect to a person's service prior to the date of such termination. Any amendment, modification, alteration or repeal of this Article VII that in any way diminishes, limits, restricts, adversely affects or eliminates any right of an indemnitee or his or her successors to indemnification, advancement of expenses or otherwise shall be prospective only and shall not, without the written consent of the indemnitee, in any way diminish, limit, restrict, adversely affect or eliminate any such right with respect to any actual or alleged state of facts, occurrence, action or omission then or previously existing, or any action, suit or proceeding previously or thereafter brought or threatened based in whole or in part upon any such actual or alleged state of facts, occurrence, action or omission.

Section 7.4 Insurance, Other Indemnification and Advancement of Expenses.

(a) The Corporation may maintain insurance, at its expense, to protect itself and any current or former director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL. To the extent that the Corporation maintains any policy or policies providing such insurance, each such current or former director or officer, and each such agent or employee to which rights to indemnification have been granted as provided in paragraph (b) of this Section 7.4, shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage thereunder for any such current or former director, officer, employee or agent.

(b) The Corporation may, to the extent authorized from time to time by the Board of Directors or the Chief Executive Officer, grant rights to indemnification, and rights to be paid by the Corporation the expenses incurred in connection with any proceeding in advance of its final disposition, to any current or former employee or agent of the Corporation to the fullest extent of the provisions of this Article VII with respect to the indemnification and advancement of expenses of current or former directors and officers of the Corporation.

Section 7.5 Severability. If any provision or provisions of this Article VII shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (i) the validity, legality and enforceability of the remaining provisions of this Article VII (including, without limitation, each portion of any paragraph of this Article VII containing any such provision held to be invalid, illegal or unenforceable, that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and (ii) to the fullest extent possible, the provisions of this Article VII (including, without limitation, each such portion of any paragraph of this Article VII containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

Section 7.6 Definitions. For purposes of this Article VII:

(i) "Disinterested Director" means a director of the Corporation who is not and was not a party to the matter in respect of which indemnification is sought by the claimant.

(ii) "Independent Counsel" means a law firm, a member of a law firm, or an independent practitioner, that is experienced in matters of corporate law and shall include any person who, under the applicable standards of professional conduct then prevailing, would not have a conflict of interest in representing either the Corporation or the claimant in an action to determine the claimant's rights under this Article VII.

Section 7.7 Notices. Any notice, request or other communication required or permitted to be given to the Corporation under this Article VII shall be in writing and either delivered in person or sent by telecopy, telex, telegram, overnight mail or courier service, or certified or registered mail, postage prepaid, return receipt requested, to the Secretary of the Corporation and shall be effective only upon receipt by the Secretary.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.1 Execution of Instruments. All agreements, indentures, mortgages, deeds, conveyances, transfers, contracts, checks, notes, drafts, loan documents, letters of credit, guarantees, master agreements, swap agreements, security and pledge agreements, guarantees of signatures, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, powers of attorney, and other instruments or documents may be signed, executed, acknowledged, verified, attested, delivered or accepted on behalf of the Corporation by the Chief Executive Officer, any Executive Vice President, any Vice President or any individual who is listed on the personnel records of the Corporation in a position equal to any of the aforementioned officer positions, or such other officers, employees or agents as the Board of Directors or any of such designated officers or individuals may direct. The provisions of this Section 7.1 are supplementary to any other provision of these By-Laws and shall not be construed to authorize execution of instruments otherwise dictated by law.

Section 8.2 Shares of Other Corporations. The Chief Executive Officer, any Executive Vice President, Vice President, Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, or such other officers, employees or agents as the Board of Directors or such designated officers may direct, are authorized to vote, represent and exercise on behalf of the Corporation all rights incident to any and all shares of any other corporations or associations standing in the name of the Corporation. The authority herein granted to said individual to vote or represent on behalf of the Corporation any and all shares held by the Corporation in any other corporations or associations may be exercised either by the individual in person or by any duly executed proxy or power of attorney.

Section 8.3 Seal. Any Secretary, Assistant Secretary or person authorized to execute instruments in accordance with Section 6.1 shall have the authority to affix any corporate seal, or a facsimile thereof, to any document requiring a seal and to attest the same. Affixing the seal is not necessary to make the execution of any document effective or binding.

Section 8.4 Electronic Meetings. Subject to the requirements of these By-Laws or the Certificate of Incorporation, stockholders, members of the Board of Directors or members of any committee of the Board of Directors may participate in and hold meetings by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear or otherwise communicate with each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 8.5 Fiscal Year. The fiscal year of the Corporation shall be determined by the Board of Directors.

Section 8.6 Amendments. These By-Laws may be altered, amended or repealed, and new By-Laws may be adopted, by the Board of Directors or by the stockholders.

Exhibit 3.5

CERTIFICATE OF FORMATION
OF
[__]

The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

FIRST: The name of the limited liability company (hereinafter called the "limited liability company") is [__].

SECOND: The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are [__].

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of [__].

[__]

Exhibit 3.6

[__]

LIMITED LIABILITY COMPANY AGREEMENT

[__]

LIMITED LIABILITY COMPANY AGREEMENT

THIS LIMITED LIABILITY COMPANY AGREEMENT (the "Agreement") is entered into as of the [__] day of [__], [__] (the "Effective Date"), by [____], a Delaware corporation, as the sole member (the "Member") of [__] (the "Company"), a limited liability company organized pursuant to the provisions of the Delaware Limited Liability Company Act, Title 6, §18-101, *et. seq.*, as amended from time to time (the "Act").

RECITALS

WHEREAS, the Member desires to enter into the Agreement, and for the Agreement to serve as the primary governing document of the Company.

AGREEMENT

NOW, THEREFORE, the Member and the Company agree as follows:

ARTICLE 1

FORMATION

Section 1.1 Name.

The name of the limited liability company heretofore formed and continued hereby is [__], and all business of the Company shall be conducted under that name or under any other name approved by the Manager (as defined herein), but in any case, only to the extent permitted by applicable law.

Section 1.2 Registered Agent and Office.

The Company's initial registered agent for service of process and registered office shall be [__] at [__]. The Manager may, from time to time, pursuant to the relevant provisions of the Act, change the registered agent or office.

Section 1.3 Business Purpose.

The business of the Company shall be to engage in any lawful business or activity permitted by the Act. Subject to the terms of this Agreement, the Company shall have all powers of a limited liability company under the Act, this Agreement and all other law.

Section 1.4 Formation and Term.

The Company was formed by the filing of the Certificate of Formation of the Company with the Secretary of State of the State of Delaware on [__]. The term of the Company shall be perpetual until dissolved in accordance with this Agreement.

Section 1.5 Certificates and Authorized Person.

The Manager is hereby designated an "authorized person" within the meaning of the Act. The Manager shall execute, deliver, and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

ARTICLE 2

MANAGEMENT

Section 2.1 Management.

(a) The management of the Company shall be vested in one or more Managers. The Manager may, at its discretion, delegate such powers and duties to Officers of the Company as it deems appropriate.

(b) The Manager shall have authority to conduct all ordinary business, as described in Section 1.3 of this Agreement, on behalf of the Company, and may execute and deliver on behalf of the Company any contract, conveyance, note or similar document; *provided, however*, that without the consent of the Member, no Manager or Officer shall have the authority to:

(i) take any act in contravention of this Agreement;

(ii) confess a judgment against the Company;

(iii) merge or consolidate the Company with or into any other entity or change or reorganize the Company into any other legal form;

(iv) file a voluntary petition in bankruptcy or for reorganization or for adoption of an arrangement under any state or federal bankruptcy laws;

(v) execute or deliver any general assignment for the benefit of creditors of the Company or permit the entry of an order of relief against the Company under any state or federal bankruptcy laws;

(vi) admit additional Members to the Company; or

(vii) sell or transfer all, or substantially all, of the assets of the Company.

Section 2.2 Appointment of Manager.

The Member shall set the number of Managers. The initial number of Managers is one (1) and the initial Manager is [__]. The compensation of the Manager, if any, shall be set by the Member.

Section 2.3 Resignation and Removal of Manager.

A Manager shall hold office until such Manager's successor is appointed by the Member or until such Manager's earlier resignation, dissolution or removal by the Member. A Manager may resign at any time upon written notice to the Member, and a Manager may be removed with or without cause by the Member.

ARTICLE 3

MEMBER

Section 3.1 Authority of the Member.

The Member hereby continues as the sole member of the Company upon its execution of a counterpart signature page to this Agreement. Except as provided in Section 3.2, the Member shall not, other than in its capacity as a Manager, participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company.

Section 3.2 Rights of the Member.

The Member shall have the following rights:

(a) the Member may elect to dissolve the Company;

(b) the Member may consent to any actions specifically requiring its consent or approval pursuant to this Agreement or the Act; and

(c) the Member may take any other action specifically authorized pursuant to this Agreement.

Section 3.3 Cessation Event.

A Member shall not cease to be a Member upon the occurrence of any one or more of the events provided in Section 18-304 of the Act.

ARTICLE 4

DISTRIBUTIONS TO THE MEMBER

Section 4.1 Distributions.

The Company may distribute available cash or other property to the Member at such times and in such amounts as determined by the Manager; *provided*, that upon the dissolution of the Company as provided in Article 10, distributions shall be made in accordance with Section 11.2.

Section 4.2 Limitations Upon Distributions.

No distribution shall be made to the Member if, in the sole discretion of the Manager, (a) the Company would not be able to pay its debts as they become due in the usual course of business; (b) the Company's total assets would be less than the sum of its total liabilities; or (c) such distribution would otherwise constitute a violation of the Act.

Section 4.3 Interest on and Return of Capital Contributions.

The Member shall not be entitled to interest on its capital contributions or to a return of its capital contributions, except as otherwise specifically provided for in this Agreement.

ARTICLE 5

TITLE TO COMPANY PROPERTY

All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, the Member shall not have an ownership interest in any Company property in its individual name or right, and the Member's interest in the Company shall be personal property for all purposes.

ARTICLE 6

LIABILITY AND INDEMNIFICATION

Section 6.1 Exculpation.

Except as otherwise provided herein, no Member, Manager or Officer will be liable to the Company or to any Member for any act or failure to act pursuant to this Agreement or otherwise to the maximum extent permitted under the Act or by any other law. No Member, Manager or Officer will be liable to the Company or to any Member for such Member's, Manager's or Officer's good faith reliance on the provisions of this Agreement, the records of the Company and upon such information, opinions, reports or statements presented to the Company by any of its other Managers, Members, Officers, employees, or by any other person, as to matters such Member, Manager or Officer reasonably believes are within such person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports, or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to Members may be paid.

Section 6.2 Indemnification.

The Company shall indemnify, defend and hold harmless, each Member, Manager, and Officer and their respective affiliates, and any and all officers, directors, shareholders, members, managers, employees, and agents of any of the foregoing (each, an "Indemnitee") to the fullest extent permitted under the Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, to the fullest extent permitted by law, only to the extent that such amendment permits the Company to provide broader indemnification rights than said Act permitted the Company to provide prior to such amendment), and by any other law, from and against any and all losses, claims, demands, costs, damages, liabilities, joint or several, expense of any nature (including attorneys' fees and disbursements), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnitee may be involved, or threatened to be involved as a party or otherwise, relating to the performance or nonperformance of any act concerning the activities of the Company; provided, however that, except as otherwise provided herein, the Company shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Manager. Expenses, including attorney fees, incurred by any such Indemnitee in defending a proceeding will, to the extent of available funds, as determined by the Manager, be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking satisfactory to the Manager by or on behalf of such Indemnitee to repay such amount in the event of a final determination that such Indemnitee is not entitled to be indemnified by the Company. Any indemnification provided hereunder will be satisfied solely out of the assets of the Company, as an expense of the Company. Rights under this Section 6.2 are cumulative of the rights under other provisions of this Agreement. Rights under this Section 6.2 will not limit other rights which any person may have at law, by statute or otherwise, including common law rights to subrogation, indemnification, reimbursement or contribution and similar rights under applicable law. Rights of a person under this Section 6.2 will survive any change in the relationship between the Company and such person or its affiliates. A person's rights under this Section 6.2 will not be limited by any amendment made to this Agreement after the date the person acts or refrains from taking action in reliance on such rights, unless the person otherwise agrees. It is expressly recognized that each person named in this Section 6.2 is a third-party beneficiary of this Agreement and may enforce its rights allowed by this Section 6.2.

ARTICLE 7

OFFICERS

Section 7.1 General Provisions.

The officers of the Company (the "Officers") may consist of (i) a Chief Executive Officer, (ii) a Chief Financial Officer, (iii) a Secretary, (iv) a Treasurer, (v) one or more Executive Vice Presidents, (vi) one or more Vice Presidents, and (vii) such other Officers as may be elected by the Manager or appointed as provided in this Agreement. Any two or more offices may be held by the same person, and Officers need not be Members or Managers of the Company. Each Officer shall have such functions, authority, power and duties as customarily pertain to such offices of a business corporation or as may be prescribed by the Manager. Specifically, the Chief Executive Officer shall be responsible for the general and active management of the day-to-day business of the Company. The Chief Executive Officer shall have authority to conduct all ordinary business on behalf of the Company, subject to the control of the Manager. Any Officer may execute and deliver on behalf of the Company any contract, conveyance, note or similar document approved by the Manager for his or her signature and those day-to-day documents not expressly requiring approval by the Manager or the Member.

Section 7.2 Salaries.

The salary and other compensation of each Officer, if any, shall be set by the Manager.

Section 7.3 Election and Appointment of Officers.

The Manager may elect Officers of the Company. In addition, the Chief Executive Officer shall have the power to appoint and to delegate the power to appoint such officers as the Chief Executive Officer may deem appropriate. Each Officer shall serve for the term of office for which he or she is elected or appointed and until his or her successor has been elected or appointed and has qualified, or his or her earlier resignation, removal from office, or death.

Section 7.4 Removal of Officer.

Any Officer of the Company may be removed as an Officer, with or without cause, by the Manager. Any Officer of the Company appointed by another Officer may be removed as an Officer, with or without cause, by an Officer.

ARTICLE 8

SEPARATENESS/OPERATIONS MATTERS

The Company shall:

(a) maintain books and records separate from those of any other person;

(b) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;

(c) observe all customary organizational and operational formalities;

(d) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;

(e) prepare separate tax returns, if necessary, and separate financial statements;

(f) conduct business in its own name; and

(g) account for its assets and funds separately from those of any other person.

ARTICLE 9

DISPOSITION OF MEMBERSHIP INTEREST AND ADMISSION OF ASSIGNEES

AND ADDITIONAL MEMBERS

Section 9.1 Disposition.

The Member's interest in the Company is transferable either voluntarily or by operation of law. The Member may dispose of all or a portion of the Member's interest. Notwithstanding any provision of the Act to the contrary and at the discretion of the transferring Member, the transferee of the Member's interest in the Company may be admitted as a Member upon the completion of the transfer without further action. If such transfer results in more than one Member, the provisions of this Agreement shall continue until such time as the Members enter into a new Limited Liability Company Agreement.

Section 9.2 Admission of Additional Members.

The Member may admit additional Members and determine the capital contribution associated therewith, and thereafter, the provisions of this Agreement shall continue until such time as the Members enter into a new Limited Liability Company Agreement.

ARTICLE 10

DISSOLUTION

The Company shall be dissolved only upon election by the Member or in the event of a judicial dissolution as contemplated under Section 18-801(5) of the Act. Dissolution of the Company shall be effective on the date designated by the Member in the event of dissolution by election of the Member.

ARTICLE 11

WINDING UP

Section 11.1 Winding Up.

Upon dissolution, the Company shall cease carrying on, as distinguished from the winding up of the Company business, but the Company is not terminated, but continues until the winding up of the affairs of the Company is completed and the certificate of termination has been filed by the Secretary of State.

Section 11.2 Liquidation.

Upon the winding up of the Company, the Company property shall be distributed:

(a) to creditors, including the Member if it is a creditor, to the extent permitted by law, in satisfaction of Company liabilities; and

(b) thereafter, to the Member.

Such distributions shall be in cash, property other than cash, or partly in both, as determined by the Manager.

ARTICLE 12

GENERAL PROVISIONS

Section 12.1 Headings.

The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

Section 12.2 Governing Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware (without regard to conflict of laws principles).

Section 12.3 Severability.

In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

Section 12.4 Waivers.

No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

Section 12.5 Agreement; Effect of Inconsistencies with Act.

This Agreement shall govern the existence and organization of the Company, and except to the extent a provision of this Agreement is expressly prohibited or ineffective under the Act, this Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule.

Section 12.6 Conflicts with the Act.

If any particular provision herein is construed to be in conflict with the provisions of the Act, the provisions of this Agreement shall control to the fullest extent permitted by applicable law. Any provision found to be invalid or unenforceable shall not affect or invalidate the other provisions hereof, and this Agreement shall be construed in all respects as if such conflicting provision were omitted.

Section 12.7 Amendments.

Except as expressly provided herein, any amendment to this Agreement must be made in writing and approved by the Member.

Section 12.8 Heirs, Successors and Assigns.

The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

Section 12.9 Creditors.

None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or, except as otherwise provided in Article 6, by any person not a party hereto.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the sole Member has executed this Agreement effective as of the Effective Date.

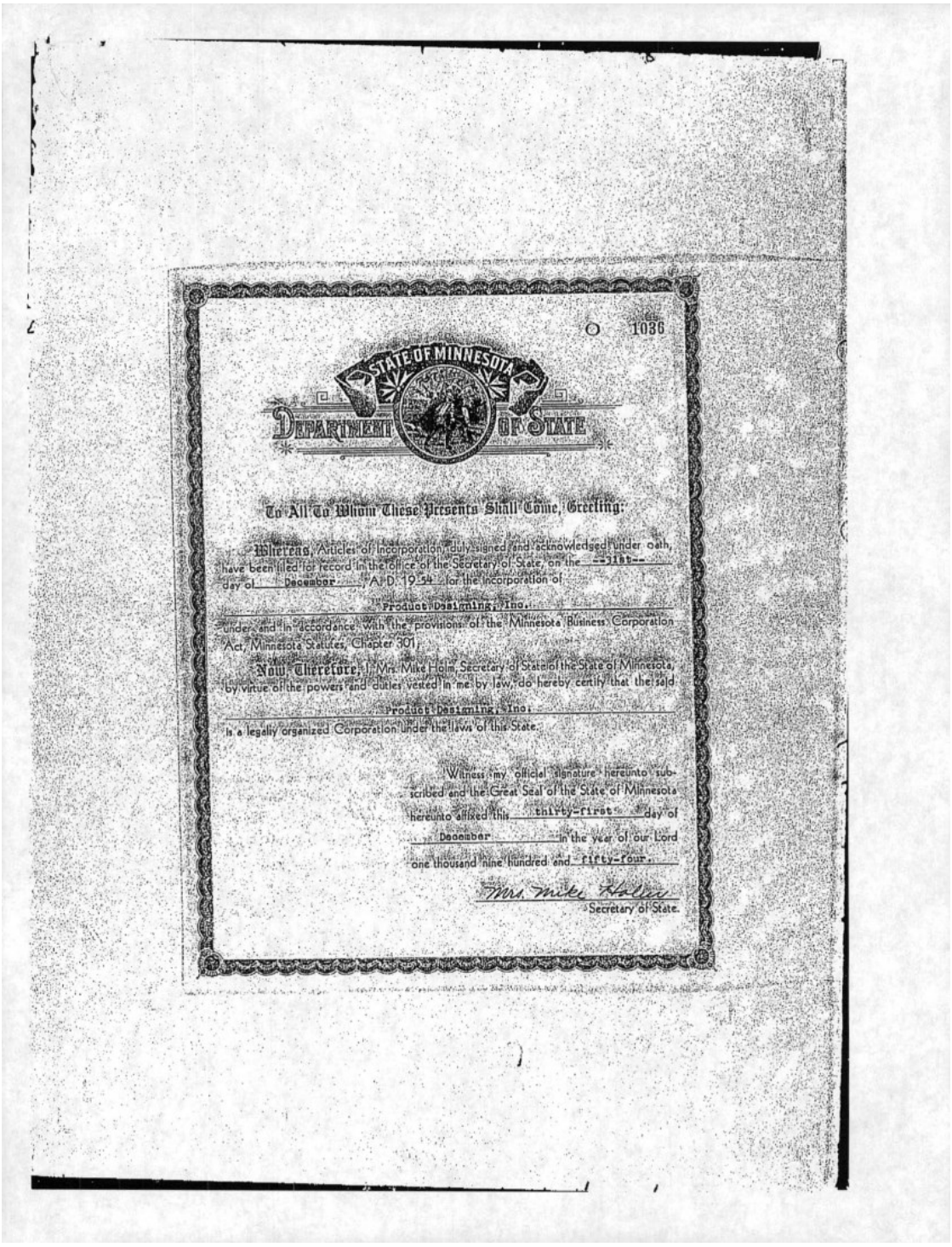
MEMBER:

[__]
By: _____
Name: [__]
Title: [__]

Agreement of Manager as of the Effective Date. The undersigned Manager hereby agrees to be the Manager of the Company pursuant to the Limited Liability Company Agreement and hereby agrees to abide by the provisions of the Limited Liability Company Agreement and the Act, to the extent applicable, as they relate to the activities of the Manager and the operation of the Company.

MANAGER:

[__]
By: _____
Name: [__]
Title: [__]



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STATE OF MINNESOTA

DEPARTMENT OF STATE

To All To Whom These Presents Shall Come, Greeting:

Whereas, Articles of Incorporation, duly signed and acknowledged under oath, have been filed for record in the office of the Secretary of State, on the --31st-- day of December A.D. 1954 for the incorporation of

Product Designing, Inc.

under and in accordance with the provisions of the Minnesota Business Corporation Act, Minnesota Statutes, Chapter 301;

Now, Therefore, I, Mrs. Mike Holm, Secretary of State of the State of Minnesota, by virtue of the powers and duties vested in me by law, do hereby certify that the said

Product Designing, Inc.

is a legally organized Corporation under the laws of this State.

Witness my official signature hereunto subscribed and the Great Seal of the State of Minnesota hereunto affixed this thirty-first day of December in the year of our Lord one thousand nine hundred and fifty-four.

Mrs. Mike Holm

Secretary of State.

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ARTICLES OF INCORPORATION

of

PRODUCT DESIGNING, INC.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, do hereby associate ourselves together for the purpose of forming a corporation under and pursuant to the statutes of the State of Minnesota and to that end we hereby adopt and execute the following articles and certify as follows:

ARTICLE I

The name of the corporation formed by us shall be Product Designing, Inc.

The location and post office address of the corporation's registered office in Minnesota is 435 - 39th Avenue Northeast, Minneapolis, Minnesota.

ARTICLE II

The purpose and general nature of its business shall be the doing of one or more of the following: manufacturing, converting, jobbing, distributing, selling, buying, holding, handling on consignment, or otherwise dealing in machines, tools, machine parts and other equipment and the operation of a machine shop for itself and for others; any or all of said items may be composed of metal, wood, composition, plastic or of any other substance or substances whatsoever; the handling, manufacturing and selling of such other articles and services and things which may be conveniently dealt with in connection with the foregoing; the acquiring, owning, holding, selling, leasing, renting, lending, mortgaging, improving, conveying, encumbering, using or dealing in or with real estate and/or personal property of any and all kinds, and the acquiring, owning, holding, selling, or otherwise transferring shares of stock or other interests in other corporations, all as may be reasonably necessary or incidental to

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its said business; making contracts, issuing notes and other obligations, incurring indebtedness, borrowing and/or lending money or property, all as may be reasonably incidental to its said business; acting as agent and doing such other acts and exercising such further rights and powers as may be incidental to the carrying on of its said business, and exercising the general powers given to it by the statutes of the State of Minnesota.

ARTICLE III

The duration of said corporation shall be perpetual.

ARTICLE IV

The amount of authorized capital stock of the corporation shall be $25,000 which shall be divided into 2,500 shares of the par value of $10 per share and the relative rights, voting power and restrictions are as follows:

Each holder of any share shall be entitled to one vote for each of such shares owned and held by him. There shall be no cumulative voting.

In dividend distributions and in liquidation distributions each share shall share equally with the other shares of common stock then outstanding. In the event of any dissolution, liquidation, or winding up (voluntary or involuntary) of the corporation, if there shall be left any assets of the corporation for distribution among shareholders, such assets shall be divided among and paid to the holders of the then outstanding shares of common stock, each share sharing equally with every other share then outstanding.

The shares of stock shall be subscribed for, sold, paid for and issued at such times, in such amounts, and at such prices (not less than par) and on such terms and subject to such

provisions as shall be determined by a majority vote of the shareholders. No shareholder or shareholders shall have pre-emptive right or preferential right to subscribe for any shares, but shares may, from time to time, be offered or sold without first offering them to any existing shareholder or shareholders of the corporation.

If any shareholder of said common stock desires to sell, encumber, pledge or otherwise dispose of any or all of his shares in the corporation, he shall first offer said shares for sale to the corporation at par value or at the appraised value (determined as hereinafter outlined) whichever amount is greater; provided, however, that if the shareholder has a bona fide offer to purchase, pledge or encumber said shares at less than said par value or said appraised value, said shares shall be first offered to the corporation at said lower price. Said corporation shall accept or reject said offer within 30 days after receipt thereof. If it accepts said offer, the purchase price shall be due six months from the date of its acceptance of said offer or, at its option, earlier; provided, that if under the statutes of the State of Minnesota it is not permitted at said time to purchase said stock, the amounts due to such shareholder from the corporation shall be payable at a time otherwise agreed upon by the corporation and such shareholder. The foregoing provisions of this paragraph shall not apply to or preclude or hamper any transfer by any shareholder of one or more of his shares to some member or members of his family.

The executor or administrator of the estate of a deceased holder of said shares in this corporation, the grantee or assignee of said shares, either taken on execution or otherwise, and a holder of said shares whose employment by the company shall be terminated, shall, within 30 days of the appointment of such executor or administrator or of such taking or of such termination of employment, offer to transfer and deliver his or their said shares, respectively, to the corporation at par value or

appraised value (determined as hereinafter outlined) whichever amount is greater. The corporation shall accept or reject said offer within 30 days after receipt thereof and if it accepts said offer, the purchase price shall be due 6 months from the date of its acceptance of said offer or, at its option, earlier.

In determining the appraised value as hereinbefore mentioned, the corporation and the shareholder (or his executor, administrator, grantee or assignee, as the case may be) shall agree, if possible, upon the then fair market value of said stock and if no agreement is reached, each shall appoint an appraiser who shall determine the fair market value of said stock, and if said two appraisers can not agree, said appraisers shall thereupon appoint a third appraiser who shall determine the fair market value of said stock and whose determination shall be final. If said two appraisers can not agree upon a third appraiser, either one of the parties involved may apply to the senior judge of District Court of Hennepin County, Minnesota, for the appointment of such third appraiser, who upon his appointment shall promptly determine the fair market value of said stock and his determination shall be final.

ARTICLE V

The amount of stated capital with which the corporation will begin business shall be One Thousand Dollars ($1,000.00).

ARTICLE VI

The names and post office addresses of the first directors of the corporation are:

1. David B. McWethy — 4231 Oakdale Avenue, Minneapolis, Minnesota
2. Hallie E. Clark — 4026 Reservoir Boulevard, Minneapolis, Minnesota
3. Harold E. McWethy — 2174 Doswell Avenue, St. Paul, Minnesota

The business of the corporation shall be managed by a board of not less than 3 nor more than 5 directors who shall be elected by the holders of the shares of the corporation's stock at the annual meeting of the shareholders or at any special meeting of

said shareholders held for such purpose. At least 3 of the directors of the corporation shall be shareholders of the corporation. Such annual meeting of such shareholders shall be held at the corporation's office at Minneapolis, Minnesota (or at any place designated in or pursuant to authority in the By-Laws, or by the written consent of all shareholders) on the third Tuesday of January of each year at 2:00 p.m. (unless it is a legal holiday in which event the meeting will be held on the first non-holiday thereafter.)

Each director shall hold office for a term of one year or until the next annual meeting and until his successor shall have been elected and shall have qualified; but changes in the Board of Directors may be made by the shareholders at any meeting or meetings (general or special) of such shareholders.

The Board of Directors shall elect as officers of the corporation a President, one or more Vice Presidents, a Secretary and a Treasurer, and such other officers as may be provided for in the corporation's By-Laws. Any two offices except those of President and Vice-President may be held and filled by one and the same person. Each officer shall be elected for such term or terms as may be prescribed in the By-Laws, and shall hold office until his successor shall have been elected and shall have qualified; provided, however, that changes in officers may be made by the shareholders at any meeting or meetings (general or special) whether or not the term of such officer has expired.

ARTICLE VII

The first officers of the corporation are:

David B. McWethy — President and Treasurer

Hallie E. Clark — Vice President and Secretary

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ARTICLE VIII

The names and post office addresses of the incorporators are:

David B. McWethy	4231 Oakdale Avenue Minneapolis, Minnesota
Hallie E. Clark	4026 Reservoir Boulevard Minneapolis, Minnesota
Harold E. McWethy	2174 Doswell Avenue St. Paul, Minnesota

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals, December 30, 1954.

Signed, sealed and delivered in presence of:

Donald Friel

Kathryn Sabol

David B. McWethy (SEAL)

Hallie E. Clark (SEAL)

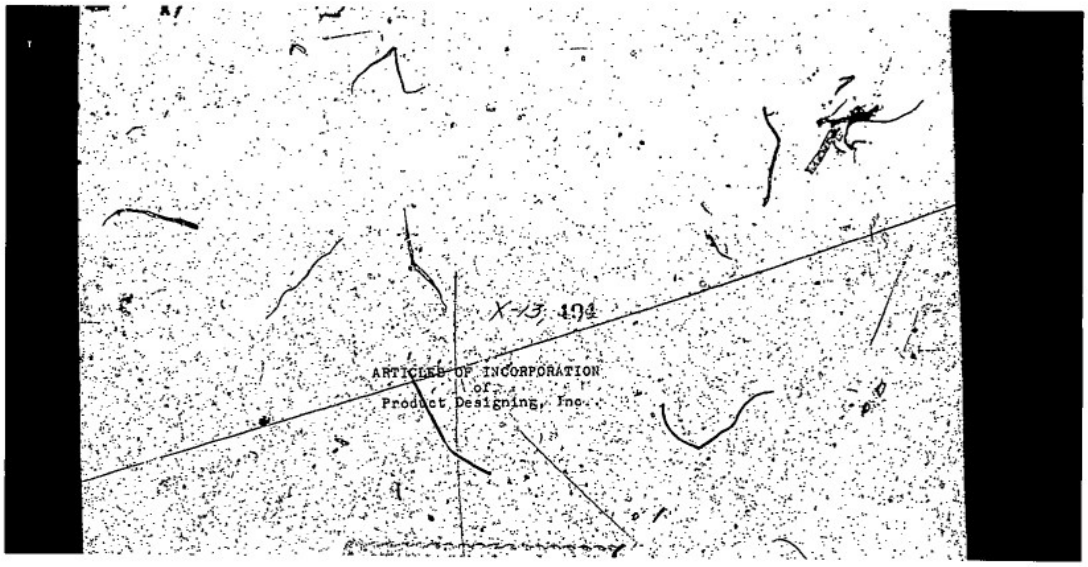
Harold E. McWethy (SEAL)

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

On this 30th day of December, 1954, before me, a Notary Public, within and before said County and State, personally appeared David B. McWethy, Hallie E. Clark and Harold E. McWethy, to me known to be the signers and sealers of the foregoing Articles of Incorporation, and each acknowledged that he executed the same as his free act and deed and for the uses and purposes therein expressed, and that he is one of the incorporators therein named.

Donald Friel
Notary Public, Hennepin County, Minn.

NOTARIAL SEAL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ARTICLES OF INCORPORATION
of
Product Designing, Inc.

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ARTICLES OF AMENDMENT OF ARTICLES OF INCORPORATION
OR
CERTIFICATE OF INCORPORATION
OF
PRODUCT DESIGNING, INC.

There is hereby below set forth the following amendment to the Articles of Incorporation or Certificate of Incorporation of Product Designing, Inc. which was adopted by its shareholders owning and holding all of its outstanding stock by unanimous consent of all of said shareholders and by unanimous vote of all of the shares of stock of said corporation at a meeting of said shareholders whereat all of its outstanding shares of stock were present and represented on January 11, 1955.

Said resolution amending said Articles or Certificate of Incorporation reads as follows:

RESOLVED, that Article I of the Certificate or Articles of Incorporation of Product Designing, Inc. be amended so as to read as follows:

"ARTICLE I

The name of the corporation formed by us shall be Product Design & Engineering, Inc.

The location and post office address of the corporation's registered office in Minnesota is 935 - 39th Avenue Northeast, Minneapolis, Minnesota."

RESOLVED FURTHER, that authority and direction are hereby given to any officer or officers of the corporation to take such steps as may be necessary or desirable properly to complete, according to law, the Amendment of the Articles of Incorporation or Certificate of Incorporation as above provided for.

January 12, 1955.

David B. McWethy,
As President of
Product Design & Engineering, Inc.

Hallie E. Clark,
As Secretary of
Product Design & Engineering, Inc.

CORPORATE SEAL

Z-13, 317

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

On January 12, 1955, before me, a Notary Public, within and for said county and state, personally appeared David B. McWathy, President, and Hallie E. Clark, Secretary, of Product Design & Engineering, Inc., each being to me personally known to be the persons who executed the foregoing instrument; and David B. McWathy acknowledged that he executed the same as President of said corporation and Hallie E. Clark acknowledged that he executed the same as the Secretary thereof, and each acknowledged that he executed the same as his free act and deed personally and as such officer and as the free act and deed of said corporation.

Donald P. Pratt, Notary Public
Hennepin County, Minnesota
My commission Expires Oct. 9, 1960.

NOTARIAL SEAL

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

David B. McWathy and Hallie E. Clark, being each by me first duly sworn, say, each for himself, that said David B. McWathy is, and at the time of signing said document, was the President of Product Design & Engineering, Inc. and that Hallie E. Clark is, and at the time of signing said document, was the Secretary of Product Design & Engineering, Inc. and that the facts are as set forth in said document.

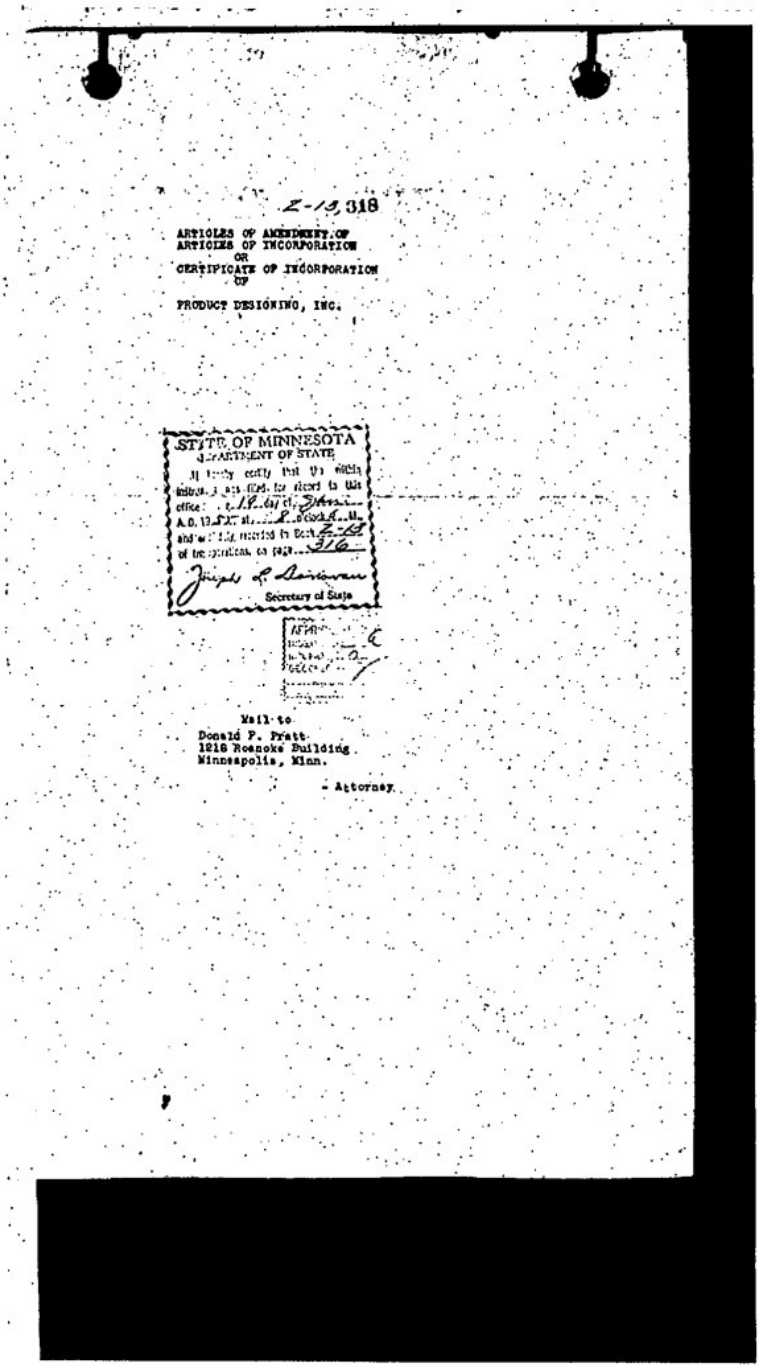
David B. McWathy

Hallie E. Clark

Subscribed and sworn to before me this 12th day of January, 1955.

Donald P. Pratt, Notary Public
Hennepin County, Minnesota
My commission expires Oct. 9, 1960.

NOTARIAL SEAL



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ARTICLES OF AMENDMENT OF
ARTICLES OF INCORPORATION
OR
CERTIFICATE OF INCORPORATION
OF

PRODUCT DESIGNING, INC.

STATE OF MINNESOTA
DEPARTMENT OF STATE

I hereby certify that the within instrument was filed for record in this office this 12th day of March A.D. 19 57 at 2 o'clock P. M. and was duly recorded in Book E-19 of Incorporations on page 316

Joseph L. Donovan
Secretary of State

Mail to
Donald P. Pratt
1216 Roanoke Building
Minneapolis, Minn.

- Attorney

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CERTIFICATE OF RESTATED ARTICLES OF INCORPORATION
OF
PRODUCT DESIGN & ENGINEERING, INC.

We, A. J. PORTER and JOSEPH J. DUDLEY, the President and Secretary, respectively, of Product Design & Engineering, Inc., a Minnesota corporation, do hereby certify that by a writing signed by all of the shareholders of said corporation on June 27, 1960, the Restated Articles of Incorporation herein set forth were duly authorized and adopted. Said Restated Articles of Incorporation supersede and take the place of the existing Articles of Incorporation and all amendments thereto of said corporation. Said Restated Articles of Incorporation are as follows:

1. The name of this corporation is Product Design & Engineering, Inc.

2. The purposes of this corporation are as follows:

To manufacture, produce, buy, sell, operate, lease, hold and deal in machines, machine tools, parts and equipment;

To operate a machine shop and to manufacture, produce, assemble, service and deal in products, goods, wares and merchandise of all kinds and of every nature whatsoever;

To engage in the business of designing, engineering and developing products, machines, devices, assemblies, processes and methods;

To acquire, develop, purchase, hold, license, use, sell, lease and deal in patents, licenses, processes and the like;

To acquire, hold, pledge, hypothecate, sell or otherwise dispose of the shares, bonds, securities and other evidences of indebtedness of any person or of any domestic or foreign corporation;

To purchase, lease or otherwise acquire, hold, sell, exchange, transfer, repair, maintain, improve, mortgage, pledge or otherwise hypothecate, and in any other manner deal in and deal with real property, mixed and personal property wherever situated.

3. The period of duration of this corporation shall be perpetual.

4. The location and post office address of the registered office of this corporation is 750 Florida Avenue South, Minneapolis, Minnesota.

5. The total authorized number of shares of this corporation is Six Hundred Thousand (600,000) shares of the par value of $.10 per share designated as Common Shares. Voting by shareholders may be cumulative.

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6. The amount of stated capital of this corporation is Eighteen Thousand Four Hundred and Seventy-five Dollars ($18,475.00).

7. The names and post office addresses of the directors of this corporation are as follows:

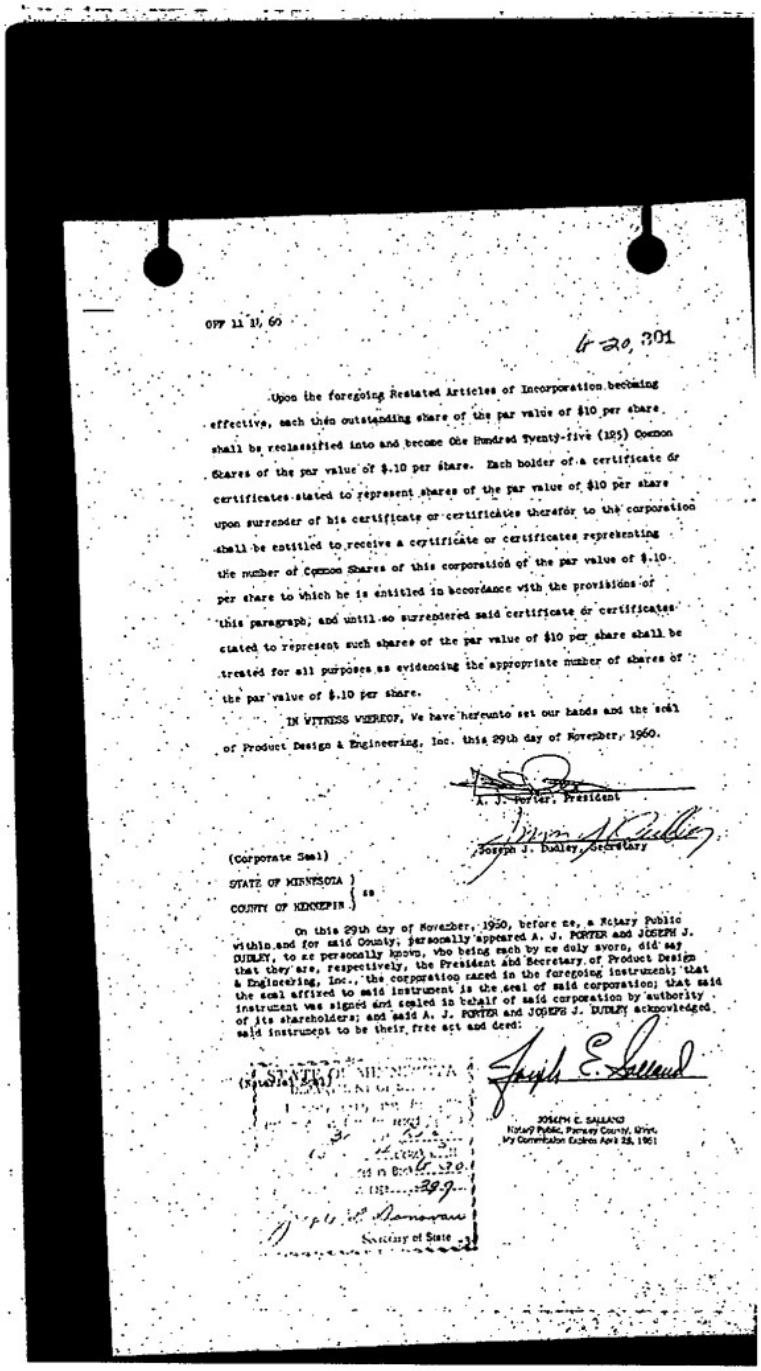
Name	Post Office Address
Alvin Jerry Porter	750 Florida Avenue South Minneapolis, Minnesota
Donald V. Mathison	750 Florida Avenue South Minneapolis, Minnesota
Victor S. Gordon	750 Florida Avenue South Minneapolis, Minnesota
Joseph J. Dudley	750 Florida Avenue South Minneapolis, Minnesota
Walter Rasmussen	750 Florida Avenue South Minneapolis, Minnesota
Frank W. Eetman	750 Florida Avenue South Minneapolis, Minnesota
Jacob W. Aro	750 Florida Avenue South Minneapolis, Minnesota

8. The shareholders of this corporation shall have no preemptive right to subscribe to any issue of shares of this corporation now or hereafter made.

9. The Board of Directors of this corporation shall have authority (a) to accept or reject subscriptions for shares made after incorporation, (b) to fix the terms and conditions of rights to convert any of its securities into shares of any class or classes, and (c) to authorize the issuance of such conversion rights or options.

10. The Board of Directors shall have authority to make and alter the By-laws of this corporation subject to the power of the shareholders to change or repeal such By-laws.

11. The holders of a majority of the outstanding shares shall have power to authorize the sale, lease, exchange or other disposal of all or substantially all of the property and assets of this corporation including its good will, to amend the Articles of Incorporation of this corporation and adopt or reject an agreement of consolidation or merger.



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Upon the foregoing Restated Articles of Incorporation becoming effective, each then outstanding share of the par value of $10 per share shall be reclassified into and become One Hundred Twenty-five (125) Common Shares of the par value of $.10 per share. Each holder of a certificate or certificates stated to represent shares of the par value of $10 per share upon surrender of his certificate or certificates therefor to the corporation shall be entitled to receive a certificate or certificates representing the number of Common Shares of this corporation of the par value of $.10 per share to which he is entitled in accordance with the provisions of this paragraph, and until so surrendered said certificate or certificates stated to represent such shares of the par value of $10 per share shall be treated for all purposes as evidencing the appropriate number of shares of the par value of $.10 per share.

IN WITNESS WHEREOF, We have hereunto set our hands and the seal of Product Design & Engineering, Inc. this 29th day of November, 1960.

A. J. Porter, President

Joseph J. Dudley, Secretary

(Corporate Seal)

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

On this 29th day of November, 1960, before me, a Notary Public within and for said County, personally appeared A. J. PORTER and JOSEPH J. DUDLEY, to me personally known, who being each by me duly sworn, did say that they are, respectively, the President and Secretary of Product Design & Engineering, Inc., the corporation named in the foregoing instrument; that said the seal affixed to said instrument is the seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its shareholders; and said A. J. PORTER and JOSEPH J. DUDLEY acknowledged said instrument to be their free act and deed.

(Notarial Seal)

Joseph E. Salland

JOSEPH E. SALLAND
Notary Public, Hennepin County, Minn.
My Commission Expires April 28, 1961

STATE OF MINNESOTA
Secretary of State

Secretary of State

C-1036

U65 601

CERTIFICATE OF AMENDMENT
OF ARTICLES OF INCORPORATION
OF
PRODUCT DESIGN & ENGINEERING, INC.

The undersigned, A. J. Porter and Stephen A. Montague, the President and Secretary, respectively, of Product Design & Engineering, Inc., a Minnesota corporation (the "Company"), do hereby certify that in accordance with the Minnesota Statutes the following resolution was unanimously approved at a Special Meeting of the Board of Directors held September 18, 1985 and adopted and approved by a majority of the Shareholders at a Special Meeting of the Shareholders held November 27, 1985, and that such resolution has not been modified, amended or rescinded and is in full force and effect:

RESOLVED, that Article 5 of the Company's Restated Articles of Incorporation be amended in its entirety to read as follows:

"5. The total authorized number of shares of this corporation is Five Million (5,000,000) shares of the par value of $.10 per share designated as Common Shares. Voting by shareholders may be cumulative."

672865

Dated: December 12, 1985

A. J. Porter, President

Stephen A. Montague, Secretary

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 11th day of December, 1985, by A. J. Porter and Stephen A. Montague, the President and Secretary, respectively, of Product Design & Engineering, Inc., a Minnesota corporation.

(Notarial Seal)

WALLACE N. PARY
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My commission expires Jan. 6, 1986

STATE OF MINNESOTA
DEPARTMENT OF STATE
I hereby certify that the within instrument was filed for record in this office on the 12th day of Dec! A. D. 19 55 at 4:30 o'clock P. M., and was duly recorded in Book 1165 of Incorporations, on page 601
Grund Bureau Howe
Secretary of State

U 65 602

0-1034

State of Minnesota

6469

SECRETARY OF STATE

Certificate of Merger

I, Joan Anderson Growe, Secretary of State of Minnesota, do certify that: An Agreement and Plan of Merger between the following corporations has been approved pursuant to the procedures required by the chapter indicated. The Agreement and Plan of Merger was filed in this office on this date. Each of the merging corporations have been merged into the surviving corporation listed below on the effective date listed below.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

State of Incorporation and Names of Merging Corporations:

MN: Product Design & Engineering, Inc.
MN: PDE Acquisition Corp.

State of Incorporation and Name of Surviving Corporation:

MN: Product Design & Engineering, Inc.

Effective Date of Merger: 12/26/86

Name of Surviving Corporation After Effective Date of Merger:

Product Design & Engineering, Inc.

The surviving corporation, if a non-Minnesota corporation qualified to do business in Minnesota.

This certificate has been issued on: 12/26/86

Joan Anderson Growe
Secretary of State.

0-1036

6470

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated as of December 26, 1986 between PRODUCT DESIGN & ENGINEERING, INC. (the "Company"), a Minnesota corporation, and PDE ACQUISITION CORP. ("PDE"), a Minnesota corporation.

WHEREAS, the Company was incorporated in Minnesota in 1955, and its authorized capital stock consists of 5,000,000 shares of common Stock, par value $.10 per share ("Company Common Stock"), of which (as of the close of business on December 24, 1986) 853,628 shares were issued and outstanding and no shares were held by the Company as treasury stock;

WHEREAS, PDE was incorporated in Minnesota in 1986, and its authorized capital stock consists of 1,000 shares of Common Stock, par value of $.10 per share ("PDE Common Stock"), all of which are issued and outstanding and are owned by Specialty Packaging Products, Inc. ("Specialty"), a Virginia corporation;

WHEREAS, the Company, certain principal shareholders of the Company, PDE and Specialty have entered into an Agreement and Plan of Reorganization dated as of November 26, 1986 ("Reorganization Agreement") providing for certain representations, warranties and agreements in connection with the transactions contemplated therein and herein; and

WHEREAS, the boards of directors of the Company, PDE and Specialty have determined that it is in the best interests of each of the Company and PDE and their respective shareholders that, upon the terms and conditions contained herein, the Company and PDE be merged, and each share of the Company Common Stock outstanding at the time of the merger be converted into a right to receive $12.00 in cash;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, the parties hereto agree that the Company and PDE shall be merged and that the terms and conditions of such merger and the mode of carrying the same into effect shall be as follows:

1. Merger and Surviving Corporation.

A. Pursuant to the applicable laws of the State of Minnesota, PDE shall merge with and into the Company, and the Company shall be the surviving corporation after the merger and shall continue to exist as a corporation created and governed by the laws of the State of Minnesota.

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B. Except as amended by this Agreement, the Articles of Incorporation of the Company in effect immediately prior to the merger becoming effective shall be the Articles of Incorporation of the surviving corporation.

C. The By-Laws of the Company in effect immediately prior to the merger becoming effective shall be the By-Laws of the surviving corporation until altered, amended or repealed in accordance with the Articles of Incorporation of the surviving corporation and applicable law.

2. Effectiveness of Merger.

A. If this Agreement has been adopted and approved by the shareholders of the Company and PDE and, if all of the conditions precedent to the obligations of each of such corporations as set forth in the Reorganization Agreement shall be satisfied or have been waived, articles of merger executed by duly authorized officers of each of the Company and PDE, complying in all respects with the Minnesota Business Corporation Act ("Minnesota Law"), shall be filed with the Secretary of State of Minnesota.

B. The merger contemplated herein shall become effective upon the filing of duly executed articles of merger with the Secretary of State of the State of Minnesota. The time when the merger shall become effective is referred to in this Agreement as the "Time of Merger".

3. Shares of Constituent and Surviving Corporations. The manner and basis of converting the Company Common Stock into cash and the PDE Common Stock into Company Common Stock shall be as follows:

A. Section 5 of the Articles of Incorporation of the Company shall be amended to read as follows:

> "The total number of shares of capital stock which the Corporation shall have authority to issue is 1,000 shares of common stock, with par value of $.10 per share."

B. Each share of PDE Common Stock outstanding at the Time of Merger shall be converted into one fully paid and nonassessable share of the Company Common Stock.

C. Each share of the Company Common Stock outstanding at the Time of Merger shall, by virtue of the merger and without any action on the part of the holder thereof, be

converted into the right to receive, upon surrender of the certificate representing such share, $12.00 in cash payable to the holder thereof, without interest thereon. Each share of the Company Common Stock, if any, held by the Company as treasury stock or held by Specialty or PDE at the Time of Merger shall be cancelled.

D. Anything herein to the contrary notwithstanding, any holder of shares of the Company Common Stock who shall exercise the rights of a dissenting shareholder pursuant to the provisions of Sections 302A.471 and 302A.473 of the Minnesota Law shall be entitled to receive only the payment therein provided for and shall not be entitled to receive the consideration described in Section 3.C. Such payment shall be made directly by the Company, as the surviving corporation, and not out of the Exchange Fund (as hereinafter defined).

4. Exchange Arrangements.

A. At or prior to the Time of Merger, PDE shall deposit in cash with Mellon Securities Transfer Services (the "Exchange Agent"), in trust, an amount equal in the aggregate to the product of (i) the number of shares of the Company Common Stock issued and outstanding at the Time of Merger less shares held by Specialty and PDE, and (ii) $12.00 (such product being hereinafter referred to as the "Exchange Fund"). Out of the Exchange Fund, the Exchange Agent shall, pursuant to irrevocable instructions, make the payments provided for in Section 3.C. above and this Section 4. The Exchange Fund shall not be used for any other purpose, except as provided in the Exchange Agreement entered into among the Exchange Agent, the Company and PDE.

B. Promptly after the Time of Merger, the Exchange Agent shall mail to each record holder, as of the Time of Merger, of an outstanding certificate or certificates, which prior thereto represented shares of the Company Common Stock, a form letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to such certificate or certificates shall pass, only upon proper delivery of such certificate or certificates to the Exchange Agent) and instructions for use in effecting the surrender of such certificate or certificates for payment. Upon surrender to the Exchange Agent of such certificate or certificates, together with such letter of transmittal, duly executed, the Exchange Agent shall promptly pay out of the Exchange Fund to the person entitled thereto the amount to which such person is entitled, as provided in Section 3.C. No interest will be paid or accrued on the cash payable upon the surrender of the certificate or certificates. If payment is to be made to a

person other than the one in whose name the certificate surrendered is registered, it shall be a condition of payment that the certificate so surrendered shall be properly endorsed or otherwise in proper form for transfer and that the person requesting such payment shall pay any transfer or other taxes required by reason of the payment to a person other than the registered holder of the certificate surrendered or establish to the satisfaction of the Company, as the surviving corporation, that such tax has been paid or is not applicable. Until surrendered in accordance with the provisions of this Section 4, the certificate or certificates which immediately prior to the Time of Merger represented issued and outstanding shares of the Company Common Stock (except for certificates representing shares with respect to which appraisal rights have been perfected to the extent then required pursuant to Section 302A.473 of the Minnesota Law) shall represent for all purposes the right to receive $12.00 in cash multiplied by the number of shares evidenced by such certificate or certificates. After the Time of Merger, there shall be no further registration of transfers on the records of the Company of shares of the Company Common Stock.

(1) If after the Time of Merger the Company, as the surviving corporation, settles an appraisal proceeding brought pursuant to Section 302A.473 of the Minnesota Law and thereby becomes the holder of shares of the Company Common Stock, or if pursuant to a decree of a court of competent jurisdiction in such a proceeding the Company, as the surviving corporation, receives shares of the Company Common Stock upon payment of the appraised value thereof, then in either such event, the Company may surrender the certificate or certificates representing such shares to the Exchange Agent for payment of the amount provided for in Section 3.C.

(2) Any portion of the Exchange Fund deposited with the Exchange Agent which remains unclaimed by the shareholders of the Company for ninety (90) days after the date of the Time of Merger shall be repaid to the Company, as the surviving corporation, upon demand, and any shareholder of the Company who has not theretofore complied with this Section 4 shall thereafter look only to the Company for payment of his claim for $12.00 for each of his Company Common Shares.

5. Effect of Merger. At the Time of Merger:

A. The separate existence of PDE shall cease.

B. The Company shall have all the rights, privileges, immunities and powers and shall be subject to all of the duties

and liabilities of a corporation organized under the Minnesota Law and shall possess all the rights, privileges, immunities, powers and franchises as well as of a public or a private nature of each of the Company and PDE; and all the property, real, personal and mixed, and franchises of each of the Company and PDE, and all debts due on whatever account to any of them, including subscriptions to shares and all other chooses in action belonging to any of them, shall be taken and deemed to be transferred to and vested in the Company without further act or deed; and title to any real estate or any interest therein, under the laws of the State of Minnesota vested in the Company or PDE shall not revert or be in any way impaired by reason of the merger. The Company shall, after the Time of Merger, be responsible and liable for all the liabilities and obligations of each of the Company and PDE as if the Company had itself incurred the same or contracted therefor, but the liabilities of such corporations, or of their shareholders, directors, or officers, shall not be affected, nor shall the rights of the creditors thereof or of any persons dealing with such corporations or any liens upon the property of such corporations, be impaired by the merger, but such liens shall be limited to the property upon which they were liens immediately prior to the Time of Merger. Any claim existing or action or proceeding pending by or against the Company or PDE may be prosecuted to judgment as if such merger had not taken place, or the Company may be proceeded against or substituted in place of PDE.

6. Further Assurances.

From time to time as and when requested by the Company or by its successors or assigns, PDE and its proper officers and directors shall execute and deliver, or cause to be executed and delivered, all deeds and other instruments and shall take or cause to be taken all such other and further actions as the Company, as the surviving corporation, may deem necessary or appropriate in order more fully to vest in and confirm to the Company title to and possession of all the property, rights, privileges, powers and franchises referred to in Section 5.B. and otherwise to carry out the intent and purposes of this Agreement.

7. Amendment.

The Company and PDE may, by agreement in writing authorized by their respective Boards of Directors, amend this Agreement at any time before or after adoption hereof by the shareholders of either or both, but after any such adoption, no amendment shall be made which substantially changes the terms hereof without the further approval of such shareholders.

8. Termination.

A. The Company may terminate this Agreement by notice to PDE at any time prior to the Time of Merger, whether before or after adoption by the shareholders of the Company and PDE, if a condition to the performance of the Company hereunder shall not be fulfilled at or before the time specified for the fulfillment thereof.

B. PDE may terminate this Agreement by notice to the Company at any time prior to the Time of Merger, whether before or after adoption by the shareholders of the Company and PDE, if a condition to the performance of PDE hereunder shall not be fulfilled at or before the time specified for the fulfillment thereof.

C. This Agreement shall be terminated without any further action by the parties hereunder if the Reorganization Agreement is terminated pursuant to and in accordance with Section 12.01 of the Reorganization Agreement.

D. This Agreement may be terminated at any time prior to the Time of Merger, whether before or after adoption by the shareholders of the Company and PDE, without liability on the part of either of such corporations or their respective directors, officers or shareholders, by mutual consent in writing of the Company and PDE authorized by their respective Boards of Directors.

9. Notices.

All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice:

A. If to the Company, 750 Florida Avenue South, Minneapolis, Minnesota 55426, Attention: A. J. Porter, with a copy to Dorsey & Whitney, 2200 First Place Place East, Minneapolis, Minnesota 55402, Attention: George P. Flannery; and

B. If to PDE, c/o Specialty Packaging Products, Inc., 804 Moorefield Park Drive, Richmond, Virginia 23235, Attention: Phillips E. Patton, with a copy to Winston & Strawn, Suite 5000, One First National Plaza, Chicago, Illinois 60603, Attention: Joseph A. Walsh, Jr.

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

PRODUCT DESIGN & ENGINEERING INC.

By: _____

Title: President

ATTEST:

_____
Secretary

PDE ACQUISITION CORP.

By: _____

Title: President

ATTEST:

_____
Secretary

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

BE IT REMEMBERED that on this 23rd day of December, 1986, personally came before me, a Notary Public in and for the County and State aforesaid, A.J. Porter of Product Design & Engineering, Inc., a corporation of the State of Minnesota, and he duly executed said Agreement and Plan of Merger before me and acknowledged the said Agreement and Plan of Merger to be his act and deed and the act and deed of said Corporation and that the facts stated therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

Cherry J. Markovich
Notary Public

[SEAL]

My Commission expires:
October 29, 1990

CHERRY J. MARKOVICH
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My commission expires Oct. 29, 1990

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

BE IT REMEMBERED that on this 23rd day of December, 1986, personally came before me, a Notary Public in and for the County and State aforesaid, Phillips E. Patton of PDE Acquisition Corp., a Minnesota corporation, and he duly executed said Agreement and Plan of Merger before me and acknowledged the said Agreement and Plan of Merger to be his act and deed and the act and deed of said Corporation and that the facts stated therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

Cherry J. Markovich
Notary Public

[SEAL]

My Commission expires:
October 29, 1990

CHERRY J. MARKOVICH
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My commission expires Oct. 29, 1990

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
DEC 26 1986
Secretary of State

P/F
8-103e

State of Minnesota
Office of the Secretary of State

Notice of Change of Registered Office — Registered Agent or Both

▶ See instructions on reverse side for completing this form.

by — 0853

Name of Corporation
PRODUCT DESIGN & ENGINEERING, INC.

Pursuant to Minnesota Statutes, Section 302A.123, 303.10, or 317.19 the undersigned hereby certifies that the Board of Directors of the above named Corporation has resolved to change the corporation's registered office or agent:

FROM

Agent's Name	(Fill in this box only if you already have an agent. Do not list the corporate name in this box.) NONE
Address (No. & Street)	
City	County / MN / Zip

TO

Agent's Name	C T CORPORATION SYSTEM INC.
Address (No. & Street)	(You may not list a P.O. box, but you may list a rural route and box number.) 405 SECOND AVENUE, SOUTH
City	MINNEAPOLIS / County HENNEPIN / MN / Zip 55401

The new address may not be a post office box. It must be a street address, pursuant to Minnesota Statutes, Section 302A.011, Subd. 3.

This change is effective on the day it is filed with the Secretary of State, unless you indicate another date, no later than 30 days after filing with the Secretary of State, in this box: ~~NOVEMBER~~ DECEMBER 1, 1992

I certify that I am authorized to execute this certificate and I further certify that I understand that by signing this certificate I am subject to the penalties of perjury as set forth in section 609.48 as if I had signed this certificate under oath.

Name of Officer or Other Authorized Agent of Corporation	Signature
JAMES W. BAEHREN	James W. Baehren
Title or Office	Date
SECRETARY	DECEMBER 18, 1992

Do not write below this line. For Secretary of State's use only.

Receipt Number	File Date
827260	STATE OF MINNESOTA DEPARTMENT OF STATE FILED FEB 2 1993

Jan Anderson Haws
Secretary of State

SC-00014-06 (MINN. - 260 - 7/12/89)

DC - RO (Global)

22404870002

MINNESOTA SECRETARY OF STATE
NOTICE OF CHANGE OF REGISTERED OFFICE/REGISTERED AGENT

Please read the instructions on the back before completing this form.

1. Entity Name:

   See Attached List

2. Registered Office Address (No. & Street): List a complete street address or rural route and rural route box number. **A post office box is not acceptable.**

100 South Fifth St., Suite 1075	Minneapolis	MN	55402
Street	City	State	Zip Code

3. Registered Agent (Registered agents are required for foreign entities but optional for Minnesota entities):

   If you do not wish to designate an agent, you must list "NONE" in this box. DO NOT LIST THE ENTITY NAME.

In compliance with Minnesota Statutes, Section 302A.123, 303.10, 308A.025, 317A.123 or 322B.135 I certify that the above listed company has resolved to change the entity's registered office and/or agent as listed above.

I certify that I am authorized to execute this notice and I further certify that I understand that by signing this notice I am subject to the penalties of perjury as set forth in Minnesota Statutes Section 609.48 as if I had signed this notice under oath.

Signature of Authorized Person

Name and Telephone Number of a Contact Person: Marie Hauer (212) 894-8504
please print legibly

Filing Fee: For Profit Minnesota Corporations, Cooperatives and Limited Liability Companies: $35.00.

Minnesota Nonprofit Corporations: No $35.00 fee is due unless you are adding or removing an agent.

Non-Minnesota Corporations: $50.00.
Make checks payable to Secretary of State **(YOUR CANCELLED CHECK IS YOUR RECEIPT).**

MAIL TO: Secretary of State
Corporate Division
180 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd
St. Paul, MN 55155-1299
(No walk-in service available at this location for corporate, UCC or notary)

Walk-in service is available at our public counter located in the Minnesota State Retirement System Bldg, 60 Empire Drive, Suite #100, St. Paul, MN 55103.

Charter#	Type	Business Name
6K-890	DC	1145 ARGYLE CORPORATION
6H-874	DC	717 HB Minneapolis, Inc.
4Y-1	DC	A P Meritor, Inc.
1585630-2	DC	AAA Galvanizing of Minnesota,Inc.
12G-74	DC	Accurate Contracting, Inc.
5Q-207	DC	ACN Group, Inc.
9S-697	DC	ACRO Business Finance Corp.
6H-932	DC	ACT Teleconferencing Services, Inc.
8L-987	DC	ACT VideoConferencing Inc.
389-AA	DC	ADM Milling Co.
1359944-2	DC	Advance Digital Concepts Inc.
10Y-107	DC	Advanced Component Technologies, Inc.
2214228-2	DC	Advanced Home Services Inc.
4B-808	DC	Advanced Respiratory, Inc.
12A-113	DC	Advanced Specialized Technologies, Inc.
1950546-2	DC	Advantix Corporation
4N-920	DC	AEGON Financial Services Group, Inc.
2203446-2	DC	AFC of Minnesota Corporation
228-AA	DC	Aggregate Industries - North Central Region, Inc.
11X-798	DC	Aggregate Industries Land Company, Inc.
1219221-4	DC	Ainsworth Corp.
1914338-2	DC	AJ's Sales & Service Inc.
1327738-2	DC	Alan deJesus, Inc.
7P-821	DC	ALBERT LEA NEWSPAPERS, INC.
12O-363	DC	Aldi Inc. (Minnesota)
10I-447	DC	Alias, Inc.
6A-470	DC	ALL AMERICAN SEMICONDUCTOR OF MINNESOTA, INC.
7W-907	DC	ALLAN WEST CONSULTING, Inc.
1823145-2	DC	Allied Pharmacy Cooperative
4U-1005	DC	ALMD DISTRIBUTING MINNESOTA, INC.
648-AA	DC	Ambassador West Apartments, Inc.
8R-325	DC	AMERIC DISC U.S.A. - MINNESOTA INC.
2213010-4	DC	America's Agricultural Workforce Cooperative
I-495	DC	American Uniform Co.
2042928-2	DC	AnA English Worldwide Co.
9W-156	DC	Antique Auto Restoration, Inc.
1O-109	DC	Applied Fluid Power, Inc.
11E-53	DC	Art 'N Soul of Minnesota, Inc.
9Q-453	DC	Associated Material Handling (Minnesota), Inc.
2159881-2	DC	Assured Performance Cooperative
12J-184	DC	Atlas Cold Storage USA Inc.
10J-498	DC	ATM Management Services, Inc.
7P-820	DC	AUSTIN NEWSPAPERS, INC.
8K-106	DC	AUTOMATIC GARAGE DOOR AND FIREPLACES, INC.
1359954-2	DC	Baldwin Financial Corporation
7P-639	DC	BANCNORTH INVESTMENT GROUP, INC.
1864993-2	DC	Bannecker Design & Manufacturing Cooperative
8A-440	DC	Banta Direct Marketing, Inc.
11X-776	DC	Banta Finance Corporation
1053702-2	DC	Barge Channel Road Company
726-AA	DC	Bay State Milling Company
1523559-2	DC	Bear Stearns Residential Mortgage Corporation - Mi
T-500	DC	Bell Industries, Inc.
2090039-8	DC	Benchmark Hospitality of Minnesota, Inc.
Q-302	DC	Beneficial Loan & Thrift Co.
8Y-610	DC	BENEFIT INFORMATION SERVICES, INC.
3F-507	DC	Benson-Quinn Commodities, Inc.
6Y-386	DC	Best Vendors Management Company, Inc.
11K-975	DC	bi-pro Marketing U.S.A. Limited, Inc.
2213010-2	DC	Bio Security Cooperative of America
1865632-2	DC	BKP HOLDINGS INC.
1125711-2	DC	BlackRidge Financial, Inc.
2094517-2	DC	Blue Water Home Design Studio Inc.
3F-273	DC	Boart Longyear International Holdings, Inc.
7H-845	DC	BOMBARDIER CAPITAL RAIL INC.
1509795-2	DC	Bombay Vegan Inc.
2200881-7	DC	Book Warehouse of Medford, Minnesota, Inc.
2196028-2	DC	Border States Electric Supply of Minnesota, Inc.
1R-866	DC	BounceBackTechnologies.com, Inc.
1F-666	DC	Braas Company
4P-705	DC	BROWN & BIGELOW, INC.
2D-274	DC	Burckhardt Asset Subsidiary, Inc.
11B-4	DC	BURKE GROUP MINNESOTA INC.
G-802	DC	Burns Manufacturing Company
9P-246	DC	Burnsville Sanitary Landfill, Inc.
26628-AA	DC	Butler Brothers
6W-71	DC	Cajian Bell, Inc.
1056538-2	DC	Camden Culinary, Inc.
10R-114	DC	Campoco, Inc.
2U-900	DC	Canaccord Capital Corporation (USA), Inc.
5P-445	DC	Cannon Technologies, Inc.
11V-344	DC	Carbon Collaborative, Inc.
7O-22	DC	Caribou Coffee Company, Inc.
11C-880	DC	Caritas Technologies, Inc.
2223154-2	DC	Carnegie Funding Inc.
7Z-27	DC	CCT - Mall of America I, Incorporated
2R-96	DC	CenterTherapy, Inc.
N-804	DC	Central Roofing Company
2088666-3	DC	Century Park Pictures Corporation
W-502	DC	CenturyTel of Minnesota, Inc.
1957147-2	DC	Cerealogy Incorporated
5K-937	DC	Certified Power, Inc.
9Y-141	DC	Certiport, Inc.
3H-679	DC	CF Companies, Inc.
1101482-2	DC	CG Applied Economic Analysis, Inc.
6C-248	DC	Champps Operating Corporation
12J-917	DC	Charlie's Clean Cars, Inc.
4V-1085	DC	Checker Flag Parts, Inc.
5C-507	DC	Chex Systems, Inc.
7V-686	DC	Cirrus Aircraft Corporation
6P-396	DC	CitiFinancial Auto, Ltd.
E-588	DC	CitiFinancial Services, Inc.
1M-827	DC	Clariant Life Science Molecules (America) Inc.
8P-493	DC	Clark E. Johnson, Jr., Limited
2W-950	DC	Cliffs Biwabik Ore Corporation
4D-606	DC	Comcast MO of Burnsville/Eagan, Inc.
5G-984	DC	Comcast MO of Minnesota, Inc.
4C-370	DC	Comcast MO of Quad Cities, Inc.
4D-611	DC	Comcast MO of the North Suburbs, Inc.
4H-491	DC	Comcast of St. Paul, Inc.
7S-753	DC	Comcast Phone of Minnesota, Inc.
2P-1011	DC	Comfort Systems USA (Twin Cities), Inc.
2G-319	DC	CompuCom IT Solutions, Inc.
J-554	DC	Contel of Minnesota, Inc.
6-AA	DC	Continental Machines, Inc.
2135575-2	DC	CooperationWorks!

Charter#	Type	Business Name
U-374	DC	CORUS BANKSHARES, INC.
4D-182	DC	CRYSTEEL INTERNATIONAL MARKETING, LTD.
1Q-665	DC	Crysteel Manufacturing, Inc.
7B-919	DC	CSI Staff, Incorporated
6K-435	DC	Culligan Store Solutions, Inc.
8I-67	DC	D & K OF MINNESOTA, INC.
5N-197	DC	DACCO/DETROIT OF MINNESOTA, INC.
2C-150	DC	Dakota Barge Service, Inc.
3G-777	DC	Dalson Foods, Inc.
6W-38	DC	Dan & Jerry's Greenhouses, Inc.
5I-548	DC	Dan's Prize, Inc.
8C-326	DC	Danbury Printing & Litho, Inc.
1944929-2	DC	Dart Acquisition Corp.
26395-AA	DC	DCCO Inc.
1F-1	DC	Dee-Co Holdings, Inc.
838830-2	DC	Definity Health of New York, Inc.
4P-32	DC	DELTA INTERNATIONAL MACHINERY CORP.
1364040-3	DC	Deluxe Enterprise Operations, Inc.
2049525-2	DC	Deluxe Johnson Corporation, Inc.
1364040-2	DC	Deluxe Manufacturing Operations, Inc.
1364040-4	DC	Deluxe Small Business Sales, Inc.
6H-580	DC	Designer Doors Incorporated
2G-431	DC	Detector Electronics Corporation
1325818-4	DC	DGI Holding Corp.
3Q-392	DC	Discount Tire Company of Minnesota, Inc.
12K-835	DC	Diversified Web Systems, Inc.
7H-889	DC	DLR Group inc.
F-133	DC	DoALL Industrial Supply Corp.
7Q-542	DC	DPW Publishing, Inc.
11L-837	DC	DRI-STEEM Corporation
26591-AA	DC	Duluth, Winnipeg and Pacific Railway Company
1925649-2	DC	Dutch Holdings, Inc.
1Z-225	DC	Dyco Petroleum Corporation
6S-768	DC	E-Z-Dock, Inc.
N-541	DC	E. F. Johnson Company
9K-432	DC	ECA Marketing, Inc.
1438285-8	DC	EFS Inc.
10P-820	DC	eFunds Global Holdings Corporation
9U-353	DC	eFUNDS OVERSEAS, INC.
798728-2	DC	Egmond Associates Ltd
2X-1033	DC	Elk River Landfill, Inc.
8X-147	DC	Elna International Corporation
1013855-5	DC	Emerald Express, Inc.
10N-822	DC	Empi Corp.
3B-418	DC	Empi, Inc.
12G-177	DC	Encore Software, Inc.
3S-966	DC	Engineering Repro Systems, Inc.
9F-218	DC	ENNUIGO, INC.
5I-195	DC	Enterprise Leasing Company
10K-495	DC	EquiFirst Mortgage Corporation of Minnesota
8J-446	DC	Equity One, Inc.
5K-369	DC	Eschelon Telecom of Minnesota, Inc.
9V-110	DC	Evolvable Corporation
10C-921	DC	Express Payday Loans, Inc.
12017592	DC	Express Plumbers Inc.
1336693-2	DC	Fabrique Horlogerie Internationale, Inc.
11O-500	DC	Face Fire Inc.
1950290-4	DC	Fairview Road Company

Charter#	Type	Business Name
8M-255	DC	Faithful+Gould, Inc.
611-AA	DC	Federal Cartridge Company
7P-822	DC	FERGUS FALLS NEWSPAPERS, INC.
10N-517	DC	Fieldwork Minneapolis, Inc.
4L-581	DC	FILTRA TECH SYSTEMS, INC.
11M-969	DC	First Choice Bancorp
12L-486	DC	First NLC, Inc.
6Y-975	DC	First Protection Company
3J-929	DC	First Protection Corporation
5F-1077	DC	First Team Sports, Inc.
10T-617	DC	Flair Flexible Packaging Corp. (USA)
1Z-718	DC	Flavorite Laboratories, Inc.
11T-776	DC	Fortran Traffic Systems, Inc.
5Q-51	DC	FORUM BIG SAND LAKE CO.
6Z-122	DC	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
1447265-2	DC	FRUITFUL BOUGH, INC.
O-800	DC	Fullerton Properties, Inc.
6F-260	DC	Future Dreams Inc.
1Y-621	DC	G. M. Stewart Lumber Company, Inc.
1972954-2	DC	G.Howard Inc.
7T-922	DC	G.J. Hartman Corporation
4U-578	DC	GALLERY PHYSICAL THERAPY CENTER, INC.
677845-2	DC	Gallop Technologies, Inc
6W-906	DC	GAME FINANCIAL CORPORATION
5W-606	DC	Gamestop, Inc.
12G-73	DC	GCM Xpress Inc.
8L-725	DC	GDM Software Inc
12J-945	DC	GE Osmonics, Inc.
1771163-3	DC	GEM Wellness Products & Services Inc.
12G-101	DC	Gemini Partners, Inc.
740072-3	DC	Gen-ID Lab Services, Inc
11D-407	DC	Geneon Entertainment (USA) Inc
7F-127	DC	GenOx Corporation
1725094-2	DC	Glenn Taylor & Associates, Inc.
740282-3	DC	gohman sales corporation
1W-224	DC	Granite City Ready Mix, Inc.
8S-396	DC	Grede-St. Cloud, Inc.
2E-483	DC	Green Giant International, Inc.
12C-372	DC	H & H Partners Inc.
582-AA	DC	H.D. HUDSON MANUFACTURING COMPANY
6T-578	DC	H/C, Inc.
1273-AA	DC	Hallett Construction Company
26719-AA	DC	Hanson Pipe & Products Minnesota, Inc.
1421150-5	DC	Hanson Pipe & Products Ohio, Inc.
X-625	DC	Hanson Structural Precast Midwest, Inc.
9S-281	DC	Harsco Minnesota Corporation
10B-108	DC	Harsco Technologies Corporation
8O-278	DC	Heartland Automotive Services, Inc.
4M-925	DC	Helix Energy Solutions Group, Inc.
6K-376	DC	HERZOG ENVIRONMENTAL, INC.
9W-414	DC	Hespeler Hockey Holding, Inc.
7V-633	DC	HFTA FOURTH CORPORATION
3O-278	DC	Hibbing Taconite Holding Inc.
2005515-2	DC	HILL TOP INN MOTEL, INC.
5A-371	DC	Hogenson Construction of North Dakota, Inc.
8L-150	DC	Home Savings Bancorp.
9S-759	DC	Hormel Financial Services Corporation
4J-397	DC	HOTLINE PRODUCTS, INC.

Charter#	Type	Business Name
4D-465	DC	Hubbard Broadcasting, Inc.
657581-2	DC	HWC, Inc.
10I-548	DC	Iceberg Acquisition, Inc.
4I-499	DC	In Home Health, Inc.
11F-711	DC	inergo corporation
8J-729	DC	Infrared Solutions, Inc.
4W-892	DC	Instantwhip-Minneapolis, Inc.
11U-394	DC	Institute For Complementary & Alternative Medicine
991713-2	DC	Insurance Intermediaries Inc.
9R-965	DC	Integra Telecom of Minnesota, Inc.
1265025-2	DC	Integrated Media Cooperative
1P-254	DC	International Electro Exchange Corporation
3672-AA	DC	Iowa Holding Company
12K-17	DC	Iron Berries Inc
7O-776	DC	Irresistible Ink, Inc.
S-467	DC	Island Inn Company
12J-515	DC	ISTATE TRUCK, INC.
7D-547	DC	J. Griffin & Associates, Inc.
12O-224	DC	Jennie-O Turkey Store International, Inc.
M-177	DC	Jennie-O Turkey Store, Inc.
1852321-2	DC	JOHN F. TORTI ARCHITECTURAL CORPORATION
1955897-2	DC	Jordan Motorworks Inc
1354665-2	DC	Kaboban Corporation
11T-778	DC	Katadyn North America, Inc.
3K-108	DC	KBL Cablesystems of Minneapolis, Inc.
3N-814	DC	KBL Cablesystems of the Southwest, Inc.
9M-882	DC	Kensington Cottages Corporation of America
8W-317	DC	Kenzercorp of Minnesota, Inc.
5E-483	DC	Keystone Retaining Wall Systems, Inc.
10J-164	DC	KIR Minnetonka 552, Inc.
8P-992	DC	KMF, Inc.
7E-119	DC	KMK DUNKA, INC.
1J-1103	DC	Knife River Corporation - North Central
3V-472	DC	Kost, Inc.
8B-20	DC	KRUSE PAVING, INC.
5M-183	DC	KSAX-TV, Inc.
1290234-2	DC	Lakes Chiropractic Clinic Inc.
6X-926	DC	Lallemand Specialties, Inc.
G-1125	DC	Lambert Transfer Company
11H-244	DC	Lancaster Laboratories, Inc.
5P-196	DC	Landmark Contract Management, Inc.
10B-719	DC	Landry's Seafood House - Minnesota, Inc.
1291161-2	DC	LastCallPos, Inc.
G-874	DC	LB Real Properties, Inc.
2031700-2	DC	Lehat Financial Corp.
12O-414	DC	Lettek Company
1T-927	DC	Life Uniform Company of Minnesota
1841736-2	DC	Lilbuddy Corporation
9C-610	DC	LION HYDRAULICS INC.
9R-928	DC	LISA MUELLER INC., INTERNATIONAL
2131851-2	DC	Lithia of Minnesota, Inc.
7N-301	DC	LONE STAR STEAKHOUSE & SALOON OF MINNESOTA, INC.
1N-929	DC	LSI Corporation of America, Inc.
10S-54	DC	Macquarie Office (US) No 2 Corporation
1197776-3	DC	Major League Merger Corporation
11P-436	DC	Marathon Dairy Investment Corp.
7X-781	DC	MARCUS NORTHSTAR, INC.
12M-265	DC	Mark David Real Estate Services Inc.
4B-346	DC	MARSHALLS OF RICHFIELD, MN., INC.
1364040-5	DC	McBee Systems Ohio, Inc.
6L-438	DC	McNeilus Companies, Inc.
6O-58	DC	McNeilus Financial Services, Inc.
1W-235	DC	McNeilus Truck and Manufacturing, Inc.
4T-936	DC	MEDALLION CABINETRY, INC.
7T-518	DC	Medallion Capital, Inc.
Z-288	DC	Medical Arts Press, Inc.
5Q-587	DC	Medtronic Asia, Ltd.
1U-997	DC	Medtronic Bio-Medicus, Inc.
5S-407	DC	Medtronic China, Ltd.
8U-248	DC	Medtronic International Technology, Inc.
6W-521	DC	Medtronic International Trading, Inc.
5S-919	DC	Medtronic Latin America, Inc.
1255969-4	DC	Medtronic Pacific Trading, Inc.
8H-898	DC	Medtronic Treasury International, Inc.
8H-900	DC	Medtronic Treasury Management, Inc.
4R-233	DC	Medtronic USA, Inc.
2N-808	DC	Medtronic World Trade Corporation
1R-17	DC	Meggitt Defense Systems Caswell, Inc.
8F-55	DC	METCO HOLDINGS, INCORPORATED
2219961-2	DC	MIC Holdings, Inc.
2125905-2	DC	Micro Craft Inc.
K-51	DC	Mid-Continent Lumber Dealers Supply, Inc.
2035792-5	DC	MidCountry Mortgage Investments, Inc.
1615174-2	DC	Midwest Comic Book Association Inc.
11X-211	DC	Midwest Dental, Inc.
1788189-4	DC	MIDWEST EQUITY CONSULTANTS, INC.
11M-148	DC	MIDWEST INSURANCE SALES, INC.
2D-1037	DC	Midwest of Cannon Falls, Inc.
D-688	DC	Miller & Holmes, Inc.
5I-827	DC	MINNEAPOLIS MOTEL ENTERPRISES, INC.
5U-486	DC	Minnesota Cable Properties, Inc.
1549183-2	DC	Minnesota Early Autism Project, Inc.
8A-412	DC	Minnesota Harbor Service, Inc.
8B-445	DC	Minnesota Lawn Maintenance, Inc.
1121867-2	DC	Minnesota Linked Bingo Inc.
2200615-2	DC	minnesota outboard corporation
12Q-166	DC	Minnesota Pallet Company, Inc.
7Q-43	DC	MINNESOTA PUBLISHERS, INC.
1972963-2	DC	Minnesota Specialty Finance, Inc.
30298-AA	DC	Minnesota, Dakota & Western Railway Company
E-998	DC	Mittal Steel USA-Ontario Iron Inc.
1Q-751	DC	MLT Inc.
2A-616	DC	Monarch Industries, Inc.
8E-997	DC	Morgan Stanley Credit Corporation of Minnesota
10-34	DC	Motel Sleepers, Inc.
11B-243	DC	MP&R Inc.
1H-1027	DC	Mueller Sales Corp.
550-AA	DC	MUTUAL SERVICE LIFE INSURANCE COMPANY
4Q-82	DC	National Benefit Resources, Inc.
7G-253	DC	National Surgical Assistants Association, Inc.
6U-553	DC	Navarre Biomedical, Ltd.
1364040-6	DC	NEBS Payroll Services, Inc.
2223110-2	DC	Nelson Financial Corporation
7V-309	DC	NEO Corporation
8Q-979	DC	NES MINNESOTA, INC.
1240937-2	DC	NETECHNICA Inc.

Charter#	Type	Business Name
11R-352	DC	NetPass Systems, Inc.
9J-11	DC	NetSelector, Inc.
6A-195	DC	Neve, Inc.
6T-474	DC	New Money Express, Inc.
7J-237	DC	New Perspective of Minnesota, Inc.
835119-10	DC	Newman Technology Partners, Inc.
9P-321	DC	Nighthawk Transport, Incorporated
2K-228	DC	Norstan Communications, Inc.
3I-1050	DC	Norstan Financial Services, Inc.
9P-189	DC	Norstan International, Inc.
X-1183	DC	Norstan, Inc.
5F-353	DC	Nortel Cable Corporation
952274-3	DC	NORTH AMERICAN TITLE COMPANY
2017288-4	DC	North Industrial Road Company
4L-861	DC	North Star Concrete Group, Inc.
2G-569	DC	North Star Ice, Inc.
7I-400	DC	Northern Healthcare, Inc.
6Y-78	DC	NORTHERN SUPPLY COMPANY, INC.
10-1169	DC	NORTHSTAR MATERIALS, INC.
A-517	DC	Northwest Airlines, Inc.
9A-646	DC	NovaCare Rehabilitation, Inc.
4F-1154	DC	NUGGET DRILLING CORPORATION
11W-853	DC	NutriVision, Inc.
7N-922	DC	Nuveen Arizona Premium Income Municipal Fund, Inc.
6U-587	DC	Nuveen California Investment Quality Municipal Fun
6O-119	DC	Nuveen California Municipal Market Opportunity Fun
5Q-274	DC	Nuveen California Municipal Value Fund, Inc.
6L-326	DC	Nuveen California Performance Plus Municipal Fund,
7C-755	DC	Nuveen California Quality Income Municipal Fund, I
6Z-691	DC	Nuveen California Select Quality Municipal Fund, I
7J-486	DC	Nuveen Insured California Premium Income Municipal
7R-176	DC	Nuveen Insured California Premium Income Municipal
7C-756	DC	Nuveen Insured Municipal Opportunity Fund, Inc.
7J-487	DC	Nuveen Insured New York Premium Income Municipal F
6V-328	DC	Nuveen Insured Quality Municipal Fund, Inc.
6O-120	DC	Nuveen Investment Quality Municipal Fund, Inc.
7N-323	DC	Nuveen Michigan Premium Income Municipal Fund, Inc
7C-757	DC	Nuveen Michigan Quality Income Municipal Fund, Inc
6L-992	DC	Nuveen Municipal Advantage Fund, Inc.
5V-912	DC	Nuveen Municipal Income Fund, Inc.
6O-121	DC	Nuveen Municipal Market Opportunity Fund, Inc.
5N-667	DC	Nuveen Municipal Value Fund, Inc.
6W-692	DC	Nuveen New Jersey Investment Quality Municipal Fun
7N-324	DC	Nuveen New Jersey Premium Income Municipal Fund, I
6U-586	DC	Nuveen New York Investment Quality Municipal Fund,
5Q-275	DC	Nuveen New York Municipal Value Fund, Inc.
6L-327	DC	Nuveen New York Performance Plus Municipal Fund, I
7C-759	DC	Nuveen New York Quality Income Municipal Fund, Inc
6Z-692	DC	Nuveen New York Select Quality Municipal Fund, Inc
7C-760	DC	Nuveen Ohio Quality Income Municipal Fund, Inc.
6H-429	DC	Nuveen Performance Plus Municipal Fund, Inc.
7F-170	DC	Nuveen Premier Insured Municipal Income Fund, Inc.
7C-761	DC	Nuveen Premier Municipal Income Fund, Inc.
7F-169	DC	Nuveen Premium Income Municipal Fund 2, Inc.
7R-170	DC	Nuveen Premium Income Municipal Fund 4, Inc.
5X-310	DC	Nuveen Premium Income Municipal Fund, Inc.
6X-691	DC	Nuveen Quality Income Municipal Fund, Inc.
6X-692	DC	Nuveen Select Quality Municipal Fund, Inc.
2I-607	DC	Octagon Risk Services, Inc.
2109202-2	DC	Olson Brothers Distributing, Inc.
11I-250	DC	Omni Workspace Company
6A-300	DC	On Time Delivery Service, Inc.
2L-874	DC	Ontario Eveleth Company
2L-800	DC	Ontario Hibbing Company
1196367-2	DC	Orlin Research, Inc.
7C-899	DC	ORR-SCHELEN-MAYERON & ASSOCIATES, INC.
3A-463	DC	Orrin Thompson Construction Company
4M-65	DC	ORRIN THOMPSON HOMES CORP.
10A-543	DC	Oshkosh/McNeilus Financial Services, Inc.
5M-893	DC	OTTER TAIL VALLEY RAILROAD COMPANY, INC.
1560402-2	DC	PAN-MOR INC.
8M-289	DC	Party America Franchising, Inc.
10C-6	DC	Parvest, Inc.
1527241-2	DC	Paul Bunyan Tools, Inc.
783516-2	DC	Paul Weitz DVM, PSC
9N-663	DC	Pen Rite Systems, Inc.
11G-919	DC	Pet Services of Minnesota, P.C.
5Y-266	DC	Peterson Demolition, Inc.
9W-503	DC	PhytoLabs, Inc.
5F-522	DC	Pickands Hibbing Corporation
4B-707	DC	Planmark, Inc.
924220-2	DC	Plantavit Cooperative
10T-31	DC	PlantFloor.com, Incorporated
6Q-17	DC	PLASMA COATINGS OF MN INC.
11T-304	DC	Platco Inc.
3S-750	DC	PP AP Printing, Inc.
1P-528	DC	Preferred Products, Inc.
4P-440	DC	PRIMEVEST Financial Services, Inc.
7P-410	DC	Prism Strategic Services, Inc.
1858660-2	DC	PRO HOME WORKS, INC.
O-1036	DC	Product Design & Engineering, Inc.
F-724	DC	Professional Services Group, Inc.
6D-240	DC	Protective Coatings Technology, Inc.
1943577-2	DC	Provident Waste Solutions, Inc.
12P-641	DC	ProviNet Corporation
7G-884	DC	PROXIMITY CONTROLS CORP.
8Q-375	DC	PTI Communications of Minnesota, Inc.
12Q-300	DC	Quantrell Cadillac, Inc.
10R-743	DC	Quartz Surface Supplies, Inc.
8C-826	DC	Rainforest Cafe, Inc.
10A-234	DC	RAY PETERSON CONSULTING, INC.
2B-463	DC	Re-Cy-Co, Inc.
COOP-3761	DC	Recreational Equipment, Inc.
9W-162	DC	RecruitUSA Inc.
9C-609	DC	RED LION INC.
4S-751	DC	Red Rock of Minnesota, Inc.
3I-1140	DC	Redmond Products, Inc.
11T-856	DC	Relativity Studio, Inc.
1256199-2	DC	Reliance Capital Corporation
3Z-1007	DC	ReliaStar Investment Research, Inc.
9V-572	DC	ReliaStar Payroll Agent, Inc.
10E-439	DC	REM ARROWHEAD, INC.
3Y-546	DC	REM Central Lakes, Inc.
2Q-574	DC	REM Consulting & Services, Inc.
6B-752	DC	REM Health, Inc.
2M-309	DC	REM Heartland, Inc.

Charter#	Type	Business Name
4V-196	DC	REM Hennepin, Inc.
9N-383	DC	REM Home Health, Inc.
6X-824	DC	REM Management, Inc.
9R-94	DC	REM Minnesota Community Services, Inc.
6W-354	DC	REM Minnesota, Inc.
9X-102	DC	REM North Star, Inc.
5O-246	DC	REM Ramsey, Inc.
6M-347	DC	REM River Bluffs, Inc.
4V-528	DC	REM South Central Services, Inc.
3R-467	DC	REM Southwest Services, Inc.
8I-635	DC	REM Woodvale, Inc.
3X-322	DC	REM, Inc.
10B-951	DC	Rice Farm Supply, Inc.
5G-671	DC	RIDGEDALE PRINTS PLUS, INC.
983954-3	DC	Right Click Technologies Incorporated
11Q-818	DC	Rise to Fame Inc.
1T-474	DC	Risk Planners, Inc.
4N-316	DC	Ritrama, Inc.
1468701-2	DC	Riza Technologies INC.
5S-987	DC	Rogers Benefit Group, Inc.
3N-166	DC	Rosco Manufacturing Company
Q-487	DC	Rosemount Inc.
Y-702	DC	Sanford Associates, Inc.
1467757-2	DC	SCC Holding Corporation
9O-920	DC	Schreiber Technologies, Inc.
12I-911	DC	Schwan's Global Consumer Brands, Inc.
12I-913	DC	Schwan's Global Food Service, Inc.
1253236-6	DC	Schwan's Global Home Service, Inc.
12L-841	DC	Schwan's Global Supply Chain, Inc.
12I-915	DC	Schwan's Research and Development, Inc.
12O-989	DC	Schwan's Sales Enterprises, Inc.
F-797	DC	Scott-Rice Telephone Co.
2I-166	DC	Sealy of Minnesota, Inc.
1623418-2	DC	Shebec Mobile Solutions Inc.
1532147-2	DC	Shivasai Global Technologies Inc
10S-379	DC	Shultz & Associates, Ltd.
2111638-2	DC	Sierra Vista Natural Foods Cooperative
980010-2	DC	Silestone & Marble Distribution Services West Coas
2183145-2	DC	SILVER STATE FINANCIAL SERVICES OF MINNESOTA, INC.
699372-3	DC	Simply Perches, Incorporated
8M-497	DC	Sine Qua Non, Incorporated
1449866-2	DC	Skippy Transportation inc
10Q-571	DC	Skyway Printing & Copying Inc.
4R-1173	DC	SMCA, Inc.
11E-992	DC	SoftLink Solutions, Inc.
6L-316	DC	Sontra Medical Corporation
10Z-560	DC	Sopheon Corporation
5Y-862	DC	Southern Minnesota Construction Company, Inc.
8S-770	DC	SOUTHERN MINNESOTA SHOPPERS, INC.
1836923-2	DC	Sportsman's Recipes, Inc.
5R-264	DC	Spruce Ridge, Inc.
1Z-594	DC	St. Cloud Surgical Center, Inc.
2189459-2	DC	STAMM & LARSON INCORPORATED
1C-445	DC	Stearns Inc.
1V-871	DC	Stevens Van Lines, Inc.
549-AA	DC	STOCKBRIDGE INSURANCE COMPANY
9Y-436	DC	Stone Suppliers, Inc.
12K-113	DC	Stone Systems & Services, Inc.
800473-4	DC	Stone Systems of the Bay Area, Inc.
V-645	DC	Straue Knitting Mills, Inc.
11E-827	DC	Street Eats Limited
789804-2	DC	Stringer Business Systems, Inc.
8C-377	DC	Sunnyside, Inc.
8K-515	DC	Sunrise Publications, Inc.
1196358-2	DC	Sunsoft Consulting Inc.
12A-487	DC	SuperShuttle of Minnesota, Inc.
2139622-2	DC	SUPERVALU India, Inc.
4X-214	DC	SUPERVALU Pharmacies, Inc.
2139622-3	DC	SUPERVALU Services USA, Inc.
7C-793	DC	Supervalu Transportation, Inc.
4G-227	DC	Surgicare of Minneapolis, Inc.
1369501-2	DC	Susan Meech, Inc.
1818187-2	DC	Swanson Property and Realty, Inc.
1121424-4	DC	Sweet Endeavor Inc.
26671-AA	DC	Syracuse Mining Company
1761626-4	DC	TAMARACK MATERIALS NORTHLAND, INC.
3W-799	DC	Tamarack Materials, Inc.
1461058-2	DC	TCF International Operations, Inc.
10G-141	DC	TCF Investments Management, Inc.
5Y-476	DC	TCI Cablevision of Minnesota, Inc.
1145272-2	DC	TCIC, INC.
12B-352	DC	Technology Savings Group, Inc.
2139230-2	DC	Templeton Funds Annuity Company
1B-182	DC	Temroc Metals, Inc.
5K-62	DC	Tescom Corporation
12A-420	DC	The Firebaugh Group, Inc.
4M-383	DC	The HoneyBaked Ham Company
11L-595	DC	The Kenna Group Corporation
4Q-68	DC	THE KOSKOVICH COMPANY, INC.
3F-333	DC	The Miller Publishing Company, Inc.
11P-181	DC	The News Room Inc.
10Q-468	DC	The Noodle Shop, Co. - Minnesota, Inc.
4W-1023	DC	THE PRESS OF OHIO, INC.
12I-912	DC	The Schwan Food Company
2Y-349	DC	The Sportsman's Guide, Inc.
1R-698	DC	The Waukon Corporation
5B-554	DC	ThorWorks Industries, Inc.
2118022-2	DC	Tig-Co, Inc.
11F-483	DC	Tigerquote.com Insurance Agency of Minnesota, Inc.
544080-2	DC	TMCK ASSOCIATES, INC.
560410-4	DC	Toll MN GP Corp.
1254089-2	DC	Total Care Pharmacy, Inc.
5N-591	DC	Total In-Store Merchandising Enterprises, Inc.
2N-1048	DC	Tower Systems, Inc.
1510327-2	DC	TPB, Inc.
11T-489	DC	TRANSAMERICA RETIREMENT MANAGEMENT, INC.
6D-697	DC	Transworld Network, Corp.
1C-955	DC	Triad Investments, Inc.
1889991-2	DC	Triple J C Inc.
1M-1074	DC	TTM Advanced Circuits, Inc.
9M-494	DC	Tutronics Corporation
1U-909	DC	U-Haul Co. of Minnesota
5M-225	DC	ULTRA PAC, INC.
5X-916	DC	ULTRA PURE SYSTEMS, INC.
2M-698	DC	United HealthCare Services, Inc.
1J-760	DC	United Steel Products Company, Inc.

Charter#	Type	Business Name
2X-615	DC	UnitedHealth Group Incorporated
5D-113	DC	VADEKO U.S.A. INC.
11F-226	DC	Valspar Credit Corporation
11N-582	DC	Valspar Sourcing, Inc.
6S-663	DC	Valu Ventures, Inc.
2T-24	DC	VAN BLOEM, INC.
2W-979	DC	Vans of Minnesota, Inc.
4K-74	DC	Varsity Spirit Fashions & Supplies, Inc.
1494519-2	DC	Venn Software Solutions Inc.
4Z-319	DC	Veolia ES Rolling Hills Landfill, Inc.
12A-804	DC	Veolia ES Vasko Rubbish Removal, Inc.
3I-535	DC	Veolia ES Vasko Solid Waste, Inc.
1792666-2	DC	Verista Imaging, Inc.
4P-346	DC	Verso Technologies, Inc.
6W-662	DC	VHG, INC.
11D-555	DC	Vibes Technologies, Inc.
1296728-2	DC	Video Chat Systems Inc.
2I-1138	DC	Viking Materials, Inc.
7L-758	DC	Voyageur Disposal Processing, Inc.
10G-623	DC	W.J. Clark & Company, Inc.
9W-498	DC	Wasatch Funds, Inc.
1W-613	DC	Waste Management of Minnesota, Inc.
141-AA	DC	Waterous Company
11J-634	DC	Watershed Gutters, Inc.
5A-256	DC	WAYZATA PHYSICAL THERAPY CENTER, INC.
3W-975	DC	Web.com, Inc.
3X-954	DC	West Materials, Inc.
6D-86	DC	West Suburban Health Partners, Inc.
1644466-2	DC	Widell Real Estate Properties Inc.
3T-26	DC	Willis of Minnesota, Inc.
2-AA	DC	Wilton Reassurance Company
I-553	DC	Woodlake Sanitary Service,Inc.
4T-750	DC	Wound Care Centers, Inc.
10T-54	DC	WriteWright, Inc.
11L-545	DC	WRS Inc.
9U-946	DC	XPERTECH SOLUTIONS INC.
1996011-2	DC	Zimmerman Adjusting Inc.

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
APR 10 2007 RM
Mark Ritchie
Secretary of State

O-1036 DC-CN, RO

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MINNESOTA SECRETARY OF STATE

AMENDMENT OF ARTICLES OF INCORPORATION

READ INSTRUCTIONS LISTED BELOW, BEFORE COMPLETING THIS FORM.

1. Type or print in black ink.
2. There is a $35.00 fee payable to the Secretary of State for filing this "Amendment of Articles of Incorporation".
3. Return Completed Amendment Form and Fee to the address listed on the bottom of the form.

CORPORATE NAME: (List the name of the company prior to any desired name change)

Product Design & Engineering, Inc.

This amendment is effective on the day it is filed with the Secretary of State, unless you indicate another date, no later than 30 days after filing with the Secretary of State.

August 1, 2007
Format (mm/dd/yyyy)

The following amendment(s) to articles regulating the above corporation were adopted: (Insert full text of newly amended article(s) indicating which article(s) is (are) being amended or added.) If the full text of the amendment will not fit in the space provided, attach additional numbered pages. (Total number of pages including this form ____.)

ARTICLE I

The name of the corporation is: Rexam Product Design & Engineering Inc.

The address of its registered office in the State of Minnesota is 590 Park Street, Suite 6, St. Paul, Minnesota 55103. The name of its registered agent at such address is: National Registered Agents, Inc.

This amendment has been approved pursuant to *Minnesota Statutes chapter 302A or 317A*. I certify that I am authorized to execute this amendment and I further certify that I understand that by signing this amendment, I am subject to the penalties of perjury as set forth in section 609.48 as if I had signed this amendment under oath.

Lisa R. Hopkins
(Signature of Authorized Person)

Name and telephone number of contact person: Peggy Harrington (704) 551-1535
Please print legibly

If you have any questions please contact the Secretary of State's office at (651)296-2803.

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
JUL 20 2007
Mark Ritchie
Secretary of State

RETURN TO: Secretary of State, Business Services Division
180 State Office Bldg., 100 Rev. Dr. Martin Luther King Jr. Blvd
St. Paul, MN 55155-1299, (651)296-2803

Make Check Payable to the "Secretary of State". Your cancelled Check is your receipt.

All of the information on this form is public and required in order to process this filing. Failure to provide the requested information will prevent the Office from approving or further processing this filing.

The Secretary of State's Office does not discriminate on the basis of race, creed, color, sex, sexual orientation, national origin, age, marital status, disability, religion, reliance on public assistance, or political opinions or affiliations in employment or the provision of services. This document can be made available in alternative formats, such as large print, Braille or audio tape, by calling (651)296-2803/Voice. For TTY communication, contact the Minnesota Relay Sevice at 1-800-627- 3529 and ask them to place a call to (651)296-2803.

Just Rev. 3-03

Office of the Minnesota Secretary of State

Notice of Change of Registered Office/Registered Agent

Minnesota Statutes, 5.36

ORGANIZATION NAME: **Rexam Product Design & Engineering, Inc.**

REGISTERED OFFICE OR AGENT CHANGES:

Name	Address:
National Registered Agents, Inc.	**100 South 5th Street, Suite 1075 Mpls MN 55402**

If the business entity has changed their agent or the registered office address, this change was authorized by a resolution approved by the affirmative vote of a majority of the governing body of the business entity as required by Section 5.36, Subd. 3. If the agent has changed their name or their address, then a copy of the change has been sent to the business entity or their legal representative as required by Section 5.36, Subd. 5. In compliance with Section 5.36, the address of the registered office and the address of the business office of the registered agent(s) are identical.

By typing my name, I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

SIGNED BY: **Kathleen Fritz**

EMAIL FOR OFFICIAL NOTICES:

None Provided

Agricultural Status: Does this entity own, lease or have any financial interest in agricultural land or land capable of being farmed? **N\A**

Work Item 661430528903
Original File Number O-1036

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
03/19/2013 11:59 PM

Mark Ritchie

Mark Ritchie
Secretary of State

0-1036 DC Bus name Reg Office address Agent

76562540003

ARTICLES OF AMENDMENT
TO
CERTIFICATE OF INCORPORATION
OF
REXAM PRODUCT DESIGN AND ENGINEERING INC.

(Pursuant to Section 139 of the Minnesota Business Corporation Act)

Rexam Product Design and Engineering Inc., a corporation duly organized and existing under the Delaware Minnesota Business Corporation Act (the "Corporation"), does hereby certify that:

1. The Certificate of Incorporation of the Corporation is hereby amended by deleting Article FIRST and inserting the following in lieu thereof:

> "FIRST: The name of the Corporation is BPRex Product Design and Engineering Inc."

2. The Certificate of Incorporation of the Corporation is hereby amended by deleting Article SECOND and inserting the following in lieu thereof:

> "SECOND: Its Registered Office in the State of Minnesota is to be located in the City of St. Paul, County of Ramsey, and the name and address of its registered agent is c/o National Registered Agents, Inc., Capitol Professional Building, 590 Park Street, Suite 6, in St. Paul, Minnesota, 55103."

3. The foregoing amendment was duly adopted in accordance with the provisions of Section 139 of the Minnesota Business Corporation Act.

(Signature page follows)

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be executed by its duly authorized officer on this 11th day of June, 2014.

REXAM PRODUCT DESIGN AND ENGINEERING INC.

By: _____
Name: Mark W. Miles
Title: Executive Vice President, Chief Financial Officer and Treasurer

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

JUN 13 2014

Mark Ritchie
Secretary of State

[Signature Page – Name Change (Rexam Product Design and Engineering Inc.)]

AMENDED AND RESTATED BY-LAWS

OF

BPREX PRODUCT DESIGN AND ENGINEERING INC.

(A MINNESOTA CORPORATION)

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office of BPRex Product Design and Engineering Inc. (the "Corporation") in the State of Minnesota shall be at Capitol Professional Building, 590 Park Street, Suite 6, St. Paul, Minnesota 55103, Ramsey County, and the registered agent in charge thereof shall be National Registered Agents, Inc.

Section 1.2 Other Offices. The Corporation may have other offices, either within or without the State of Minnesota, at such place or places as the Board of Directors may from time to time select or the business of the Corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 2.1 Annual Meetings. The annual meeting of the stockholders of the Corporation for the election of directors and such other business as may be stated in the notice of the meeting shall be held at such place, either within or without the State of Minnesota, on such date and at such time as shall from time to time be fixed by the Board of Directors. At the annual meeting, the stockholders shall elect a Board of Directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the stockholders of the Corporation for any purpose or purposes may be called by the Chief Executive Officer or the Secretary or by resolution of the Board of Directors.

Section 2.3 Voting. Each stockholder entitled to vote in accordance with the terms of the Certificate of Incorporation and these By-Laws may vote in person or by proxy, but no proxy shall be voted after three years from its date unless such proxy provides for a longer period. All elections for directors shall be decided by plurality vote; all other questions shall be decided by majority vote, in each case except as otherwise provided in the Certificate of Incorporation or the laws of the State of Minnesota.

A complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, with the address of each and the number of shares held by each, shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least ten days prior to the meeting (a) on a reasonably accessible electronic network, provided

that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the Corporation. The list shall also be produced and kept at the time and place of the meeting and may be inspected by any stockholder who is entitled to be present.

Section 2.4 Quorum. Except as otherwise required by law, the Certificate of Incorporation or these By-Laws, the presence, in person or by proxy, of stockholders holding shares constituting a majority of the voting power of the Corporation shall constitute a quorum at all meetings of the stockholders. In case a quorum shall not be present at any meeting, a majority in interest of the stockholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of stock entitled to vote shall be present. At any such adjourned meeting at which the requisite amount of stock entitled to vote shall be represented, any business may be transacted that might have been transacted at the meeting as originally noticed, but only those stockholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof.

Section 2.5 Notice of Meetings. Written notice, stating the place, date and time of the meeting and the business to be considered, shall be given to each stockholder entitled to vote thereat, at his or her address as it appears on the records of the Corporation, not less than ten nor more than sixty days before the date of the meeting.

Section 2.6 Action by Written Consent. Any action required or permitted to be taken at any meeting of stockholders may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

ARTICLE III
BOARD OF DIRECTORS

Section 3.1 General Powers. The business and affairs of the Corporation shall be managed under the direction of its Board of Directors.

Section 3.2 Number and Election. The Board of Directors shall initially consist of three directors, but this number may be from time to time increased or decreased by the Board of Directors or by the stockholders, but in no case shall the number be less than one. Directors shall hold office until their resignation, removal, retirement, death, disqualification, or until their successor is elected and has qualified. A director need not be a stockholder.

Section 3.3 Vacancies. Any vacancy occurring on the Board of Directors, including a vacancy resulting from an increase in the number of directors, may be filled by action of the stockholders or by the affirmative vote of a majority of the remaining directors though such majority be less than a quorum of the Board of Directors.

Section 3.4 Regular Meetings. The Board of Directors may hold a regular meeting at such time and place as the Board may from time to time determine. Regular meetings may be held without notice.

Section 3.5 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chief Executive Officer, the Secretary or any director. Notice of the time and place of each special meeting shall be given orally or in writing to each director in advance of the meeting. Any director may waive notice of any meeting, and attendance at or participation in any meeting shall constitute a waiver of notice of such meeting unless the director objects at the beginning of the meeting, or promptly upon arrival, to holding it or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.6 Quorum. A majority of the number of directors determined under these By-Laws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum is not present, a majority of those in attendance may adjourn the meeting from time to time until a quorum is obtained. The vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the Certificate of Incorporation or these By-Laws shall require the vote of a greater number.

Section 3.7 Removal and Resignations. Except as provided in the Certificate of Incorporation or by the laws of the State of Minnesota, any director may be removed either for or without cause at any time by the affirmative vote of the holders of a majority of the voting power entitled to vote for the election of directors, at an annual meeting or a special meeting called for the purpose. Any director may resign at any time; such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by an officer of the Corporation. The acceptance of a resignation shall not be necessary to make it effective.

Section 3.8 Action by Written Consent. Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors.

ARTICLE IV
COMMITTEES

Section 4.1 Membership. Except for those duties which by law or regulation must be performed by at least a majority of the full Board of Directors, the performance of such duties as the Board deems appropriate may be assigned to one or more committees. Each committee shall have the authority of the Board to the full extent provided in these By-Laws or as otherwise determined by the Board. Except as otherwise provided in these By-Laws,

membership of each committee shall be established from time to time by the Board of Directors. All members of committees shall serve at the pleasure of the Board of Directors.

Section 4.2 Notice. Unless a committee shall provide otherwise, it shall not be necessary to give notice of any of its regular meetings. Special meetings of a committee may be called by or at the request of the chairman of the committee or in such manner as provided in these By-Laws for calling special meetings of the Board of Directors.

Section 4.3 Action by Written Consent. Any action that may be taken at a meeting of a committee of the Board of Directors may also be taken without a meeting in accordance with the procedures applicable to actions taken by the full Board of Directors.

ARTICLE V
OFFICERS

Section 5.1 Officers. The officers of the Corporation may include a Chief Executive Officer, a Chief Financial Officer, a Secretary, a Treasurer, one or more Executive Vice Presidents, one or more Vice Presidents and such other officers as may be appointed, from time to time, by the Board of Directors. Additionally, the Chief Executive Officer shall have the power to appoint and to delegate the power to appoint such officers as the Chief Executive Officer may deem appropriate.

Section 5.2 Term. Each officer of the Corporation shall serve at the pleasure of the Board of Directors, and the Board of Directors may remove any officer at any time with or without cause. Any officer, if appointed by a committee of the Board of Directors or by another officer of the Corporation, may likewise be removed by such committee or an officer of the Corporation.

Section 5.3 Authority and Duties. All officers of the Corporation shall have such authority and perform such duties in the management of the property and affairs of the Corporation as generally pertain to their respective offices, as well as such authority and duties as may be determined by the Board of Directors, a committee of the Board of Directors or the Chief Executive Officer.

Section 5.4 Employees Other Than Officers. Subject to the authority of the Board of Directors, a committee of the Board of Directors, the Chief Executive Officer or any officer authorized by a committee of the Board of Directors or the Chief Executive Officer may employ such agents and employees other than officers as such committee or officer may deem advisable for the prompt and orderly transaction of the business of the Corporation, define their duties, fix their compensation and dismiss them.

ARTICLE VI
CERTIFICATES FOR SHARES AND THEIR TRANSFER

Section 6.1 Form and Signatures. Shares of the Corporation may but need not be represented by certificates. Any certificates evidencing shares of the Corporation shall be signed

by (a) the Chief Executive Officer or an Executive Vice President and (b) the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, or any other officers authorized by a resolution of the Board of Directors, and may but need not be sealed by the seal of the Corporation or a facsimile thereof. The signatures of the officers upon a certificate may be facsimiles.

Section 6.2 Lost Certificates. A new certificate of stock may be issued in the place of any certificate theretofore issued by the Corporation, alleged to have been lost or destroyed, and the Board of Directors may, in its discretion, require the owner of the lost or destroyed certificate, or such owner's legal representatives, to give the Corporation a bond, in such sum as they may direct, not exceeding double the value of the stock, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss of any such certificate, or the issuance of any such new certificate.

Section 6.3 Transfer of Shares. Assignment or transfer of shares of the Corporation shall be made only on the books of the Corporation, and any assignment or transfer shall be made at the direction of the holder of record thereof or by the legal representative of the holder of record.

ARTICLE VII
INDEMNIFICATION

Section 7.1 Indemnification, Mandatory Advancement of Expenses and Contract Rights.

(a) Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she or a person of whom he or she is the legal representative is or was, at any time during which these By-Laws are in effect (whether or not such person continues to serve in such capacity at the time any indemnification or payment of expenses pursuant hereto is sought or at the time any proceeding relating thereto exists or is brought), a director or officer of the Corporation or is or was at any such time serving at the request of the Corporation as a director, officer, trustee, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans maintained or sponsored by the Corporation (hereinafter, an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, trustee, employee or agent or in any other capacity while serving as a director, officer, trustee, employee or agent, shall be (and shall be deemed to have a contractual right to be) indemnified and held harmless by the Corporation (and any successor of the Corporation by merger or otherwise) to the fullest extent authorized by the DGCL as the same exists or may hereafter be amended or modified from time to time (but, in the case of any such amendment or modification, only to the extent that such amendment or modification permits the Corporation to provide greater indemnification rights than said law permitted the Corporation to provide prior to such amendment or modification), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director,

officer, trustee, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 7.2(a) of this Article VII, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors. The right to indemnification conferred in this Article VII shall include the right, without the need for any action by the Board of Directors, to be paid by the Corporation (and any successor of the Corporation by merger or otherwise) the expenses incurred in defending any such proceeding in advance of its final disposition, such advances to be paid by the Corporation within twenty (20) days after the receipt by the Corporation of a statement or statements from the claimant requesting such advance or advances from time to time; provided, however, that if the DGCL requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter, the "undertaking") by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right of appeal (a "final disposition") that such director or officer is not entitled to be indemnified for such expenses under this Article VII or otherwise. The rights conferred upon indemnitees in this Article VII shall be contract rights between the Corporation and each indemnitee to whom such rights are extended that vest at the commencement of such person's service to or at the request of the Corporation and all such rights shall continue as to an indemnitee who has ceased to be a director or officer of the Corporation or ceased to serve at the Corporation's request as a director, officer, trustee, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, as described herein, and shall inure to the benefit of the indemnitee's heirs, executors and administrators.

(b) To obtain indemnification under this Article VII, a claimant shall submit to the Corporation a written request, including therein or therewith such documentation and information as is reasonably available to the claimant and is reasonably necessary to determine whether and to what extent the claimant is entitled to indemnification. Upon written request by a claimant for indemnification pursuant to the first sentence of this paragraph (b), a determination, if required by applicable law, with respect to the claimant's entitlement thereto shall be made as follows: (i) if requested by the claimant, by Independent Counsel (as hereinafter defined), or (ii) if no request is made by the claimant for a determination by Independent Counsel, (A) by the Board of Directors by a majority vote of a quorum consisting of Disinterested Directors (as hereinafter defined), (B) if a quorum of the Board consisting of Disinterested Directors is not obtainable or, even if obtainable, such quorum of Disinterested Directors so directs, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to the claimant, or (C) if a quorum of Disinterested Directors so directs, by a majority of the stockholders of the Corporation. In the event the determination of entitlement to indemnification is to be made by Independent Counsel, the Independent Counsel shall be selected by the Board. If it is so determined that the claimant is entitled to indemnification, payment to the claimant shall be made within ten (10) days after such determination.

Section 7.2 Claims.

(a) If a claim under paragraph (a) of Section 7.1 of this Article VII is not paid in full by the Corporation within thirty (30) days after a written claim pursuant to paragraph (b) of Section 7.1 of this Article VII has been received by the Corporation (except in the case of a claim for advancement of expenses, for which the applicable period is twenty (20) days), the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action that the claimant has not met the standard of conduct which makes it permissible under the DGCL for the Corporation to indemnify the claimant for the amount claimed or that the claimant is not entitled to the requested advancement of expenses, but (except where the required undertaking, if any, has not been tendered to the Corporation) the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, Independent Counsel or stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board of Directors, Independent Counsel or stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(b) If a determination shall have been made pursuant to paragraph (b) of Section 7.1 of this Article VII that the claimant is entitled to indemnification, the Corporation shall be bound by such determination in any judicial proceeding commenced pursuant to paragraph (a) of this Section 7.2.

(c) The Corporation shall be precluded from asserting in any judicial proceeding commenced pursuant to paragraph (a) of this Section 7.2 that the procedures and presumptions of this Article VII are not valid, binding and enforceable and shall stipulate in such proceeding that the Corporation is bound by all the provisions of this Article VII.

Section 7.3 Non-Exclusivity of Rights; Amendment and Repeal. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VII: (i) shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation or these By-Laws, agreement, vote of stockholders or Disinterested Directors or otherwise and (ii) cannot be terminated by the Corporation, the Board of Directors or the stockholders of the Corporation with respect to a person's service prior to the date of such termination. Any amendment, modification, alteration or repeal of this Article VII that in any way diminishes, limits, restricts, adversely affects or eliminates any right of an indemnitee or his or her successors to indemnification, advancement of expenses or otherwise shall be prospective only and shall not, without the written consent of the indemnitee, in any way diminish, limit, restrict, adversely affect or eliminate any such right with respect to any actual or alleged state of facts, occurrence, action or omission then or previously existing, or any action, suit or proceeding previously or thereafter brought or threatened based in whole or in part upon any such actual or alleged state of facts, occurrence, action or omission.

Section 7.4 Insurance, Other Indemnification and Advancement of Expenses.

(a) The Corporation may maintain insurance, at its expense, to protect itself and any current or former director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL. To the extent that the Corporation maintains any policy or policies providing such insurance, each such current or former director or officer, and each such agent or employee to which rights to indemnification have been granted as provided in paragraph (b) of this Section 7.4, shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage thereunder for any such current or former director, officer, employee or agent.

(b) The Corporation may, to the extent authorized from time to time by the Board of Directors or the Chief Executive Officer, grant rights to indemnification, and rights to be paid by the Corporation the expenses incurred in connection with any proceeding in advance of its final disposition, to any current or former employee or agent of the Corporation to the fullest extent of the provisions of this Article VII with respect to the indemnification and advancement of expenses of current or former directors and officers of the Corporation.

Section 7.5 Severability. If any provision or provisions of this Article VII shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (i) the validity, legality and enforceability of the remaining provisions of this Article VII (including, without limitation, each portion of any paragraph of this Article VII containing any such provision held to be invalid, illegal or unenforceable, that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and (ii) to the fullest extent possible, the provisions of this Article VII (including, without limitation, each such portion of any paragraph of this Article VII containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

Section 7.6 Definitions. For purposes of this Article VII:

(i) "Disinterested Director" means a director of the Corporation who is not and was not a party to the matter in respect of which indemnification is sought by the claimant.

(ii) "Independent Counsel" means a law firm, a member of a law firm, or an independent practitioner, that is experienced in matters of corporate law and shall include any person who, under the applicable standards of professional conduct then prevailing, would not have a conflict of interest in representing either the Corporation or the claimant in an action to determine the claimant's rights under this Article VII.

Section 7.7 Notices. Any notice, request or other communication required or permitted to be given to the Corporation under this Article VII shall be in writing and either delivered in person or sent by telecopy, telex, telegram, overnight mail or courier service, or certified or registered mail, postage prepaid, return receipt requested, to the Secretary of the Corporation and shall be effective only upon receipt by the Secretary.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.1 Execution of Instruments. All agreements, indentures, mortgages, deeds, conveyances, transfers, contracts, checks, notes, drafts, loan documents, letters of credit, guarantees, master agreements, swap agreements, security and pledge agreements, guarantees of signatures, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, powers of attorney, and other instruments or documents may be signed, executed, acknowledged, verified, attested, delivered or accepted on behalf of the Corporation by the Chief Executive Officer, any Executive Vice President, any Vice President or any individual who is listed on the personnel records of the Corporation in a position equal to any of the aforementioned officer positions, or such other officers, employees or agents as the Board of Directors or any of such designated officers or individuals may direct. The provisions of this Section 7.1 are supplementary to any other provision of these By-Laws and shall not be construed to authorize execution of instruments otherwise dictated by law.

Section 8.2 Shares of Other Corporations. The Chief Executive Officer, any Executive Vice President, Vice President, Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, or such other officers, employees or agents as the Board of Directors or such designated officers may direct, are authorized to vote, represent and exercise on behalf of the Corporation all rights incident to any and all shares of any other corporations or associations standing in the name of the Corporation. The authority herein granted to said individual to vote or represent on behalf of the Corporation any and all shares held by the Corporation in any other corporations or associations may be exercised either by the individual in person or by any duly executed proxy or power of attorney.

Section 8.3 Seal. Any Secretary, Assistant Secretary or person authorized to execute instruments in accordance with Section 6.1 shall have the authority to affix any corporate seal, or a facsimile thereof, to any document requiring a seal and to attest the same. Affixing the seal is not necessary to make the execution of any document effective or binding.

Section 8.4 Electronic Meetings. Subject to the requirements of these By-Laws or the Certificate of Incorporation, stockholders, members of the Board of Directors or members of any committee of the Board of Directors may participate in and hold meetings by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear or otherwise communicate with each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 8.5 Fiscal Year. The fiscal year of the Corporation shall be determined by the Board of Directors.

Section 8.6 Amendments. These By-Laws may be altered, amended or repealed, and new By-Laws may be adopted, by the Board of Directors or by the stockholders.

CERTIFICATE OF INCORPORATION

OF

DOUGHERTY BROTHERS COMPANY PUERTO RICO, INC.

* * * * *

FILED

FEB 23 1984

JANE BURGIO
Secretary of State

To: The Secretary of State
State of New Jersey

THE UNDERSIGNED, of the age of eighteen years or over, for the purpose of forming a corporation pursuant to the provisions of Title 14A, Corporations, General, of the New Jersey Statutes, do hereby execute the following Certificate of Incorporation:

FIRST: The name of the corporation is

DOUGHERTY BROTHERS COMPANY PUERTO RICO, INC.

SECOND: The purpose or purposes for which the corporation is organized are:

To engage in any activity within the lawful business purposes for which corporations may be organized under the New Jersey Business Corporation Act, and to engage in the manufacture and sale of glass, plastics and other types of products and all matters relating thereto or in connection therewith.

THIRD: The aggregate number of shares which the corporation shall have authority to issue is One Thousand (1,000) of the par value of One Dollar ($1.00) each.

FOURTH: The address of the corporation's initial registered office is Tuckahoe Road and Pine Street, P. O. Box 57, Buena, New Jersey 08310, and the name of the corporation's initial registered agent at such address is William B. Haack.

0100219049

FIFTH: The number of directors constituting the initial board of directors shall be Three (3); and the names and addresses of the directors are as follows:

NAMES	ADDRESSES
John F. Dougherty, Jr.	Tuckahoe Road and Pine Street P. O. Box 57 Buena, New Jersey 08310
William B. Haack	Tuckahoe Road and Pine Street P. O. Box 57 Buena, New Jersey 08310
Robert L. Goldthwaith	Tuckahoe Road and Pine Street P. O. Box 57 Buena, New Jersey 08310

SIXTH: The names and addresses of the incorporators are as follows:

NAMES	ADDRESSES
B. J. Verdon	123 South Broad Street Philadelphia, PA 19109
Timothy F. O'Connell	123 South Broad Street Philadelphia, PA 19109
John McDevitt	123 South Broad Street Philadelphia, PA 19109

SEVENTH: The duration of the corporation shall be for a term of perpetual years.

IN WITNESS WHEREOF, we, the incorporators of the above named corporation, have hereunto signed this Certificate of Incorporation on the 9th day of February, 1984.

B. J. Verdon

Timothy F. O'Connell

John McDevitt

00000 0904

CONSENT TO USE OF NAME

DOUGHERTY BROTHERS COMPANY, a corporation organized under the laws of the State of NEW JERSEY, hereby consents to the organization~~qualification~~ of DOUGHERTY BROTHERS COMPANY PUERTO RICO, INC. in the State of New Jersey.

IN WITNESS WHEREOF, the said DOUGHERTY BROTHERS COMPANY has caused this consent to be executed by its Vice president and attested under its corporate seal by its _____ secretary, this 17th day of February 1984.

DOUGHERTY BROTHERS COMPANY

By William B. Haack
William B. Haack Vice President

Attest:

Marie Bayuk
Marie Bayuk Secretary

(SEAL)

(GENERAL - 500 - 3/21/83)

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

BPREX SPECIALTY PRODUCTS PUERTO RICO INC.

I, the Treasurer of the State of New Jersey, do hereby certify, that the above named business did file and record in this department the below listed document(s) and that the foregoing is a true copy of the Certificate of Inorporation as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 14th day of May, 2015

Andrew P Sidamon-Eristoff
State Treasurer

Certificate Number: 136287221

Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
CERTIFICATE RELATIVE TO CORPORATE FILING

BPREX SPECIALTY PRODUCTS PUERTO RICO INC.

I, the Treasurer of the State of New Jersey, do hereby certify that the above named business did on September 26, 1988, file and record in this department a certificate of Name Change as by the statutes of this state required.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 14th day of May, 2015

Andrew P Sidamon-Eristoff
State Treasurer

Certificate Number: 136287108

Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

CERTIFICATE OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT, OR BOTH

(FOR USE BY DOMESTIC AND FOREIGN, PROFIT AND NON-PROFIT CORPORATIONS)

CORPORATION NAME Owens-Illinois Specialty Products Puerto Rico, Inc.

STATE OF ORIGINAL INCORPORATION New Jersey

IMPORTANT—INCLUDE INFORMATION ON BOTH THE PRIOR AND NEW AGENT

PRIOR AGENT NAME: William B. Haack	NEW AGENT NAME: THE CORPORATION TRUST COMPANY
PRIOR AGENT STREET ADDRESS: Tuckahoe Rd. & Pine Street P.O. Box 57	NEW AGENT STREET ADDRESS: 28 WEST STATE STREET
CITY: Buena STATE: NJ ZIP: 08310	CITY: TRENTON STATE: N.J. ZIP: 08608

The corporation states that the address of its new registered office and the address of its new registered agent are identical. Further, the changes designated on this form were authorized by resolution duly adopted by its board of directors or members.

By David C. Buchanan (Signature of Officer) Title Vice President (Print or Type)

Date 5/15/91

NOTE—This form must be executed by the chairman of the board, or the president, or vice president of the corporation.

FEES: Change of Agent Name—$10.00
Change of Agent Address—$10.00
Change of Both—$10.00

MAIL TO: Secretary of State
Change of Agent Unit
State House, CN 300
Trenton, NJ 08625

MAKE CHECKS PAYABLE TO THE SECRETARY OF STATE (NO CASH PLEASE) Cga, Cgo

IMPORTANT NOTICE

The failure of the corporation to notify the Secretary of State of a change in the registered agent or registered office will result in a penalty of $200.00 and the entering of a docketed judgment against the corporation in the Superior Court of New Jersey.

(N. J. - 2001 - 8/20/84) 0100219049

C-104G

FOR OFFICIAL USE ONLY

FILED

MAY 22 1991

JOAN HABERLE
Secretary of State

0 697697

Rev. 10/1/83

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

BPREX SPECIALTY PRODUCTS PUERTO RICO INC.

I, the Treasurer of the State of New Jersey, do hereby certify, that the above named business did file and record in this department the below listed document(s) and that the foregoing is a true copy of the Certificate of Change of Agent or Office as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 14th day of May, 2015

Andrew P Sidamon-Eristoff
State Treasurer

Certificate Number: 136287269

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

C-102A Rev 12/93

CGN

FILED
JUL 20 2007
STATE TREASURER
0100219049

New Jersey Division of Revenue

Certificate of Amendment to the Certificate of Incorporation
(For Use by Domestic Profit Corporations)

Pursuant to the provisions of Section 14A:9-2 (4) and Section 14A:9-4 (3), Corporations, General, of the New Jersey Statutes, the undersigned corporation executes the following Certificate of Amendment to its Certificate of Incorporation:

1. The name of the corporation is:

Owens-Illinois Specialty Products Puerto Rico,Inc.

2. The following amendment to the Certificate of Incorporation was approved by the directors and thereafter duly adopted by the shareholders of the corporation on the 19th day of July , 20 07

Resolved, that Article 1st & 4th of the Certificate of Incorporation be amended to read as follows:

First: The name of the corporation is: Rexam Specialty Products Puerto Rico Inc.

and

Fourth: The Registered Agent Name is National Registered Agents, Inc. of NJ and the Registered Office address is 100 Canal Pointe Blvd., Suite 108, Princeton, NJ 08540.

3. The number of shares outstanding at the time of the adoption of the amendment was: 100

The total number of shares entitled to vote thereon was: 100

If the shares of any class or series of shares are entitled to vote thereon as a class, set forth below the designation and number of outstanding shares entitled to vote thereon of each such class or series. (Omit if not applicable).

4. The number of shares voting for and against such amendment is as follows: (If the shares of any class or series are entitled to vote as a class, set forth the number of shares of each such class and series voting for and against the amendment, respectively).

Number of Shares Voting for Amendment	Number of Shares Voting Against Amendment
100	0

5. If the amendment provides for an exchange, reclassification or cancellation of issued shares, set forth a statement of the manner in which the same shall be effected. (Omit if not applicable).

6. Other provisions: (Omit if not applicable).

The effective date of this amendment shall be August 1, 2007.

BY: Luisa R. Hysko
(Signature)

Dated this 19th day of July , 2007

Luisa R. Hysko
Vice President

May be executed by the Chairman of the Board, or the President, or a Vice President of the Corporation.

S187103
J3504413

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

BPREX SPECIALTY PRODUCTS PUERTO RICO INC.

I, the Treasurer of the State of New Jersey, do hereby certify, that the above named business did file and record in this department the below listed document(s) and that the foregoing is a true copy of the Certificate of Name Change as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 14th day of May, 2015

Andrew P Sidamon-Eristoff
State Treasurer

Certificate Number: 136287245

Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

CGN

FILED

JUN 13 2014

STATE TREASURER

0100219049

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF INCORPORATION
OF
REXAM SPECIALTY PRODUCTS PUERTO RICO INC.

(Pursuant to Section 14A:9-2(4) and Section 14A:9-4(3) of the New Jersey Statutes)

Rexam Specialty Products Puerto Rico Inc., a corporation duly organized and existing under Corporations, General, of the New Jersey Statutes of the State of New Jersey (the "Corporation"), does hereby certify that:

1. The Certificate of Incorporation of the Corporation is hereby amended by deleting Article FIRST and inserting the following in lieu thereof:

> "FIRST: The name of the Corporation is BPRex Specialty Products Puerto Rico Inc."

2. The Certificate of Incorporation of the Corporation is hereby amended by deleting Article SECOND and inserting the following in lieu thereof:

> "SECOND: Its Registered Office in the State of New Jersey is to be located in the City of Princeton, County of Mercer, and the name and address of its registered agent is c/o National Registered Agents, Inc., 100 Canal Pointe Boulevard, in Princeton, New Jersey, 08540."

3. The foregoing amendment was duly adopted in accordance with the provisions of Section 14A:5-6, Corporations, General, of the New Jersey Statutes of the State of New Jersey.

(Signature page follows)

$260316
$460778

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be executed by its duly authorized officer on this 11th day of June, 2014.

REXAM SPECIALTY PRODUCTS PUERTO RICO INC.

By: _____
Name: Mark W. Miles
Title: Executive Vice President, Chief Financial Officer and Treasurer

[Signature Page – Name Change (Rexam Specialty Products Puerto Rico Inc.)]

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

BPREX SPECIALTY PRODUCTS PUERTO RICO INC.

I, the Treasurer of the State of New Jersey, do hereby certify, that the above named business did file and record in this department the below listed document(s) and that the foregoing is a true copy of the Certificate of Name Change as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 14th day of May, 2015

Andrew P Sidamon-Eristoff
State Treasurer

Certificate Number: 136287276

Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

FILED

JUN 13 2014

STATE TREASURER

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF INCORPORATION
OF
REXAM SPECIALTY PRODUCTS PUERTO RICO INC.

(Pursuant to Section 14A:9-2(4) and Section 14A:9-4(3) of the New Jersey Statutes)

Rexam Specialty Products Puerto Rico Inc., a corporation duly organized and existing under Corporations, General, of the New Jersey Statutes of the State of New Jersey (the "Corporation"), does hereby certify that:

1. The Certificate of Incorporation of the Corporation is hereby amended by deleting Article FIRST and inserting the following in lieu thereof:

> "FIRST: The name of the Corporation is BPRex Specialty Products Puerto Rico Inc."

2. The Certificate of Incorporation of the Corporation is hereby amended by deleting Article SECOND and inserting the following in lieu thereof:

> "SECOND: Its Registered Office in the State of New Jersey is to be located in the City of Princeton, County of Mercer, and the name and address of its registered agent is c/o National Registered Agents, Inc., 100 Canal Pointe Boulevard, in Princeton, New Jersey, 08540."

3. The foregoing amendment was duly adopted in accordance with the provisions of Section 14A:5-6, Corporations, General, of the New Jersey Statutes of the State of New Jersey.

(Signature page follows)

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be executed by its duly authorized officer on this 11th day of June, 2014.

REXAM SPECIALTY PRODUCTS PUERTO RICO INC.

By: _____
Name: Mark W. Miles
Title: Executive Vice President, Chief Financial Officer and Treasurer

AMENDED AND RESTATED BY-LAWS

OF

BPREX SPECIALTY PRODUCTS PUERTO RICO INC.

(A NEW JERSEY CORPORATION)

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office of BPrex Specialty Products Puerto Rico Inc. (the "Corporation") in the State of New Jersey shall be at 100 Canal Pointe Boulevard, in Princeton, New Jersey 08540, Mercer County, and the registered agent in charge thereof shall be National Registered Agents, Inc.

Section 1.2 Other Offices. The Corporation may have other offices, either within or without the State of New Jersey, at such place or places as the Board of Directors may from time to time select or the business of the Corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 2.1 Annual Meetings. The annual meeting of the stockholders of the Corporation for the election of directors and such other business as may be stated in the notice of the meeting shall be held at such place, either within or without the State of New Jersey, on such date and at such time as shall from time to time be fixed by the Board of Directors. At the annual meeting, the stockholders shall elect a Board of Directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the stockholders of the Corporation for any purpose or purposes may be called by the Chief Executive Officer or the Secretary or by resolution of the Board of Directors.

Section 2.3 Voting. Each stockholder entitled to vote in accordance with the terms of the Certificate of Incorporation and these By-Laws may vote in person or by proxy, but no proxy shall be voted after three years from its date unless such proxy provides for a longer period. All elections for directors shall be decided by plurality vote; all other questions shall be decided by majority vote, in each case except as otherwise provided in the Certificate of Incorporation or the laws of the State of New Jersey.

A complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, with the address of each and the number of shares held by each, shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least ten days prior to the meeting (a) on a reasonably accessible electronic network, provided

that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the Corporation. The list shall also be produced and kept at the time and place of the meeting and may be inspected by any stockholder who is entitled to be present.

Section 2.4 Quorum. Except as otherwise required by law, the Certificate of Incorporation or these By-Laws, the presence, in person or by proxy, of stockholders holding shares constituting a majority of the voting power of the Corporation shall constitute a quorum at all meetings of the stockholders. In case a quorum shall not be present at any meeting, a majority in interest of the stockholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of stock entitled to vote shall be present. At any such adjourned meeting at which the requisite amount of stock entitled to vote shall be represented, any business may be transacted that might have been transacted at the meeting as originally noticed, but only those stockholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof.

Section 2.5 Notice of Meetings. Written notice, stating the place, date and time of the meeting and the business to be considered, shall be given to each stockholder entitled to vote thereat, at his or her address as it appears on the records of the Corporation, not less than ten nor more than sixty days before the date of the meeting.

Section 2.6 Action by Written Consent. Any action required or permitted to be taken at any meeting of stockholders may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

ARTICLE III
BOARD OF DIRECTORS

Section 3.1 General Powers. The business and affairs of the Corporation shall be managed under the direction of its Board of Directors.

Section 3.2 Number and Election. The Board of Directors shall initially consist of three directors, but this number may be from time to time increased or decreased by the Board of Directors or by the stockholders, but in no case shall the number be less than one. Directors shall hold office until their resignation, removal, retirement, death, disqualification, or until their successor is elected and has qualified. A director need not be a stockholder.

Section 3.3 Vacancies. Any vacancy occurring on the Board of Directors, including a vacancy resulting from an increase in the number of directors, may be filled by action of the stockholders or by the affirmative vote of a majority of the remaining directors though such majority be less than a quorum of the Board of Directors.

Section 3.4 Regular Meetings. The Board of Directors may hold a regular meeting at such time and place as the Board may from time to time determine. Regular meetings may be held without notice.

Section 3.5 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chief Executive Officer, the Secretary or any director. Notice of the time and place of each special meeting shall be given orally or in writing to each director in advance of the meeting. Any director may waive notice of any meeting, and attendance at or participation in any meeting shall constitute a waiver of notice of such meeting unless the director objects at the beginning of the meeting, or promptly upon arrival, to holding it or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.6 Quorum. A majority of the number of directors determined under these By-Laws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum is not present, a majority of those in attendance may adjourn the meeting from time to time until a quorum is obtained. The vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the Certificate of Incorporation or these By-Laws shall require the vote of a greater number.

Section 3.7 Removal and Resignations. Except as provided in the Certificate of Incorporation or by the laws of the State of New Jersey, any director may be removed either for or without cause at any time by the affirmative vote of the holders of a majority of the voting power entitled to vote for the election of directors, at an annual meeting or a special meeting called for the purpose. Any director may resign at any time; such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by an officer of the Corporation. The acceptance of a resignation shall not be necessary to make it effective.

Section 3.8 Action by Written Consent. Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors.

ARTICLE IV
COMMITTEES

Section 4.1 Membership. Except for those duties which by law or regulation must be performed by at least a majority of the full Board of Directors, the performance of such duties as the Board deems appropriate may be assigned to one or more committees. Each committee shall have the authority of the Board to the full extent provided in these By-Laws or as otherwise determined by the Board. Except as otherwise provided in these By-Laws,

membership of each committee shall be established from time to time by the Board of Directors. All members of committees shall serve at the pleasure of the Board of Directors.

Section 4.2 Notice. Unless a committee shall provide otherwise, it shall not be necessary to give notice of any of its regular meetings. Special meetings of a committee may be called by or at the request of the chairman of the committee or in such manner as provided in these By-Laws for calling special meetings of the Board of Directors.

Section 4.3 Action by Written Consent. Any action that may be taken at a meeting of a committee of the Board of Directors may also be taken without a meeting in accordance with the procedures applicable to actions taken by the full Board of Directors.

ARTICLE V
OFFICERS

Section 5.1 Officers. The officers of the Corporation may include a Chief Executive Officer, a Chief Financial Officer, a Secretary, a Treasurer, one or more Executive Vice Presidents, one or more Vice Presidents and such other officers as may be appointed, from time to time, by the Board of Directors. Additionally, the Chief Executive Officer shall have the power to appoint and to delegate the power to appoint such officers as the Chief Executive Officer may deem appropriate.

Section 5.2 Term. Each officer of the Corporation shall serve at the pleasure of the Board of Directors, and the Board of Directors may remove any officer at any time with or without cause. Any officer, if appointed by a committee of the Board of Directors or by another officer of the Corporation, may likewise be removed by such committee or an officer of the Corporation.

Section 5.3 Authority and Duties. All officers of the Corporation shall have such authority and perform such duties in the management of the property and affairs of the Corporation as generally pertain to their respective offices, as well as such authority and duties as may be determined by the Board of Directors, a committee of the Board of Directors or the Chief Executive Officer.

Section 5.4 Employees Other Than Officers. Subject to the authority of the Board of Directors, a committee of the Board of Directors, the Chief Executive Officer or any officer authorized by a committee of the Board of Directors or the Chief Executive Officer may employ such agents and employees other than officers as such committee or officer may deem advisable for the prompt and orderly transaction of the business of the Corporation, define their duties, fix their compensation and dismiss them.

ARTICLE VI
CERTIFICATES FOR SHARES AND THEIR TRANSFER

Section 6.1 Form and Signatures. Shares of the Corporation may but need not be represented by certificates. Any certificates evidencing shares of the Corporation shall be signed

by (a) the Chief Executive Officer or an Executive Vice President and (b) the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, or any other officers authorized by a resolution of the Board of Directors, and may but need not be sealed by the seal of the Corporation or a facsimile thereof. The signatures of the officers upon a certificate may be facsimiles.

Section 6.2 Lost Certificates. A new certificate of stock may be issued in the place of any certificate theretofore issued by the Corporation, alleged to have been lost or destroyed, and the Board of Directors may, in its discretion, require the owner of the lost or destroyed certificate, or such owner's legal representatives, to give the Corporation a bond, in such sum as they may direct, not exceeding double the value of the stock, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss of any such certificate, or the issuance of any such new certificate.

Section 6.3 Transfer of Shares. Assignment or transfer of shares of the Corporation shall be made only on the books of the Corporation, and any assignment or transfer shall be made at the direction of the holder of record thereof or by the legal representative of the holder of record.

ARTICLE VII
INDEMNIFICATION

Section 7.1 Indemnification, Mandatory Advancement of Expenses and Contract Rights.

(a) Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she or a person of whom he or she is the legal representative is or was, at any time during which these By-Laws are in effect (whether or not such person continues to serve in such capacity at the time any indemnification or payment of expenses pursuant hereto is sought or at the time any proceeding relating thereto exists or is brought), a director or officer of the Corporation or is or was at any such time serving at the request of the Corporation as a director, officer, trustee, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans maintained or sponsored by the Corporation (hereinafter, an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, trustee, employee or agent or in any other capacity while serving as a director, officer, trustee, employee or agent, shall be (and shall be deemed to have a contractual right to be) indemnified and held harmless by the Corporation (and any successor of the Corporation by merger or otherwise) to the fullest extent authorized by the DGCL as the same exists or may hereafter be amended or modified from time to time (but, in the case of any such amendment or modification, only to the extent that such amendment or modification permits the Corporation to provide greater indemnification rights than said law permitted the Corporation to provide prior to such amendment or modification), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director,

officer, trustee, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 7.2(a) of this Article VII, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors. The right to indemnification conferred in this Article VII shall include the right, without the need for any action by the Board of Directors, to be paid by the Corporation (and any successor of the Corporation by merger or otherwise) the expenses incurred in defending any such proceeding in advance of its final disposition, such advances to be paid by the Corporation within twenty (20) days after the receipt by the Corporation of a statement or statements from the claimant requesting such advance or advances from time to time; provided, however, that if the DGCL requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter, the "undertaking") by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right of appeal (a "final disposition") that such director or officer is not entitled to be indemnified for such expenses under this Article VII or otherwise. The rights conferred upon indemnitees in this Article VII shall be contract rights between the Corporation and each indemnitee to whom such rights are extended that vest at the commencement of such person's service to or at the request of the Corporation and all such rights shall continue as to an indemnitee who has ceased to be a director or officer of the Corporation or ceased to serve at the Corporation's request as a director, officer, trustee, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, as described herein, and shall inure to the benefit of the indemnitee's heirs, executors and administrators.

(b) To obtain indemnification under this Article VII, a claimant shall submit to the Corporation a written request, including therein or therewith such documentation and information as is reasonably available to the claimant and is reasonably necessary to determine whether and to what extent the claimant is entitled to indemnification. Upon written request by a claimant for indemnification pursuant to the first sentence of this paragraph (b), a determination, if required by applicable law, with respect to the claimant's entitlement thereto shall be made as follows: (i) if requested by the claimant, by Independent Counsel (as hereinafter defined), or (ii) if no request is made by the claimant for a determination by Independent Counsel, (A) by the Board of Directors by a majority vote of a quorum consisting of Disinterested Directors (as hereinafter defined), (B) if a quorum of the Board consisting of Disinterested Directors is not obtainable or, even if obtainable, such quorum of Disinterested Directors so directs, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to the claimant, or (C) if a quorum of Disinterested Directors so directs, by a majority of the stockholders of the Corporation. In the event the determination of entitlement to indemnification is to be made by Independent Counsel, the Independent Counsel shall be selected by the Board. If it is so determined that the claimant is entitled to indemnification, payment to the claimant shall be made within ten (10) days after such determination.

Section 7.2 Claims.

(a) If a claim under paragraph (a) of Section 7.1 of this Article VII is not paid in full by the Corporation within thirty (30) days after a written claim pursuant to paragraph (b) of Section 7.1 of this Article VII has been received by the Corporation (except in the case of a claim for advancement of expenses, for which the applicable period is twenty (20) days), the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action that the claimant has not met the standard of conduct which makes it permissible under the DGCL for the Corporation to indemnify the claimant for the amount claimed or that the claimant is not entitled to the requested advancement of expenses, but (except where the required undertaking, if any, has not been tendered to the Corporation) the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, Independent Counsel or stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board of Directors, Independent Counsel or stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(b) If a determination shall have been made pursuant to paragraph (b) of Section 7.1 of this Article VII that the claimant is entitled to indemnification, the Corporation shall be bound by such determination in any judicial proceeding commenced pursuant to paragraph (a) of this Section 7.2.

(c) The Corporation shall be precluded from asserting in any judicial proceeding commenced pursuant to paragraph (a) of this Section 7.2 that the procedures and presumptions of this Article VII are not valid, binding and enforceable and shall stipulate in such proceeding that the Corporation is bound by all the provisions of this Article VII.

Section 7.3 Non-Exclusivity of Rights; Amendment and Repeal. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VII: (i) shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation or these By-Laws, agreement, vote of stockholders or Disinterested Directors or otherwise and (ii) cannot be terminated by the Corporation, the Board of Directors or the stockholders of the Corporation with respect to a person's service prior to the date of such termination. Any amendment, modification, alteration or repeal of this Article VII that in any way diminishes, limits, restricts, adversely affects or eliminates any right of an indemnitee or his or her successors to indemnification, advancement of expenses or otherwise shall be prospective only and shall not, without the written consent of the indemnitee, in any way diminish, limit, restrict, adversely affect or eliminate any such right with respect to any actual or alleged state of facts, occurrence, action or omission then or previously existing, or any action, suit or proceeding previously or thereafter brought or threatened based in whole or in part upon any such actual or alleged state of facts, occurrence, action or omission.

Section 7.4 Insurance, Other Indemnification and Advancement of Expenses.

(a) The Corporation may maintain insurance, at its expense, to protect itself and any current or former director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL. To the extent that the Corporation maintains any policy or policies providing such insurance, each such current or former director or officer, and each such agent or employee to which rights to indemnification have been granted as provided in paragraph (b) of this Section 7.4, shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage thereunder for any such current or former director, officer, employee or agent.

(b) The Corporation may, to the extent authorized from time to time by the Board of Directors or the Chief Executive Officer, grant rights to indemnification, and rights to be paid by the Corporation the expenses incurred in connection with any proceeding in advance of its final disposition, to any current or former employee or agent of the Corporation to the fullest extent of the provisions of this Article VII with respect to the indemnification and advancement of expenses of current or former directors and officers of the Corporation.

Section 7.5 Severability. If any provision or provisions of this Article VII shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (i) the validity, legality and enforceability of the remaining provisions of this Article VII (including, without limitation, each portion of any paragraph of this Article VII containing any such provision held to be invalid, illegal or unenforceable, that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and (ii) to the fullest extent possible, the provisions of this Article VII (including, without limitation, each such portion of any paragraph of this Article VII containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

Section 7.6 Definitions. For purposes of this Article VII:

(i) "Disinterested Director" means a director of the Corporation who is not and was not a party to the matter in respect of which indemnification is sought by the claimant.

(ii) "Independent Counsel" means a law firm, a member of a law firm, or an independent practitioner, that is experienced in matters of corporate law and shall include any person who, under the applicable standards of professional conduct then prevailing, would not have a conflict of interest in representing either the Corporation or the claimant in an action to determine the claimant's rights under this Article VII.

Section 7.7 Notices. Any notice, request or other communication required or permitted to be given to the Corporation under this Article VII shall be in writing and either delivered in person or sent by telecopy, telex, telegram, overnight mail or courier service, or certified or registered mail, postage prepaid, return receipt requested, to the Secretary of the Corporation and shall be effective only upon receipt by the Secretary.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.1 Execution of Instruments. All agreements, indentures, mortgages, deeds, conveyances, transfers, contracts, checks, notes, drafts, loan documents, letters of credit, guarantees, master agreements, swap agreements, security and pledge agreements, guarantees of signatures, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, powers of attorney, and other instruments or documents may be signed, executed, acknowledged, verified, attested, delivered or accepted on behalf of the Corporation by the Chief Executive Officer, any Executive Vice President, any Vice President or any individual who is listed on the personnel records of the Corporation in a position equal to any of the aforementioned officer positions, or such other officers, employees or agents as the Board of Directors or any of such designated officers or individuals may direct. The provisions of this Section 7.1 are supplementary to any other provision of these By-Laws and shall not be construed to authorize execution of instruments otherwise dictated by law.

Section 8.2 Shares of Other Corporations. The Chief Executive Officer, any Executive Vice President, Vice President, Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, or such other officers, employees or agents as the Board of Directors or such designated officers may direct, are authorized to vote, represent and exercise on behalf of the Corporation all rights incident to any and all shares of any other corporations or associations standing in the name of the Corporation. The authority herein granted to said individual to vote or represent on behalf of the Corporation any and all shares held by the Corporation in any other corporations or associations may be exercised either by the individual in person or by any duly executed proxy or power of attorney.

Section 8.3 Seal. Any Secretary, Assistant Secretary or person authorized to execute instruments in accordance with Section 6.1 shall have the authority to affix any corporate seal, or a facsimile thereof, to any document requiring a seal and to attest the same. Affixing the seal is not necessary to make the execution of any document effective or binding.

Section 8.4 Electronic Meetings. Subject to the requirements of these By-Laws or the Certificate of Incorporation, stockholders, members of the Board of Directors or members of any committee of the Board of Directors may participate in and hold meetings by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear or otherwise communicate with each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 8.5 Fiscal Year. The fiscal year of the Corporation shall be determined by the Board of Directors.

Section 8.6 Amendments. These By-Laws may be altered, amended or repealed, and new By-Laws may be adopted, by the Board of Directors or by the stockholders.

Exhibit 3.11

Certificate of **Limited Partnership**
of
CHOCKSETT ROAD LIMITED PARTNERSHIP

The undersigned, desiring to form, pursuant to the provisions of the Massachusetts Uniform Limited Partnership Act, a limited partnetship known as **CHOCKSETT ROAD LIMITED PARTNERSHIP** (the "Partnership"), hereby executes this Certificate of Limited Partnership certifying as follows:

1. **Name:** The name of the Partnership is **CHOCKSETT ROAD LIMITED PARTNERSHIP.**

2. **General Character of the Partnership's Business:** The purposes of the Partnership shall be (a) to engage in investment activities, and to deal in all ways with property of all sorts, whether tangible or intangible, and whether real, personal or mixed, including, without limitation, equity securities, partnership interests and evidences of debt, and to engage in any other business or activities incidental or related to the foregoing, and (b) to engage in any business or activity which may be lawfully carried on by a limited partnership in the Commonwealth of Massachusetts.

3. **Office and Agent for Service of Process:** The location of the office of the Partnership in the Commonwealth of Massachusetts is 2 Northeast Blvd., Sterling, MA 01564 and the agent for service of process on the Partnership is **Paul F. Lavallee** at the same address.

4. **Name and Business Address of the General Partner:** The name and business address of the General Partner is **The Chocksett Road GP Trust, Paul F. Lavallee,** Trustee, 2 Northeast Blvd., Sterling, MA 01564.

5. **Latest Date Upon Which the Limited Partnership is to Dissolve:** The latest date upon which the Partnership is to dissolve is December 31, 2050.

IN WITNESS WHEREOF, the undersigned, being the general partner of the Partnership, has signed and sworn to this Certificate of Limited Partnership under the penalties of perjury as of the 1st day of January, 2008

The Chocksett Road GP Trust, General Partner

By: /s/ Paul F. Lavallee
Paul F. Lavallee, Trustee

THE COMMONWEALTHE OF MASSACHUSETTS

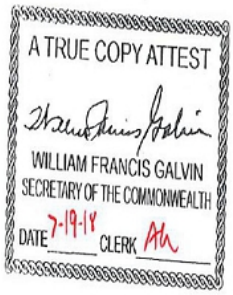
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are Deemed to have been filed with me on:

March 31, 2008 2:56 PM

/s/ William Francis Galvin

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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The Common wealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place - Room 1717, Boston, Massachusetts 02108-1512

FILED
MAR 29 2018
SECRETARY OF THE COMMONWEATH
CORPORATIONS DIVISION

Limited Partnership Annual Report
(General Laws Chapter 109, Section 63)

000974655 **Year:** 2018

(1a) The exact name of the limited partnership:

THE CHOCKSETT ROAD LIMITED PARTNERSHIP

(1b) The exact name of the limited partnership as amended

(2) The general character of the business of the limited partnership:

PLEASE SEE ATTACHMENT

(3) Tire address of the limited partnership in the commonwealth at which its records will be maintained:

155 JACKSON ROAD
DEVENS, MA 01434

(4) The name and street address of the resident agent:

PAUL F. LAVALLEE
155 JACKSON ROAD
DEVENS, MA 01434

(5) The name and business address of each general partner:

THE CHOCKSETT ROAD GP TRUST
P.O. BOX 6930
FORT MYERS BEACH, FL 33932

(6) The latest date on which the limited partnership is to dissolve: 12/31/2050

(7) Additional matters:

Signed ***(by at plan one general partner and each general partner designated in the report as a new general partner):***
/s/ PAUL F. LAVALLEE
PAUL F. LAVALLEE

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Limited Partnership Annual Report
(General Laws Chapter 109, Section 63)

I hereby certify that upon examination of this annual report, duly submitted to me, it appears that the provisions of the General Laws relative to limited partnerships have been complied with, and I hereby approve said statement; and the filing fee in the amount of $ 500 having been paid, said report is deemed to have been filed with me this 29 day of Mar 20, 18, at a.m./p.m. *time*

/s/ WILLIAM FRANCIS GALVIN
WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Filing Fee $500.00
$450 if filed electronically

TO BE FILLED IN BY LIMITED PARTNERSHIPS
Contact Information:

THE CHOCKSETT ROAD LIMITED PARTNERSHIP

155 JACKSON ROAD

DEVENS, MA 01434

Telephone:

Email:

Upon filing, a copy of this filing will be available at **www.sec.state.ma.us/cor**.

If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

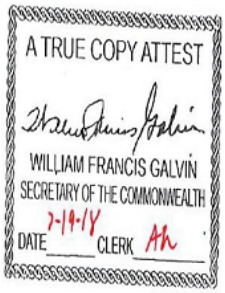


Exhibit 3.12

AGREEMENT
OF
LIMITED PARTNERSHIP
OF
CHOCKSETT ROAD LIMITED PARTNERSHIP

THE CHOCKSETT ROAD LIMITED PARTNERSHIP (the "Partnership") formed as a limited partnership under the laws of the Commonwealth of Massachusetts pursuant to this Agreement of Limited Partnership as of January 1, 2008, ("Agreement") between **The Chocksett Road GP Trust u/d/t dated as of January 1, 2008, Paul F. Lavallee,** Trustee, as General Partner ("General Partner") and **Paul F. Lavallee,** as Limited Partner ("Limited Partner").

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE ONE
DEFINED TERMS

Section 1.01. Defined Terms.

The defined terms used in this Agreement shall, unless the context otherwise requires, have the respective meanings specified in this section 1.01. For all purposes of this Agreement, the following definitions are to be equally applicable to both the singular and plural forms of the terms defined.

"Act" shall refer to the Revised Uniform Limited Partnership Act in effect in Massachusetts as of the date of this Agreement, and as amended from time to time.

"Additional Limited Partners" shall refer to those persons admitted to the Partnership as Limited Partners, excluding the Original Limited Partner, in their capacities as such.

"Affiliate" or "Affiliated Person", when used in reference to a specified person, means: (a) any person that, directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified person; (b) any person that is an officer of, partner in, or trustee of, or serves in a similar capacity with respect to, the specified person (or of which the specified person is an officer, partner or trustee), or with respect to which the specified person serves in a similar capacity; (c) any person that, directly or indirectly, is the beneficial owner of 10% or more of any class of equity securities of, or otherwise has a substantial beneficial interest in, the specified person, or of which the specified person is directly or indirectly the owner of 10% or more of any class of equity securities, or in which the specified person has a substantial beneficial interest; and (d) any Member of the Family of the specified person.

"Agreement" means this Agreement of Limited Partnership, as the same may be hereafter amended or modified from time to time.

"Bankruptcy" means, with respect to a Partner: (a) the making of an assignment for the benefit of such Partner's creditors; (b) the filing of a voluntary petition in bankruptcy by such Partner; (c) adjudication of such Partner as bankrupt or insolvent, or the entry against such Partner of an order of relief in any bankruptcy or insolvency proceeding; (d) the filing of a petition or answer by such Partner seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute or regulation; (e) the filing by such Partner of an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature; or (f) seeking consent to or acquiescence in the appointment of a trustee, receiver, or liquidator of such Partner or all of any substantial part of its properties.

"Capital Account" means the capital account of a Partner, maintained in accordance with the provisions of Section 3.04 of this Agreement.

"Capital Contribution" means, with respect to any Partner, the total amount of cash and fair market value of property contributed to the Partnership with respect to the Partnership Interest of such Partner.

"Cash Flow" means, with respect to any fiscal period, cash receipts (excluding Capital Contributions) of the Partnership from all sources during such fiscal period less (i) all cash expenditures of the Partnership during such fiscal period including, without limitation, debt service, repayment of advances made by any Partner, fees for management services and payments of any development fees plus interest, (ii) such reasonable reserves as may be determined by the General Partner in its sole discretion (but not less than any reserves required by the terms of any indebtedness of the Partnership) as necessary to provide for the foreseeable needs of the Partnership, and (iii) Sale Proceeds and Refinancing Proceeds.

"Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

"Consent of the Limited Partners" means the written consent of Limited Partners who hold in the aggregate more than 50% of the Interests of all Partners.

"Entity" means any general partnership, limited partnership, corporation, trust, business trust, cooperative or association or any other form which is a legal entity under applicable law.

"Fiscal Year" means the fiscal year of the Partnership established in Section 9.02.

"Gain from a Sale" means any net gain recognized by the Partnership in accordance with its accounting methods resulting from (a) the sale, foreclosure, exchange or other disposition of all or a substantial portion of any property of the Partnership or (b) the condemnation or taking of or casualty loss of all or a substantial portion of any property of the Partnership.

"General Partner" means **The Chocksett Road GP Trust** and any Substituted General Partners.

"IRS" means the Internal Revenue Service.

"Limited Partners" shall refer to **Paul F. Lavallee** any Additional Limited Partners, and any Substituted Limited Partners listed as such in the books and records of the Partnership who shall, from time to time, be a limited partner of the Partnership.

"Loss from a Sale" means any net loss recognized by the Partnership in accordance with its accounting methods resulting from (a) the sale, foreclosure, exchange or other disposition of all or a substantial portion of any property of the Partnership or (b) the condemnation or taking of or casualty to all or a substantial portion of any property of the Partnership.

"Member of the Family" means, with respect to any person, his or her spouses, descendants, brothers, sisters, or the descendants of brothers or sisters, or trusts for the benefit of any of the foregoing, provided however, that the spouses of any of the foregoing, or trusts for their benefit, shall only be deemed "Member[s] of the Family" with respect to dispositions of Partnership interests taking place upon the death of the disposing Partner.

"Net Loss" means, with respect to any Fiscal Year, the net loss of the Partnership, if any, for such year as determined in accordance with the Partnership's accounting methods.

"Net Profit" means, with respect to any Fiscal Year, the net income of the Partnership, if any, for such year as determined in accordance with the Partnership's accounting methods.

"Notification" means a written notice containing the information required by this Agreement to be communicated to any Person and sent by registered, certified or first-class mail to such Person at the last known address of such Person; provided, however, that any communication containing such information actually received by such Person shall constitute Notification.

"Original Limited Partner" has the meaning set forth in Section 3.02.

"Partners" means, collectively, the Limited Partners, as constituted from time to time, and the General Partner.

"Partnership Interest" or "Interest" means the entire interest of a Partner in the Partnership at any particular time, including the right of such Partner to any and all benefits to which a Partner may be entitled as provided in this Agreement, together with the obligations of such Partner to comply with all the terms and conditions of this Agreement.

"Percentage Interest" means a Partner's Interest expressed as a total of all Partnership Interests. Each Partner's Percentage Interest shall be set forth on Schedule A to this Agreement as the same may be amended from time to time.

"Person" means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such individual or Entity where the context so admits.

"Prime Rate" means the prime rate (or base rate) reported in the "Money Rates" column or section of The Wall Street Journal as being the base rate on corporate loans at larger U.S. Money Center banks on the first date on which The Wall Street Journal is published in each month. In the event The Wall Street Journal ceases publication of the Prime Rate, then "Prime Rate" shall mean the "prime rate" or "base rate" announced by the bank with which the Partnership has its principal banking relationship (whether or not such rate has actually been charged by that bank) or as otherwise designated by the General Partner . In the event that bank discontinues the practice of announcing that rate, "Prime Rate" shall mean the highest rate charged by that bank on short-term, unsecured loans to its most credit-worthy large corporate borrowers, unless otherwise designated by the General Partner.

"Profits" and "Losses" means taxable income and losses, and each item of income, gain, loss, deduction or credit entering into the computation thereof, as determined in accordance with the accounting methods followed by the Partnership for Federal income tax purposes.

"Refinancing Proceeds" means any money received by the Partnership in connection with any borrowings or refinancings of borrowings by the Partnership secured by Partnership property.

"Sale Proceeds" means the net sale proceeds, after payment of expenses of sale, from the sale or exchange of any real property or interest in real property owned by the Partnership other than in the course of a liquidation of the Partnership under Section 8.02.

"Substituted General Partner" means any Person admitted to the Partnership as a General Partner pursuant to the provisions of Section 6.05 and who is listed as such in the books and records of the Partnership.

"Substituted Limited Partner" means any Person admitted to the Partnership as a Limited Partner pursuant to the provisions of Section 7.02 and who is listed as such in the books and records of the Partnership.

"Transfer" or "Transferred" or any other capitalized grammatical variation thereof, unless otherwise specifically provided, refers to the sale, exchange, assignment, distribution (upon liquidation or otherwise), encumbrance, hypothecation, gift, pledge, transfer or other disposition or alienation, whether absolute, contingent or collateral, in any way, of all or any part of an Interest in the Partnership or, as the context may require, an interest, whether direct or indirect, in any Entity, except any pledge or other hypothecation effected for the purposes of securing borrowings of the Partnership which have been approved by the General Partner .

ARTICLE TWO
NAME, PLACE OF BUSINESS, PURPOSE AND TERM

Section 2.01. Name and Office.

The name of the Partnership shall be **The Chocksett Road Limited Partnership.** The principal office of the Partnership shall be located at 2 Northeast Blvd., Sterling, MA 01564, or at such other place as the General Partner may from time to time determine.

Section 2.02. Purposes.

The purposes of the Partnership shall be (a) to engage in investment activities, and to deal in all ways with property of all sorts, whether tangible or intangible, and whether real, personal or mixed, including, without limitation, equity securities, partnership interests and evidences of debt, and to engage in any other business or activities incidental or related to the foregoing, and (b) to engage in any business or activity which may be lawfully carried on by a limited partnership in the Commonwealth of Massachusetts. The Partnership may engage in any activity related to those purposes and will not engage in any other business or activity without the Consent of the Limited Partners.

Section 2.03. Authority of the Partnership.

In order to carry out its purposes and not in limitation thereof, the Partnership is empowered and authorized to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of its purposes, and for the protection and benefit of the Partnership, as permitted under the Act.

Section 2.04. Term.

The term of the Partnership shall continue in full force until the earlier of either (a) dissolution of the Partnership pursuant to the provisions of Article 8, or (b) December 31, 2050.

Section 2.05. Registered Agent in Massachusetts.

The address of the registered office of the Partnership in Massachusetts is **2 Northeast Blvd., Sterling, MA 01564,** and the name of its registered agent at such address is **Ladd Michael Lavallee.**

ARTICLE THREE
PARTNERS AND CAPITAL

Section 3.01. General Partner .

The original General Partner of the Partnership is **The Chocksett Road GP Trust, u/d/t dated January 1, 2008.**

Section 3.02. Original Limited Partners.

Paul F. Lavallee shall, upon his execution of a counterpart copy of this Agreement be the original Limited Partners ("Original Limited Partners").

Section 3.03. Additional Limited Partners.

The General Partner may, from time to time, with the Consent of the Limited Partners admit one or more Persons as Additional Limited Partners on such terms and conditions as the General Partner may determine. No person shall be deemed to be admitted as a Limited Partner until the General Partner accepts such Person as a Limited Partner of the Partnership, the books and records reflect such Person as admitted to the Partnership as a Limited Partner, and such Person or the legal or natural guardian thereof has executed a counterpart of this Agreement and paid any Capital Contribution required as a condition to admission.

Section 3.03. Capital Accounts.

A. The Partnership shall maintain a separate capital account for each Partner. Each Partner's initial Capital Account balance shall equal such Partner's initial contribution to the capital of the Partnership. Each Partner's Capital Account shall thereafter be increased by (i) any cash or the fair market value of any property thereafter contributed by or on behalf of such Partner (net of liabilities assumed by the Partnership and liabilities to which such contributed property is subject), (ii) the amount of any Partnership liabilities that are assumed by such Partner, and (iii) such Partner's distributive share of the Partnership's income and gain (or items thereof). Each Partner's Capital Account shall be decreased by (i) such Partner's distributive shares of the Partnership's loss and deductions (or items thereof), (ii) the amount of such Partner's individual liabilities that are assumed by the Partnership, (iii) such Partner's share of expenditures of the Partnership described in Section 705(a)(2)(B) of the Code, (iv) the amount of cash or the fair market value of any property distributed by the Partnership to such Partner (net of liabilities assumed by such Partner and liabilities to which such distributed property is subject), (v) such Partner's share of those expenses, if any, of the Partnership described in Section 709 of the Code and treated as Section 705(a)(2)(B) expenditures for purposes of the capital account maintenance rules of Regulation Section 1.704-l(b)(2)(iv), and (vi) such Partner's share of any upward or downward basis adjustments made pursuant to Code Section 48(q)(6), in accordance with the rules set forth in Regulations under Code Section 704(b). Other appropriate adjustments to each Partner's Capital Account shall also be made from time to time, in accordance with the rules set forth in applicable Regulations under Section 704 of the Code or the requirements of any other applicable proposed, final or temporary regulations thereunder. It is the intent of the Partners that the Capital Accounts shall be determine and maintained in accordance with said Code Section and said Regulations, and this Section 3.04 shall be construed in a manner consistent therewith. Each Partner shall have a single Capital Account that reflects all such Partner's Interests in the Partnership. No Partner shall be entitled to interest on such Partner's Capital Account or on any Capital Contribution.

B. Except as may be specifically provided herein, no Partner shall have the right to withdraw all or any part of such Partner's Capital Contribution from the Partnership. No Partner shall have any right to demand or receive property or cash of the Partnership in return of such Partner's Capital Contribution except as may be specifically provided in this Agreement.

C. The original Capital Account established for any Substituted General or Limited Partner shall be in the same amount as, and shall replace, the Capital Account of the Partner which such Substituted General or Limited Partner succeeds, and, for the purposes of this Agreement, such Substituted General or Limited Partner shall be deemed to have made the Capital Contribution, to the extent actually paid in, of the Partner which such Substituted General or Limited Partner succeeds. To the extent a Substituted General or Limited Partner receives less than 100% of the Interest in the Partnership of a Partner he, she or it succeeds, the original Capital Account and Capital Contribution of such Substituted General or Limited Partner shall be in proportion to the Interest he, she or it receives, and the Capital Account and Capital Contribution of the Partner who retains a partial Interest in the Partnership shall be in proportion to the Interest he, she or it retains.

D. In the event, in any fiscal year of the Partnership, capital contributions are made by gift to the Partnership by a donee on behalf of one or more Limited Partners, such gifts will be allocated according to the Limited Partners' Interests, and to the extent to which such gifts are intended to qualify for the donor's Annual Exclusion under Section 2503 of the Code, each such Limited Partner shall have the noncumulative right to demand distribution from the Partnership of an amount equal to such Annual Exclusion gift made during such year allocable to such Limited Partner, to be properly reflected in such Limited Partners' Capital Account. This right shall lapse on the last day of the fiscal year in which such gift was made, unless such gift was made during the twelfth month of such fiscal year, in which case such right shall lapse on the last day of the first month of the fiscal year following the fiscal year in which such gift was made.

Section 3.05. Liability of the Limited Partners; Additional Capital Contributions.

Except as otherwise required by this Agreement or the Act, no Limited Partner shall be liable for any debts, liabilities, contracts or any other obligations of the Partnership. Except as otherwise required by this Agreement or the Act, a Limited Partner has no liability in excess of the amount of contributions that he, she or it is obligated to make to the Partnership and such Partner's share of the Partnership's assets and undistributed profits. No Limited Partner shall be required to lend any funds to the Partnership or, after such Partner's Capital Contribution has been paid, to make any further Capital Contributions to the Partnership.

Section 3.06. Liability of the General Partner ..

Except as provided in the Act, the General Partner has the liabilities of a partner in a partnership without limited partners to all Persons, including the Partnership and the other Partners. This Agreement shall not be amended to limit such liability of the General Partner.

Section 3.07. Obligation to Restore Deficit Capital Account Balances.

If any Partner has a deficit balance in such Partner's Capital Account following the liquidation of such Partner's Interest in the Partnership, as determined after taking into account all Capital Account adjustments for the Partnership taxable year during which such liquidation occurs, such Partner shall be unconditionally obligated to restore the amount of such deficit balance to the Partnership by the end of such taxable year (or, if later, within 90 days after the date of such liquidation), which amount shall, upon liquidation of the Partnership, be paid to creditors of the Partnership or distributed to other Partners in accordance with their positive Capital Account balances.

ARTICLE FOUR
DISTRIBUTIONS: ALLOCATIONS OF PROFITS AND LOSSES

Section 4.01. Distributions of Cash Flow.

Cash Flow with respect to each Fiscal Year shall be distributed at the discretion of the General Partner, at such times and in such amounts as the General Partner deems appropriate. Cash Flow shall be distributed to the Partners for each Fiscal Year in the same ratio in which the Partners are entitled to share in Profits of the Partnership during that Fiscal Year. Notwithstanding the foregoing, in any given year, the General Partner will make pro-rata distribution to the Partners at least sufficient to pay any tax liability of the Partners arising from the Partners' share of income of the Partnership.

Section 4.02. Distributions of Sale Proceeds in Liquidation.

After the Partnership receives Sale Proceeds in full or partial liquidation of the Partnership, such proceeds shall, subject to applicable requirements of any loan documents and at the discretion of the General Partner both as to time and amount, be applied:

A. First, to discharge (to the extent required by any lender or creditor) debts and obligations of the Partnership;

B. Second, to repay any loans with interest, if any, made by any Partners to the Partnership;

C. Third, to fund reserves which the General Partner deems reasonably necessary for any contingent or anticipated liabilities or obligations of the Partnership;

D. Fourth, to distribute proportionately to the General Partner and Limited Partners an amount equal to the positive balances, if any, in their Capital Accounts;

E. Fifth, to distribute the balance of such proceeds to the Partners in accordance with their Percentage Interests.

After the General Partner determines that any reserves created under this Section 4.02 are no longer necessary, the unused portion of such funds shall be distributed in the same manner such funds would have been distributed pursuant to this Section 4.02 had such reserves not been created.

Section 4.03. Allocation of Net Profits and Losses from Operations.

Except as otherwise provided in Sections 4.04, 4.05 and 4.06 hereof, and subject to the provisions of Section 7.03 hereof, the Net Profit and Net Loss as of the end of any Fiscal Year shall be allocated among all the Partners in accordance with their Percentage Interests. The Interest of the General Partner in each material item of Partnership income, gain, loss, deduction or credit will equal at least one (1) percent of each such item at all times during the existence of the Partnership.

Section 4.04. Allocation of Gains from Sales.

Subject to the provisions of Sections 4.06 and 7.03 hereof, any Gain from a Sale shall be allocated as follows:

A. There shall first be allocated to each Partner with a deficit in such Partner's Capital Account an amount of such Gain sufficient to bring such Partner's Capital Account to zero. If such Gain shall be insufficient to bring to zero the Capital Accounts of all Partners with deficits in their Capital Accounts, then such Gain shall be allocated to those Partners with deficits in their Capital Accounts in proportion to their respective deficit Capital Account balances.

B. The balance, if any, of such Gain shall be allocated to the Partners in proportion to their Percentage Interests.

Section 4.05. Allocation of Losses from Sale.

Subject to the provisions of Sections 4.06 and 7.03 hereof, any Loss from a sale shall be allocated as follows:

A. There shall first be allocated to each Partner with a positive Capital Account an amount of such Loss sufficient to reduce such Partner's Capital Account to zero. If such Loss shall be insufficient to reduce to zero the Capital Accounts of all Partners with positive Capital Accounts, then such Loss shall be allocated to those Partners with positive Capital Accounts in proportion to their respective positive Capital Account balances.

B. The balance, if any, of such Loss shall be allocated to Partners in proportion to their Percentage Interests.

Section 4.06. Allocations With Respect to Contributed Property.

Notwithstanding any other provision of this Agreement to the contrary, items of income, gain, loss, and deduction with respect to property contributed to the Partnership by any Partner shall be allocated among the Partners so as to take into account the variation between the basis of the property to the Partnership and its fair market value at the time of contribution in accordance with the requirements of Section 704(c) of the Code and applicable Regulations thereunder.

ARTICLE FIVE
RIGHTS. POWERS AND DUTIES OF THE GENERAL PARTNER

Section 5.01. Management of the Partnership.

A. Except as otherwise expressly limited by the provisions of this Agreement, the General Partner shall have exclusive discretion in the management and control of the business and affairs of the Partnership and all powers necessary, convenient, and appropriate to carry out the purposes, conduct the business and exercise the powers of the Partnership, and is hereby authorized to take any action of any kind and to do anything and everything it deems necessary or appropriate in accordance with the provisions of this Agreement and to the extent permitted by Massachusetts law. If, at any time, there is more than one General Partner, the General Partner shall act by a majority of their Percentage Interests as General Partner.

B. No Limited Partner shall participate in or have any control whatsoever over the Partnership's business, or have any authority or right to act for or bind the Partnership (except in a strictly fiduciary capacity when, if and to the extent such Limited Partner is also acting as an explicitly named General Partner under the terms of this Agreement). Each Limited Partner hereby consents to the exercise by the General Partner of the powers conferred on them by this Agreement.

C. Except to the extent otherwise provided herein, the General Partner is hereby authorized without the Consent or approval of the Limited Partners to:

(i) own, acquire by lease or purchase, develop, maintain, improve, grant options with respect to, sell, convey, finance, assign, mortgage, or lease real estate and/or personal property;

(ii) execute any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with the development, management, maintenance and operation of any properties in which the Partnership has an interest, including without limitation, necessary easements to public or quasi-public bodies or public utilities;

(iii) borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Partnership, and secure the repayment by deed of trust, mortgage, security interest, pledge or other lien or encumbrance on Partnership properties or any other assets of the Partnership;

(iv) prepay in whole or in part, negotiate, refinance, recast, increase, renew, subordinate, modify or extend any secured or other indebtedness affecting Partnership properties and in connection therewith execute any extensions, renewals or modifications of any evidences of indebtedness secured by deeds of trust, mortgages, security interests, pledges or other encumbrances covering such properties;

(v) enter into any kind of contract or activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Partnership, so long as those activities and contracts may be lawfully carried on or performed by a limited partnership under applicable laws and regulations;

(vi) lend money to the Partnership, as a creditor of the Partnership and not as an additional capital contribution to the Partnership; provided that the terms of any such loan, including the interest rate, shall be at least as favorable to the Partnership as those that could have been obtained by it on the same type of loan in the same locality from a lending institution;

(vii) subdivide, partition, improve, alter, repair, manage, maintain and otherwise deal with the Land, including power to demolish any building in whole or in part and to erect buildings; dedicate streets or other ways for public use without compensation; and impose such easements, restrictions, conditions, stipulations or covenants as the General Partner shall deem desirable; and also establish such reserves for maintenance or depreciation of real estate and for property taxes as the General Partner shall deem reasonable;

(viii) deal with, or otherwise engage in business with, any Person who has provided or may in the future provide any services, lend money or sell property to or purchase from a Partner or any Affiliate of a Partner; enter into agreements, on behalf of the Partnership, employ agents, attorneys, accountants, engineers, appraisers or other consultants or contractors who may be Affiliates of a Partner, and enter into agreements to employ Affiliates of a Partner to provide further or additional services to the Partnership, provided such agreements are on terms no less favorable to the Partnership than comparable services available from Persons who are not Affiliates of a Partner;

(ix) engage in any kind of activity and perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of the Commonwealth of Massachusetts;

(x) satisfy any and all Partnership obligations for which the General Partner is personally liable before satisfying Partnership obligations as to which the General Partner has no such personal liability; and

(xi) take such actions as the General Partner determines advisable or necessary to preserve the tax status of the Partnership as a partnership for Federal income tax purposes.

D. Except as provided below, or as otherwise expressly provided in this Agreement, all decisions concerning the management of the Partnership's properties and its day-to- day business shall be made solely by the General Partner .

E. With respect to all of such Partner's obligations, powers and responsibilities under this Agreement, the General Partner is authorized to execute and deliver, for an on behalf of the Partnership, such instruments and agreements, all on such terms and conditions, as the General Partner deems proper.

F. Any Person dealing with the Partnership or the General Partner may rely upon a Certificate signed by the General Partner (or, if there be more than one (1) General Partner, by any General Partner):

(i) as to who are the General Partner or Limited Partners hereunder;

(ii) as to the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the General Partner or in any other manner germane to the affairs of this Partnership;

(iii) as to who is authorized to execute and deliver any instrument or document of the Partnership;

(iv) as to the authenticity of any copy of this Agreement and amendments thereto; or

(v) as to any act or failure to act by the Partnership or as to any other matter whatsoever involving the Partnership or any Partner.

Section 5.02. Restrictions on Authority of the General Partner.

A. Notwithstanding any other provisions of this Agreement the General Partner shall have no authority to do any act required to be approved or ratified by the Limited Partners under the Act or as set forth in Section 5.02B.

B. Without the Consent of the Limited Partners, the General Partner shall have no authority on behalf of the Partnership to:

(i) do any willful act in contravention of this Agreement; convert property of the Partnership to its own use, or assign any rights in specific property of the Partnership for other than a purpose of the Partnership;

(ii) perform any act that would subject any Limited Partner to liability as general partner in any jurisdiction or any other liability except as provided for herein or under the Act; or

(iii) make any election to discontinue, liquidate or dissolve the Partnership.

Section 5.03. Duties and Obligations of the General Partner - General.

A. The General Partner shall diligently and faithfully use their best efforts to conduct the affairs of the Partnership in accordance with this Agreement, the Act and other applicable Massachusetts law and shall at all times act according to the highest fiduciary standards for the benefit of the Limited Partners.

B. The General Partner shall take such action as may be necessary or appropriate in order to for or qualify the Partnership under the laws of any jurisdiction in which the Partnership is doing business or owns property or in which such formation or qualification is necessary in order to protect the limited liability of the Limited Partners or in order to continue in effect such formation or qualification.

C. The General Partner shall prepare or cause to be prepared and shall file on or before the due date (including any extension thereof) any Federal, state or local tax returns required to be filed by the Partnership. The General Partner shall cause the Partnership to pay any taxes payable by the Partnership.

D. The General Partner shall be under a duty to conduct the affairs of the Partnership in good faith and in accordance with the terms of this Agreement and in a manner consistent with the purposes of the Partnership.

Section 5.04. Compensation of General Partner - General.

The General Partner shall be entitled to reasonable compensation for their services, and shall be entitled to receive reimbursement for expenses reasonably incurred in managing the Partnership.

Section 5.05. Other Business of Partners.

Nothing contained in this Agreement shall be construed or shall operate to limit any Partner from directly or indirectly engaging, independently or with others in any business which is or may be competitive with the business of the Partnership. Each of the Partners, including the General Partner , and Affiliated Persons shall be free to engage in any business whatsoever, including any business within the purposes of the Partnership, and neither the Partnership nor any Partner shall have any right by virtue of this Agreement or the partnership relationship created hereby in such other business or to the income or proceeds derived therefrom. Nothing in this Agreement shall be deemed to prohibit any Partner or any Affiliate of a Partner from dealing or otherwise engaging in business with the Partnership or with Persons transacting business with the Partnership, or from providing services relating to the purchase, sale, financing, management, development or operation of any venture or activity of any nature whatsoever. Neither the Partners nor any Affiliated Person of a Partner shall be obligated to present any particular business opportunity to the Partnership, even if such opportunity is of a character which could be taken by the Partnership.

Section 5.06. Limitation of Liability of General Partner and Others.

The General Partner shall not be liable, responsible or accountable in damages or otherwise to the Partnership or to any Partner, or to any successor, assignee or transferee of the Partnership or of any Partner, for any losses, claims, damages or liabilities arising from (i) any act performed, or the omission to perform any act, within the scope of the authority conferred on the General Partner by this Agreement, except by reason of acts or omissions of the General Partner found by a court of competent jurisdiction upon entry of a final judgment to be due to bad faith, fraud, willful misconduct or a knowing violation of the criminal law; (ii) the performance by the General Partner , or the omission to perform, any acts on advice of legal counsel, accountants or other professional consultants to the Partnership; or (iii) the negligence, dishonesty or bad faith of any consultant, employee or agent of the Partnership selected or engaged by the General Partner in good faith.

Section 5.07. Indemnification of and Advances to the General Partner and Others.

A. The Partnership shall, subject to the limitations of Section 5.07E, indemnify, defend and hold the General Partner harmless from and against, and may, with the Consent of the Limited Partners, subject to the limitations of Section 5.07E, indemnify, defend and hold the Partnership's, and the General Partner's respective Affiliates, agents, employees, advisors, consultants and other independent contractors, harmless from and against, any loss, liability, damage, fine, judgment, penalty, attachment, cost or expense, including reasonable attorneys' fees, arising from any demands, claims or lawsuits against the General Partner , or the Partnership's or the General Partner's respective Affiliates, agents, employees, advisors, consultants or other independent contractors, in or as a result of or relating to the General Partner's capacity, actions or omissions as General Partner, or as an Affiliate, agent, employee, advisor, consultant or other independent contractor of the Partnership, or the General Partner , or arising from or relating to the business or activities undertaken on behalf of the Partnership, including, without limitation, any demands, claims or lawsuits initiated by a Partner; provided that the acts or omissions of the General Partner or the Partnership's or the General Partner's Affiliate, agent, employee, advisor, consultant or other independent contractor seeking indemnification are not found by a court of competent jurisdiction upon entry of a final judgment to be the result of bad faith, fraud, willful misconduct, or a knowing violation of the criminal law of the person seeking indemnification, or to have violated such a lesser standard of conduct as under applicable law affirmatively prevents indemnification hereunder. The termination of any action, suit or proceeding by judgment, order, settlement, plea of nolo contendere or its equivalent, or conviction shall not, of itself, create a presumption that the General Partner or the Partnership's or the General Partner's respective Affiliates, agents, employees, advisors, consultants or other independent contractors shall not be entitled to indemnification hereunder or that the General Partner or the Partnership's, or the General Partner's respective Affiliates, agents, employees, advisors, consultants or other independent contractors did not act in good faith and in a manner which it or they reasonably believed to be in or not opposed to the best interests of the Partnership.

B. The General Partner shall be entitled to receive, upon application therefor (subject to the limitations of Section 5.07E) and the Partnership's or the General Partner's respective Affiliates, agents, employees, advisors, consultants or other independent contractors shall be entitled to receive, with the Consent of the Limited Partners (subject to the limitations of Section 5.07E), advances from the Partnership to cover the costs of defending any claim or action against them relating to their acts or omissions as the General Partner, or as an Affiliate, agent, employee, advisor, consultant or other independent contractor of the Partnership, or the General Partner or otherwise relating to the Partnership; provided, however, that such advances shall be repaid to the Partnership (with interest thereon at an annual rate equal to the Prime Rate in effect from time to time but not to exceed the maximum permitted by applicable law), if the General Partner , or the Partnership's, the General Partner's Affiliate, agent, employee, advisor, consultant or other independent contractor that receives such advance is found by a court of competent jurisdiction upon entry of a final judgment to have violated any of the standards set forth in Section 5.07A as standards which preclude indemnification hereunder. All rights of the General Partner, General Partner's Affiliates, agents, employees, advisors, consultants or other independent contractors to indemnification as herein provided shall survive the dissolution of the Partnership and the death, withdrawal, incompetency, dissolution, liquidation or Bankruptcy of a Partner or any such person, and shall inure to the benefit of their heirs, personal representatives, successors and assigns.

C. In the event the indemnification obligation of this Section 5.07 shall be deemed unenforceable to any extent by a court of competent jurisdiction, such unenforceable portion shall be modified or stricken so as to give effect to this Section 5.07 to the fullest extent permitted by law.

D. The right of indemnification hereby provided shall not be exclusive of or affect any other rights which the General Partner or any of his Affiliates may have. Nothing contained in this Section 5.07 shall limit any lawful rights to indemnification existing independently of this Section 5.07.

E. Notwithstanding anything contained herein to the contrary, any amount which the General Partner, or the Partnership's, or the General Partner's respective Affiliates, agents, employees, advisors, consultants and other independent contractors is entitled to receive under this Section 5.07 shall be paid out of the assets of the Partnership. Notwithstanding anything contained herein to the contrary or under any law, no Partner shall be personally liable for the payment of any amount which the General Partner or an Affiliate, agent, employee, advisor, consultant or other independent contractor of the Partnership, or of the General Partner is entitled to receive under this Section 5.07, to make any capital contribution to the Partnership or to return any capital distribution made to that Partner by the Partnership or to restore any negative capital account balance of that Partner, to enable the Partnership to make any payment under this Section 5.07.

Section 5.08. Tax Matters Partner.

A. **Paul F. Lavallee** shall serve initially as the Tax Matters Partner of the Partnership, as provided in Treasury Regulations promulgated under Section 6231(a)(7) of the Code. Each Partner hereby approves of such designation and agrees to execute, acknowledge, and deliver such documents as may be deemed necessary or appropriate to evidence such approval.

B. To the extent and in the manner provided by applicable Code sections and Regulations thereunder, the Tax Matters Partner shall perform all duties and functions required by law as such Tax Matters Partner.

ARTICLE SIX
WITHDRAWAL OF THE GENERAL PARTNER

Section 6.01. Limitation of Voluntary Withdrawal.

A General Partner may not withdraw voluntarily from the Partnership, unless pursuant to the unanimous consent of the Limited Partners or as otherwise provided in this Agreement (provided, however, that this provision shall not apply if a withdrawing General Partner leaves a General Partner still serving, as provided in Section 6.05 below). Except as expressly provided otherwise in this Agreement, the General Partner shall not sell, transfer or assign such Partner's Interest or any portion thereof, except to another Partner, unless required to do so pursuant to the terms of any loan documents or other instruments or agreements to which the Partnership is or shall become a party or with the Consent of the Limited Partners.

Section 6.02. Bankruptcy or Dissolution of a General Partner.

In the event of the Bankruptcy or dissolution of a General Partner, the General Partner shall immediately cease to be a General Partner and its Interest shall be converted automatically into a Limited Partner's Interest.

Section 6.03 Rights of Withdrawn General Partner.

Subject to the maintenance of adequate reserves by the General Partner, in the event of the withdrawal of a General Partner for any reason, such General Partner or the General Partner's legal representative shall be entitled to receive from the Partnership any positive balance in its Capital Account adjusted to the date of withdrawal, and repayment of loans made by it, as at the date of such removal.

Section 6.04. Liability of Withdrawn General Partner

If the General Partner shall cease to be a general partner of the Partnership, it shall be and shall remain liable for all obligations and liabilities incurred on account of activities of the Partnership prior to or at the time such withdrawal shall become effective, but it shall be free of any obligation or liability incurred on account of the activities of the Partnership after the time such withdrawal shall have become effective.

Section 6.05. Substituted General Partner.

A. The General Partner may not assign or transfer its Interest to any other individual, trust, or business entity, without the assent of the Limited Partners.

B. In the event of the withdrawal of a General Partner for any reason resulting in no General Partner remaining in the Partnership, the Limited Partners may elect to continue the Partnership. The Partnership will not dissolve if those representing a majority in interest of the Limited Partners elect within 90 days of such withdrawal, removal, death, adjudication of incompetency, or bankruptcy or other incapacity, to continue the Partnership and appoint one or more Substitute General Partners effective as of the withdrawal, removal, death, adjudication of incompetency, or bankruptcy of the retiring General Partner.

C. In the event of the withdrawal of a General Partner for any reason resulting in the General Partner's having a Percentage Interest in the Partnership which is less than one (1) percent, the Limited Partners shall elect to admit an additional General Partner or to convert a portion of a Limited Partner's Interest to a General Partner Interest so that the requirements of Section 4.03 of this Agreement shall continue to be satisfied.

ARTICLE SEVEN
ASSIGNABILITY OF LIMITED PARTNERSHIP INTERESTS

Section 7.01. Restrictions on Assignments.

Except as otherwise expressly permitted in this Agreement, no Limited Partner shall have the right to assign such Partner's Interest except with the written consent of the General Partner. Except as otherwise expressly permitted in this Agreement, any attempt to assign without the express written consent of the General Partner shall be void and ineffectual and shall not bind the Partnership. Further:

A. No assignment of any Interest may be made pursuant to a sale or exchange if the Interest sought to be disposed of, when added to the total of all other Interests sold or exchanged with the period of twelve (12) consecutive months prior thereto, would, in the opinion of counsel for the Partnership, result in the Partnership's being considered to have been terminated with the meaning of Section 708(b) of the Code unless, in the opinion of counsel for the Partnership, that termination will not have a substantial adverse effect upon the remaining Partners; or

B. The General Partner may require that any assignment of an Interest in the Partnership be made only if the assignor or assignee provides an opinion of counsel that such assignment would not require filing of a registration statement under the Securities Act of 1933 or would otherwise not be in violation of any Federal or state securities laws (including any investment suitability standards) applicable to the Partnership.

C. No assignment of any Interest shall be made if, in the opinion of legal counsel to the Partnership, it would result in the Partnership being treated as an association taxable as a corporation.

D. No assignment shall be made to a minor or incompetent (unless a guardian, custodian or conservator has been appointed).

E. No assignment shall be made to a person not permitted to be a transferee under law (including applicable securities law).

F. Notwithstanding the foregoing, a Limited Partner may transfer all or any part of the Limited Partner's Interest to another Partner or the Partnership. If a Limited Partner transfers all or any part of the Limited Partner's Interest to another Partner, the transferee Partner shall have the same rights in respect of the Interest transferred to that Partner as the transferor Limited Partner. A Limited Partner may also transfer all or any part of the Limited Partner's Interest (in trust or otherwise), whether at death or during lifetime, for the benefit of the Limited Partner or to or for the benefit of a Member of the Family of the Limited Partner except that a transfer described in this paragraph F may be deferred or restricted by the General Partner as required by any applicable federal or state securities and/or tax laws. A trust shall be deemed for the benefit of a Limited Partner or a Member of the Family of the Limited Partner even though the trust may also benefit other Persons or Entities, provided that no such other Person or Entity shall benefit while any of the Limited Partner's descendants is living and the value of all interests held by such other Persons or Entities is, at the time of transfer, less than five (5%) of the value of the trust property. For purposes of determining such value, the rate in effect under section 7520 of the Code for the month in which the transfer is made shall be used unless the General Partner determines that the use of that rate is inappropriate. Upon the happening of any transfer described in this paragraph F, the transferee (if not already a Limited Partner) shall become a Substituted Limited Partner without the consent of the General Partner or any other action when he, she or it delivers to the General Partner a written acceptance of the transferee's agreement to be bound by all the terms and provisions of this Agreement.

G. (i) If a Limited Partner (individually, a "Transferor") receives a bona fide written offer which the Limited Partner desires to accept (the "Transferee Offer") from any other Person (a "Transferee") to purchase all or any portion of the Transferor's Interest (the "Transferor Interest") for a purchase price denominated and payable in United States dollars, then, prior to any Transfer of the Transferor Interest, the Transferor shall give the General Partner written notice (the "Transfer Notice") containing each of the following:

(a) the Transferee's identify;

(b) a true and complete copy of the Transferee Offer; and

(c) the Transferor's offer (the "Offer") to sell the Transferor Interest to the Partnership for a price equal to that contained in the Transferee Offer (the "Transfer Purchase Price").

(ii) The Offer shall be and remain irrevocable for a period (the "Offer Period") ending at 11:59 P.M., local time at the Partnership's principal office, on the thirtieth (30th) day? following the date the Transfer Notice is given to the General Partner. At any time during the Offer Period, the General Partner may accept the Offer by giving written notice to the Transferor of their acceptance (the "Offeree Notice"). If the General Partner accepts the Offer on behalf of the Partnership, the Offeree Notice shall fix a closing date (the "Transfer Closing Date") for the purchase, which shall not be earlier than ten (10) or more than ninety (90) days after the expiration of the Offer- Period.

(iii) If the General Partner on behalf of the Partnership accept the Offer, the Transfer Purchase Price shall be paid in immediately available funds on the Transfer Closing Date unless the General Partner on behalf of the Partnership elect prior to or on the Transfer Closing Date to pay? the Transfer Purchase Price in installments pursuant to the provisions of paragraph (vi) of this Section.

(iv) If the General Partner on behalf of the Partnership reject the Offer or fail to accept the Offer (within the time and in the manner specified in this Section), then the Transferor shall be free for a period (the "Free Transfer Period") of thirty (30) days after the expiration of the Offer Period to Transfer the Transferor Interest to the Transferee, for the same or greater price and on the same terms and conditions as set forth in the Transfer Notice (subject to the General Partner approval provisions set forth in Section 7.01 above). If the Transferor does not Transfer the Transferor Interest within the Free Transfer Period, the Transferor's right to Transfer the Transferor Interest pursuant to this Section shall cease and terminate.

(v) Any Transfer by the Transferor after the last day of the Free Transfer Period or without strict compliance with the terms, provisions and conditions of this Section and the other terms, provisions and conditions of this Agreement, shall be null and void and of no force or effect.

(vi) In the event the General Partner on behalf of the Partnership elect to purchase a Transferor's interest by means of an installment note, the Partnership shall evidence such obligation to pay by executing and delivering under seal its promissory note, which note shall provide that the purchase price be paid in no more than five (5) years, at one hundred and ten (110%) percent of the Applicable Federal Rate for mid-term obligations paid monthly, as such has been promulgated by Treasury Regulations applicable to the month immediately preceding such sale, to the withdrawn Member or the Transferor (the "Payee"), which note may be prepaid without penalty at any time.

Section 7.02. Assignees and Substituted Limited Partners.

A. If a Limited Partner is in Bankruptcy, the bankruptcy trustee shall have all the rights of a Limited Partner as the bankrupt possessed to assign all or any part of its Interest and to join with the assignee thereof in satisfying conditions precedent to such assignee becoming a Substituted Limited Partner. The dissolution or Bankruptcy of a Limited Partner in and of itself shall not dissolve the Partnership.

B. Where the General Partner has consented to any assignment of an Interest, the Partnership need not recognize such assignment for any purpose unless there shall have been filed with the Partnership a duly executed counterpart of the instrument making such assignment signed by both the assignor and the assignee which evidences the written acceptance of his or its agreement to be bound by all of the terms and provisions of this Agreement and represents that such assignment was made in accordance with all applicable laws and regulations (including investment suitability requirements).

C. If a Limited Partner assigns all of such Partner's Interest, he, she or it shall cease to be a Limited Partner of the Partnership upon the admission of a Substituted Limited Partner in such Partner's stead.

D. Any person who is an assignee of any of the Interests of a Limited Partner shall become a Substituted Limited Partner when the General Partner shall have accepted such Person as a Limited Partner of the Partnership, the books and records of the Partnership reflect such Person as admitted to the Partnership as a Limited Partner, such person has satisfied the requirements of Section 7.01, Section 7.02B and Section 11.01A, and when such Person shall have paid all reasonable legal fees and filing costs incurred by the Partnership in connection with such Partner's substitution as a Limited Partner.

E. Any person who is the assignee of any of the Interest of a Limited Partner but who does not become a Substituted Limited Partner and desires to make a further assignment of any such Interest shall be subject to all the provisions of this Article 7 to the same extent and in the same manner as any Limited Partner desiring to make an assignment of the Interest.

Section 7.03. Allocations Subsequent to Transfer.

In the event of the admission or withdrawal of a Limited Partner, or in the event all or any part of a Partnership Interest is validly transferred under the terms of this Article 7, all Partnership items allocated under Article 4 hereof shall be further allocated based upon the ownership of the respective Partnership Interests prior to and following the effective date of such admission, withdrawal or transfer in a manner consistent with the requirements of Section 706 of the Code.

Section 7.04. Liquidation of a Partner's Interest.

In the event there is a liquidation of any Partner's Partnership Interest, for purposes of Regulation Section 1.704-1 under Code Section 704 (prior to dissolution or liquidation of the Partnership as provided in Article 8 hereof), liquidating distributions, if any, shall be made to such Partner in the ratio that the positive balance, if any, in such Partner's Capital Account, after taking into account all Capital Account adjustments provided for in Section 3.04 hereof (other than those made as a result of any such liquidating distributions), bears to the aggregate positive Capital Account balances (as so adjusted) of all Partners. Such liquidating distributions shall be made no later than the end of the taxable year during which such liquidation takes place or, if later, within 90 days after the date of such liquidation.

ARTICLE EIGHT
DISSOLUTION AND LIQUIDATION OF THE PARTNERSHIP

Section 8.01. Events Causing Dissolution.

A. The Partnership shall be dissolved on the first to occur of the following events:

(i) the entry of an order for relief with respect to the Partnership in the U.S. Bankruptcy Court;

(ii) the termination of the trust which constitutes the General Partner, unless the Partnership is continued pursuant to Section 6.05; however, it is noted that in the event that the General Partner is an individual and not a trust or other entity, then the death, bankruptcy or incapacity of such individual shall be an event of dissolution, unless the Partnership is continued pursuant to Section 6.05;

(iii) the sale of substantially all of the Partnership's assets (taken as a whole) and distribution of the proceeds therefrom unless the General Partner, with the Consent of the Limited Partners, elect to continue the Partnership; or

(iv) the decision of the General Partner to liquidate the Partnership, with the written consent of all the Limited Partners.

Dissolution of the Partnership shall be effective on the day on which the event occurs giving rise to the dissolution. The Partnership shall not be terminated until the assets of the Partnership shall have been liquidated and distributed as provided in Section 8.02. Notwithstanding the dissolution of the Partnership, prior to the termination of the Partnership, as aforesaid, the business of the Partnership and the affairs of the Partners as such shall continue to be governed by this Agreement.

B. Partners shall look solely to the assets of the Partnership for all distributions with respect to the Partnership and their Capital Contribution thereto, and shall have no recourse therefor (upon dissolution or otherwise) against the General Partner or any Limited Partner.

Section 8.02. Liquidation.

A. Upon the dissolution of the Partnership, its affairs shall be wound up and it shall be liquidated and the proceeds of such liquidation and the Partnership's other assets shall be distributed as follows:

(i) All of the Partnership's ascertained debts and liabilities to creditors, including Partners, shall be paid and discharged in the order provided by applicable law.

(ii) A reserve shall be set aside in an amount reasonably required in the judgment of the General Partner to provide for contingent or other liabilities of the Partnership.

(iii) The Partnership's Net Profit or Net Loss (including without limitation any gain or loss resulting from any sales or other dispositions of Partnership property in connection with the liquidation of the Partnership) shall be computed and shall be allocated to the Partners in accordance with Article 4 hereof, and the Partners' Capital Accounts shall be adjusted in accordance with Section 3.04 hereof.

(iv) Distribution shall be made to the Partners, in liquidation of the Partnership Interests of all of the Partners, to those Partners with positive Capital Account balances, after taking into account all Capital Account adjustments provided for in Section 3.04 hereof (other than those made as a result of any such liquidating distributions) in the ratios of such positive Capital Account balances, as so adjusted, to the extent of such balances.

(v) The remainder of the Partnership assets, if any, shall be distributed to the Partners in accordance with their Percentage Interests.

(vi) Each Partner shall receive such Partner's share of such distributions in cash and/or in kind, and the portion of such share that is received in cash may vary from Partner to Partner, all as the General Partner may in his sole discretion determine.

Notwithstanding the foregoing, if any assets of the Partnership are to be distributed in kind, such assets shall be distributed on the basis of the fair market value thereof, and any Partner entitled to any interest in such assets shall receive such interest therein as a tenant-in- common with all other Partners so entitled. If any asset is to be distributed in kind, the Partners' Capital Accounts shall be adjusted as provided for in Section 3.04 hereof (consistent with the requirements of Regulations under Sections 704(b) and 704(c) of the code) before any such distribution is made to reflect the increases or decreases to said Capital Accounts which would have occurred if such asset to be distributed, in kind had been sold for its fair market value by the Partnership immediately prior to such distribution. All such liquidating distributions shall be made by the end of the taxable year of the Partnership in which there is a liquidation of the Partnership for purposes of Paragraphs (b)(2)(ii)(b) and (b)(2)(ii)(g) of Regulation Section 1.704-1 or, if later, within 90 days after the date of such liquidation.

(vii) As soon as practicable, the remaining balance, if any, of the reserve established in accordance with Subparagraph (ii) hereof shall be distributed to Partners in the manner set forth herein,

B. Distribution of cash or property to the Partners in accordance with the provisions of Paragraph A hereof shall constitute a complete return to the Partners of their respective Partnership Interests in the Partnership assets.

C. The winding up of the Partnership's affairs and the liquidation and distribution of its assets shall, subject to the provisions of the Act, be conducted exclusively by the General Partner, which is authorized to do any and all acts authorized by law for these purposes.

ARTICLE NINE
BOOKS AND RECORDS, ACCOUNTING, REPORTS. TAX ELECTIONS, ETC.

Section 9.01. Books and Records.

The books and records of the Partnership shall be maintained by the General Partner in accordance with applicable law at the principal office of the Partnership and shall be available for examination at such location by any Partner or such Partner's duly authorized representative at any and all reasonable times for any purpose reasonably related to the Partner's interest in the Partnership.

Section 9.02. Accounting and Fiscal Year.

The Books of the Partnership shall be maintained in accordance with accounting methods employed for federal income tax reporting purposes. The Fiscal Year of the Partnership shall end December 31 of each year, unless otherwise required by Section 706 of the Code.

Section 9.03. Bank Accounts and Investments.

The funds of the Partnership shall be held in the name of the Partnership. These funds shall be deposited in the name of the Partnership in such bank accounts in such banking institutions as the General Partner shall determine, and withdrawals therefrom shall be made only in the regular course of Partnership business on such signature or signatures as the General Partner shall determine. The funds of the Partnership shall not be commingled with the funds of any other Person.

Section 9.04. Reports.

The General Partner shall deliver to the Limited Partners with respect to each Fiscal Year no later than the date prescribed for filing such information as shall be necessary for the preparation of Partners' Federal, State or other income tax returns.

Section 9.05. Section 754 Election.

The General Partner may make on behalf of the Partnership the election permitted by Section 754 of the Code with respect to adjustments to basis of Partnership property.

ARTICLE TEN
MEETINGS AND VOTING RIGHTS OF LIMITED PARTNERS

Section 10.01. Meetings.

A. Meetings of the Partnership may be called by the General Partner for any purpose. Notification of any such meeting shall be sent to all Partners. Any Notification from the General Partner shall state the purpose of the proposed meeting and the matters proposed to be acted upon thereat. Such meeting may be held at the principal office of the Partnership or at such other location as the General Partner may deem appropriate or desirable.

B. The Limited Partners may be represented in person or by proxy. No Notification of the time, place or purpose of any meeting of Partners need be given to a Limited Partner if he, she or it attends in person or is represented by proxy (except when the Limited Partner attends a meeting and objects to the meeting on the ground that the meeting is not lawfully called or convened), or if the Limited Partner in a writing executed and filed with the records of the meeting, either before or after the time thereof, waives such Notification.

ARTICLE ELEVEN
MISCELLANEOUS PROVISIONS

Section 11.01. Appointment of the General Partner as Attorney-in-Fact.

A. Each Limited Partner, including each Substituted Limited Partner, by the execution and delivery of this Agreement, irrevocably constitutes and appoints the General Partner, including any successor General Partners who or which may act singly, as such Partner's true and lawful agent and attorney-in-fact with full power and authority in such Limited Partner's name, place and stead to execute, acknowledge, deliver, swear to, file and record at the appropriate public offices such documents as may be necessary or appropriate to carry out the provisions of this Agreement, including but not limited to:

(i) all counterparts of this Agreement, and any amendment or restatement thereof, including all certificates (including the certificates) contemplated by Section 11.03C. hereof) and instruments, which the General Partner deems appropriate to organize, qualify or continue the Partnership as a limited partnership in the jurisdictions in which the Partnership may conduct business or in which such organization, qualification or continuation is, in the opinion of the General Partner, necessary or desirable to protect the limited liability of any Limited Partner;

(ii) all amendments to this Agreement adopted in accordance with the terms hereof and all instruments which the General Partner deems appropriate to reflect a change or modification of the Agreement in accordance with the terms hereof;

(iii) all documents or instruments which the General Partner deems appropriate to reflect the admission of a Partner (including any Substituted General or Limited Partner), the dissolution of the Partnership, the sales or transfers of Partnership Interests, or the initial amount or increase or reduction in amount of any Partner's Capital Contribution or reduction in any Partner's Capital Account; and

(iv) any document or instrument deemed necessary to effectuate the provisions of Section 5.01C granting authority to the General Partner as provided therein.

B. The appointment by the Limited Partners, including any Substituted Limited Partner, of the General Partner as attorney-in-fact in Section 11.01A, shall be deemed to be a power coupled with an interest, in recognition of the fact that each of the Partners under this Agreement will be relying upon the power of the General Partner to act as contemplated by this Agreement in any filing and other action on behalf of the Partnership, and shall survive, and not be affected by the subsequent Bankruptcy, death, incapacity, disability, adjudication of incompetence or insanity, or dissolution of any Person hereby giving such power or the transfer or assignment of all of a Limited Partner's Interest. The foregoing power of attorney of a transferor Partner shall survive such transfer only until such time as the transferee shall have been admitted to the Partnership as a Substituted Limited Partner and all required documents and instruments shall have been duly executed, filed and recorded to effect such substitution.

Section 11.02. Counterparts.

A. The General Partner and the Limited Partners, any Substituted Limited Partner and any Substituted General Partner shall each become a signatory hereof by signing such number of counterpart signature pages to this Agreement and such other instruments and in such manner - as the General Partner shall determine. By so signing, the Limited Partners, any Substituted Limited Partner or Substituted General Partner, as the case may be, shall be deemed to have adopted, and to have agreed to be bound by, all the provisions of this Agreement.

B. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

Section 11.03. Amendments.

A. In addition to the amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the General Partner with the Consent of the Limited Partners; provided, however, that without the consent of all of the Partners, this Agreement may not be amended so as to (i) convert the Interest of a Limited Partner into a General Partner's Interest, except as provided in Section 6.05C; (ii) modify the limited liability of a Limited Partner; (iii) alter the Interest of a Partner in Net Profits, Net Losses, gains from a sale or losses from a sale or distributions of Cash Flow, Sale Proceeds, (except in connection with the admission of a Partner to the Partnership) or reduce the percentage of Partners which is required to consent to any action hereunder; (iv) permit the General Partner to take any action prohibited by Section 5.02; or (v) modify this Section 11.03A. In addition to the amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the General Partner without notification to or Consent of the Limited Partners solely to cure any ambiguity, defect or inconsistency in this Agreement.

B. If this Agreement shall be amended as a result of adding or substituting a Limited Partner, the amendment to this Agreement shall be signed by the General Partner and by the Person to be substituted or added and, if a Limited Partner is to be substituted, by the assigning Limited Partner. If this Agreement shall be amended to reflect the withdrawal of the General Partner when the business of the Partnership is being continued, such amendment shall be signed by the successor General Partner.

C. In making any amendments, there shall be prepared and filed for recordation by the General Partner such documents and certificates as shall be required to be prepared and filed under the Act and under the laws of any other jurisdictions under which the Partnership is then formed or qualified.

Section 11.04. Binding Provisions.

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, executors, administrators, personal representatives, successors and assigns of the respective parties hereto.

Section 11.05. Applicable Law.

This Agreement shall be construed and enforced and enforced in accordance with the laws of the Commonwealth of Massachusetts.

Section 11.06. Separability of Provisions.

Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

Section 11.07. No Third Party Beneficiary.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

Section 11.08. Investment Representation.

Each Partner, by executing this Agreement, represents and warrants that its interest in the Partnership has been acquired by the Partner for the Partner's own account for investment and not with a view to resale or distribution thereof and that the Partner is fully aware that in agreeing to admit him, her or it as a Partner, the other Partners and the Partnership are relying upon the truth and accuracy of this representation and warranty.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 1st day of January, 2008.

The Chocksett Road GP Trust
General Partner

/s/ Paul F. Lavallee
Paul F. Lavallee, Trustee

CHOCKSET ROAD LIMITED PARTNERSHIP

Original Limited Partner Signature Page

The undersigned Original Limited Partners hereby execute the Agreement of Limited Partnership of Chocksett Road Limited Partnership, agree to be bound by all of the provisions of that Agreement, and authorize the attachment of this signature page to a counterpart of that Agreement executed by the General Partner of the Partnership.

Dated as of the 1st day of January, 2008.

/s/ Paul F. Lavallee

Paul F. Lavallee, Limited Partner

CHOCKSETT ROAD LIMITED PARTNERSHIP

Successor Limited Partner Signature Page

The undersigned Successor Limited Partner hereby executes the Agreement of Limited Partnership of Chocksett Road Limited Partnership, agrees to be bound by all of the provisions of that Agreement, and authorize the attachment of this signature page to a counterpart of that Agreement executed by the General Partner of the Partnership.

Dated as of the 2nd day of January, 2008.

Chocksett Road Irrevocable Trust,
u/d/t dated as of January 1, 2008

/s/ Ladd Michael Lavallee
Ladd Michael Lavallee, Trustee

/s/ Dawn Lavallee Seiple
Dawn Lavallee Seiple, Trustee

Assent of General Partner

The Chocksett Road GP Trust
u/d/t dated as of January 1, 2008

General Partner

/s/ Paul F. Lavallee
Paul F. Lavallee, Trustee

CHOCKSETT ROAD LIMITED PARTNERSHIP

SCHEDULE A

Partners and Capital Contributions

General Partner Percentage Interest	Capital Contribution
The Chocksett Road GP Trust u/d/t dated as of January 1, 2008	2% Percent
Limited Partners Percentage Interest	Capital Contributions
Paul F. Lavallee	98% Percent

CHOCKSETT ROAD LIMITED PARTNERSHIP

AMENDED SCHEDULE A

Partners and Capital Contributions

General Partner Percentage Interest	Capital Contribution
The Chocksett Road GP Trust **u/d/t dated as of January 1, 2008**	2% Percent
Limited Partners Percentage Interest	Capital Contributions
The Chocksett Road Irrevocable Trust **u/d/t dated as of January 1, 2008**	98% Percent

Exhibit 3.13

CHOCKSETT ROAD REALTY TRUST
TRUSTEES' CERTIFICATE

As an inducement to BANK OF AMERICA, N.A., to grant financial accommodations to LADD MICHAEL LAVALLEE AND DAWN LAVALLEE SEIPLE, TRUSTEES of the CHOCKSETT ROAD REALTY TRUST, established by Declaration of Trust dated March 31, 1989 (the 'Trust"), the undersigned hereby certify that they are the Trustees of the Trust, that the Trust is in full force and effect as of the date hereof, and the Trust has not been amended, terminated or dissolved, and that in such capacity as Trustee, they are authorized by and on behalf of the Trust to certify and we do hereby certify as follows:

1. Attached hereto as Schedule A is a true and complete copy of the resolutions duly adopted by all of the Beneficiaries and Trustees of the Trust, and said resolutions are in full force and effect on the date hereof and have not been altered, amended or rescinded in whole or in part.

2. Attached hereto as Schedule B is a true and complete copy of the Declaration of Trust, and any and all amendments thereto, as in effect on the date hereof.

3. Attached hereto as Schedule C is a true and complete copy of the Schedule of Beneficiaries as in effect on the date hereof.

4. Attached hereto as Schedule D is a true and complete copy of the Direction of Beneficiaries as in effect on the date hereof.

IN WITNESS WHEREOF, we have executed this documents as a sealed instruement as of the 16 day of November, 2012.

/s/ Ladd Michael Lavallee
Ladd Michael Lavallee, Trustee

/s/ Dawn Lavallee Seiple
Dawn Lavallee Seiple, Trustee

CHOCKSETT ROAD REALTY TRUST
TRUSTEES' CERTIFICATE

As an inducement to BANK OF AMERICA, N.A., to grant financial accommodations to LADD MICHAEL LAVALLEE AND DAWN LAVALLEE SEIPLE, TRUSTEES of the CHOCKSETT ROAD REALTY TRUST, established by Declaration of Trust dated March 31, 1989 (the "Trust"), the undersigned hereby certify that they are the Trustees of the Trust, that the Trust is in full force and effect as of the date hereof, and the Trust has not been amended, terminated or dissolved, and that in such capacity as Trustee, they are authorized by and on behalf of the Trust to certify and we do hereby certify as follows:

1. Attached hereto as Schedule A is a true and complete copy of the resolutions duly adopted by all of the Beneficiaries and Trustees of the Trust, and said resolutions are in full force and effect on the date hereof and have not been altered, amended or rescinded in whole or in part.

2. Attached hereto as Schedule B is a true and complete copy of the Declaration of Trust, and any and all amendments thereto, as in effect on the date hereof.

3. Attached hereto as Schedule C is a true and complete copy of the Schedule of Beneficiaries as in effect on the date hereof.

4. Attached hereto as Schedule D is a true and complete copy of the Direction of Beneficiaries as in effect on the date hereof.

IN WITNESS WHEREOF, we have executed this documents as a sealed instruement as of the 16 day of November, 2012.

Ladd Michael Lavallee, Trustee

/s/ Dawn Lavallee Seiple
Dawn Lavallee Seiple, Trustee

SCHEDULE A
RESOLUTIONS ADOPTED BY THE BENEFICIARY

a) to borrow, on behalf of the Trust, the sum of $1,500,000.00 from Bank of America, N.A. (the "Lender"), and to grant a mortgage and security agreement and collateral assignment of leases and rents for the Trust's property located 2 Northeast Boulevard, Sterling, Massachusetts in connection with said borrowing.

b) to execute, acknowledge and deliver to the Lender all loan agreements, promissory notes, mortgage and security agreements, assignments of rents and leases, guaranties and certificates, containing such terms, provisions and conditions as the Trustees shall approve.

c) to execute and deliver such other documents and instruments and to do all other things deemed necessary and desirable, by the Trustee, in its sole discretion, in order to carry out the foregoing directions, the execution of any such documents or instruments to be conclusive evidence of the proper exercise of said direction.

SCHEDULE B
DECLARATION OF TRUST

DECLARATION OP TRUST
CHOCKSETT ROAD REALTY TRUST

I, Paul P. Lavallee of 368 Whitney Street, Northboro, Worcester County, Massachusetts, hereby declare that I and my successors in trust hereunder will hold any and all property that may be conveyed to me or to them as Trustees hereunder for the sole benefit of the. Beneficiaries for the time being hereunder, upon the terms herein set forth. The term, "Trustees" wherever used herein shall include such person or persons, singular or plural, who hereafter are serving as Trustee or Trustees hereunder, and the rights, powers, authority and privileges granted hereunder to the Trustee may be exercised by such person or persons subject to the provisions hereof;

1. Name of Trust – Beneficial Interest.

The Trust hereby established may be referred to as the "Chocksett Road Realty Trust". The original Beneficiaries of this Trust are the persons listed as Beneficiaries in the Schedule of Beneficiaries this day executed by them and the Trustees and filed with the Trustees, and their interests are as there stated. No assignment or transfer of any beneficial interest say be made without the written consent of the Trustees and all of the Beneficiaries. The Trustees shall not be affected by an assignment or transfer of any beneficial interest in the trust property until receipt by the Trustees of notice that such assignment or transfer has in fact been made, nor shall the Trustees be required to recognize any equity to which any beneficial interest nay be subject. Any Trustee may without impropriety become a Beneficiary hereunder and exercise all rights of a Beneficiary with the sane effect as though he were not a Trustee.

2. Power of Trustee.

Except as hereinafter provided in case of the termination of this Trust, the Trustees shall have no power to deal in or with the Trust estate, except as directed by all the Beneficiaries.

When, as, if and to the extent specifically directed by the Beneficiaries, the Trustee shall have full power and authority to sell, assign, mortgage or otherwise dispose of all or any part of the Trust property (including without limitation, the full power and authority to delegate to any person or persons, acting singly or together with others and whether or not serving as a Trustee hereunder, full power and authority to sign checks, drafts, notes, bills of exchange, acceptances, undertakings and other instruments or orders for the payment, transfer or withdrawal of money for whatever purpose and to whomsoever payable, including those drawn to the individual order of a signer, and all waivers of demand, protest, notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed in the name of the Trust) and as lessor or as lessee to execute and deliver leases and subleases, assignments and to borrow money and to execute and deliver notes or other evidence of such borrowing, and to guaranty the liabilities, obligations and indebtedness of others, and to grant or acquire rights or easements and enter into agreements or arrangements with respect to the Trust property. Any and all instruments executed pursuant to the foregoing powers may create obligations extending over any periods of time, including periods extending beyond the date of any possible termination of the Trust. Notwithstanding any provisions contained in this Paragraph 2, no Trustee shall be required to take any action which will, in the opinion of such Trustee, involve him in any personal liability unless first indemnified to his satisfaction. Any person dealing with the Trustee shall be fully protected in accordance with the provisions of Paragraph 5 hereof.

3. Termination.

The Trust may be terminated at any time by unanimous consent of all of the Beneficiaries upon their giving notice in writing to the Trustees or by the Trustees by giving notice in writing to all of the Beneficiaries; and the Trust shall terminate in any event twenty (20) years from the date of the death of the last to survive of the Trustees named herein. In case of any such termination, the Trustees shall transfer and convey the specific assets constituting the trust estate, to the Beneficiaries according to the nature and extent of their respective interests.

4. Resignation, Removal and Appointment of Trustees.

This Declaration of Trust shall be filed or recorded in the Worcester District Registry of Deeds, Worcester, Massachusetts, and any reference herein to the "Registry of Deeds" shall wherever permitted by the context be construed to refer to said Worcester District Registry of Deeds. Any Trustee hereunder nay resign by written instrument signed and acknowledged by such Trustee and filed for record with the said Registry of Deeds. Succeeding or additional Trustees may be appointed or any Trustee may be removed by an instrument or instruments in writing signed by all of the Beneficiaries, provided in each case that such instrument or instruments or a certificate by any Trustee naming the Trustee or Trustees appointed or removed, and in the case of any appointment the acceptance in writing by the Trustee or Trustees appointed, shall be filed for record with said Registry of Deeds. Upon the appointment of any succeeding Trustee, the title to the Trust estate shall thereupon and without the necessity of any conveyance be vested in said succeeding Trustee jointly with the remaining Trustee or Trustees, if any. Each succeeding Trustee shall have all the rights, powers, authority and privileges as if named as an original trustee hereunder. No Trustee shall be required to furnish bond. This Trust instrument may be amended from time to time by an instrument in writing signed by the then Trustees hereunder and by all of the Beneficiaries, provided in each case that the instrument or amendment or a certificate by any Trustee setting forth the terms of such amendment shall be filed for record with the said Registry of Deeds.

5. Trustee's Liability.

No Trustee hereunder shall be liable for any error of judgment nor for any loss arising out of any act or omission in good faith, but shall be responsible only for his own willful breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustees. No purchaser or lender shall be under any liability to see to the application of the purchase money or of any coney or property loaned or delivered to any Trustee or to see that the terms and conditions of this Trust have been complied with. Every agreement, lease, deed, promissory note, mortgage or other instrument executed on behalf of this Trust by any Trustee hereunder, or any successor in such office shall be conclusive evidence in favor or every person relying thereon or claiming thereunder that at the time of the delivery thereof this Trust was in full force and effect and that the execution and delivery thereof was duly directed by the Beneficiaries. Any person dealing with the Trust property or the Trustees may always rely without further inquiry on a certificate signed by any person appearing from the records of said Registry of Deeds to be a Trustee hereunder as to who are the Trustees or the Beneficiaries hereunder or as to the authority of the Trustees to act or as to the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Trustees or which are in any manner germane to the affairs of the Trust.

6. Beneficiaries' Liability.

All persons extending credit to or contracting with or having any claim against the Trustees hereunder shall look only to the Trust property for any such contract or claim, so that neither the Trustees nor any Beneficiaries shall be personally liable therefor. Any instrument executed by the Trustees shall provide that the Trust property only, and not the Trustees nor the Beneficiaries individually shall be liable thereunder.

7. Transfer of Property.

Without limiting the generality of any of the foregoing provisions of this Trust instrument, or any supplement or amendment thereto, no deed or other transfer by the Trustee of any or all of the assets of the Trust shall be subject to question by reason of the fact that the Grantee or Transferee or Grantees or Transferees include or constitute some or all of the Trustees and it shall be conclusively presumed in favor of anyone dealing with the Trustees or Grantees or otherwise with respect to the trust property, that such deed or other instrument of transfer has been duly authorised by the beneficiaries, is binding upon each of then and was properly executed by the Trustees hereunder.

WITNESS the execution hereof under seal, in duplicate, by the Trustee hereinabove named this 31st day of March, 1989.

/s/ Paul F. Lavallee, - TRUSTEE
Paul F. Lavallee, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS March 31, 1989

Then personally appeared the above-named, Paul F. Lavallee, Trustee, as aforesaid, and acknowledged the foregoing to be his free act and deed, before me

/s/ [ILLEGIBLE]
Notary Public
My commission expires: 3-4-94

ATTEST: WORC, Anthony J. Vigliotti, Register

SCHEDULE C
SCHEDULE OF BENEFICIARIES

The Chocksett Road Realty Trust
Amended Schedule of Beneficial Interests

Reference is hereby made to **The Chocksett Road Realty Trust,** u/d/t dated March 31, 1989 and recorded at Worcester South District Registry of Deeds at Book 12015, Page 379 (the "Realty Trust"), of which I, **Paul F. Lavallee,** of Fort Myers Beach, Lee County, Florida, are the Settlor, Beneficiary and Trustee.

By the powers reserved in me as Settlor, Beneficiary and Trustee of the aforementioned Trust, 1 hereby set forth a first amendment of the Schedule of Beneficial Interests of the said Trust, to read as follows:

Schedule of Beneficial Interests

The Chocksett Road Limited Partnership **100%**

The undersigned, hereby certifies that as of the first day of January, 2008, that the above Schedule of Beneficial Interests is a true statement of its interests in said trust.

The Chocksett Road Limited Partnership

The Chocksett GP Trust, General Partner

/s/ Paul F. Lavallee
Paul F. Lavallee, Trustee

The undersigned trustee of **The Chocksett Road Realty Trust** hereby acknowledges the filing with him of the foregoing Schedule of Beneficial Interests as of the first day of January, 2008.

/s/ Paul F. Lavallee
Paul F. Lavallee, Trustee

SCHEDULE D
DIRECTION OF BENEFICIARIES

CHOCKSETT ROAD REALTY TRUST
DIRECTION OF BENEFICIARY

The undersigned hereby certifies that is is the sole Beneficiary of the Chocksett Road Realty Trust, established under Declaration of Trust dated March 31, 1989 and recorded with the Worcester District Registry of Deeds in Book 12015, Page 379 (the "Trust"), and hereby authorizes and directs Ladd Michael Lavallee and Dawn Lavallee Seiple, as Trustees of the Trust, to take the following actions:

a) to borrow, on behalf of the Trust, the sum of $ 1,500,000.00 from Bank of America, N.A. (the "Lender"), and to grant a mortgage and security agreement and collateral assignment of leases and rents for the Trust's property located 2 Northeast Boulevard, Sterling, Massachusetts in connection with said borrowing.

b) to execute, acknowledge and deliver to the Lender all loan agreements, promissory notes, mortgage and security agreements, assignments of rents and leases, guaranties and certificates, containing such terms, provisions and conditions as the Trustees shall approve.

c) to execute and deliver such other documents and instruments and to do all other things deemed necessary and desirable, by the Trustee, in its sole discretion, in order to carry out the foregoing directions, the execution of any such documents or instruments to be conclusive evidence of the proper exercise of said direction.

Executed as a sealed instrument as of the 16 day of November ,2012.

CHOCKSETT ROAD LIMITED PARTNERSHIP - BENEFICIARY

Chocksett Read GP Trust – General Partner

By: /s/ Paul Lavallee
Paul Lavallee, Trustee

CROSS REFERENCE:
Book 12015, Page 379
Worcester District Registry of Deeds

PREPARED BY AND UPON RECORDING RETURN TO:
Allysa P. Hopson, Esq.
Bryan Cave Leighton Paisner LLP
1201 West Peachtree Street NW
14th Floor
Atlanta, Georgia 30309

[Space Above This Line for Recording Purposes]

THE CHOCKSETT ROAD REALTY TRUST
APPOINTMENT OF TRUSTEE
BY
CHOCKSETT ROAD LIMITED PARTNERSHIP

August 31, 2018

Chocksett Road Limited Partnership, a Massachusetts limited partnership, being the sole beneficiary (the "Beneficiary") of The Chocksett Road Realty Trust (the "Trust") pursuant to that certain Declaration of Trust dated March 31, 1989 and recorded in the records of the Worcester District Registry of Deeds in Book 12015, Page 379 (the "Declaration of Trust), does hereby consent, pursuant to Section 4 of the Declaration of Trust, to the adoption of the following resolutions, as of the date above:

WHEREAS, the Beneficiary desires to accept the resignations of the existing trustees of the Trust;

WHEREAS, the Beneficiary desires to appoint a successor trustee; and

WHEREAS, the Beneficiary has determined that the following resolutions are in the best interests of the Trust.

NOW, THEREFORE, BE IT:

APPOINTMENT OF TRUSTEE

RESOLVED, that each of the current trustees of the Trust be, and they hereby are, removed from their offices as Trustees, effective immediately;

RESOLVED, that the following person is appointed to be a successor trustee of the Trust, pursuant to the Declaration of Trust, to serve until his successor shall be duly appointed and qualified:

Laddawn, Inc., a Massachusetts corporation

GENERAL RESOLUTIONS

RESOLVED, that the proper officers of the Beneficiary be, and each of them hereby is, authorized and directed to take all such further action and to negotiate, execute and deliver all such further agreements, instruments, documents and financing statements in the name and on behalf of the Beneficiary and under their corporate seal or otherwise, and to pay all such expenses and taxes as such officer or officers shall, in his or their sole discretion, determine to be necessary, proper or advisable in order to carry out the intent and to accomplish the purposes of the resolutions adopted hereby and that all actions heretofore taken by the officers of the Beneficiary in connection with the subject of the foregoing resolutions be, and each of them hereby is approved, ratified and confirmed in all respects as the act and deed of the Beneficiary; and

RESOLVED, that as used herein, the term "proper officers" shall mean the Chief Executive Officer, President, Chief Financial Officer, any Executive Vice President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, or any of them.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the undersigned has duly executed this Appointment of Trustee effective as of the date first written above.

BENEFICIARY:

CHOCKSETT ROAD LIMITED PARTNERSHIP

By: Berry Global, Inc, its general partner

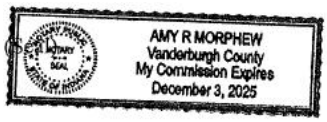
By: /s/ Jason K. Greene
Name: Jason K. Greene
Title: Executive Vice President, General Counsel and Secretary

STATE OF Indiana }

}

COUNTY OF Vanderburgh }

On this 31 day of Aug, 2018, before me, the undersigned notary public, personally appeared JASON K. GREENE, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he executed the same in his capacity as an officer of Berry Global, Inc., the general partner of Chocksett Road Limited Partnership, and being authorized to do so, executed the foregoing document for its stated purpose.



Amy R. Monphew

Notary Public

My commission expires: 12-3-2025

[*Signature Pages Continue on Following Page*]

[*Signature Pages Continued from Previous Page*]

Laddawn, Inc., a Massachusetts corporation, acknowledges and accepts this appointment as Trustee of The Chocksett Road Realty Trust dated March 31, 1989, pursuant to Section 4 of said Declaration of Trust, effective immediately.

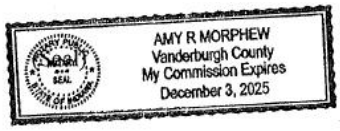
IN WITNESS WHEREOF, the undersigned has duly executed this Appointment of Trustee effective as of the date first written above.

LADDAWN, INC.

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

STATE OF Indiana }
}
COUNTY OF Vanderburgh }

On this 31 day of Aug, 2018, before me, the undersigned notary public, personally appeared JASON K. GREENE, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he executed the same in his capacity as an officer of Laddawn, Inc., and being authorized to do so, executed the foregoing document for its stated purpose.



Amy R. Monphew

Notary Public

My commission expires: 12-3-2025

ATTEST: WORC. Anthony J. Vigliotti, Register

Exhibit 3.15

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $500.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Certificate of Organization
(General Laws, Chapter)

Federal Employer Identification Number: 001029579 *(must be 9 digits)*

1. The exact name of the limited liability company is: DUMPLING ROCK, LLC

2a. Location of its principal office:

No. and Street:	2 NORTHEAST BOULEVARD			
City or Town:	STERLING	State: MA	Zip: 01564	Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street:	2 NORTHEAST BOULEVARD			
City or Town:	STERLING	State: MA	Zip: 01564	Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

THE GENERAL CHARACTER OF THE BUSINESS OF THE LLC IS TO ACQUIRE BY PURCHASE OR LEASE OR OTHERWISE, LAND AND INTEREST IN LAND, AND TO OWN, HOLD, IMPROVE, SUBDIVIDE, DEVELOP AND MANAGE ANY REAL ESTATE SO ACQUIRED AND TO ERECT OR CAUSE TO BE ERECTED ON ANY LAND OWNED, HELD OR OCCUPIED BY THIS COMPANY, BUILDINGS OR OTHER STRUCTURES, WITH THEIR APPURTENANCES, AND TO REBUILD, ENLARGE, ALTER, IMPROVE OR REMOVE ANY BUILDINGS OR OTHER STRUCTURES NOW OR WHENEVER ERECTED ON ANY LAND SO OWNED, HELD OR OCCUPIED, AND TO MORTGAGE, SELL, LEASE OR OTHERWISE DISPOSE OF ANY LAND OR INTERESTS IN LAND AND IN BUILDINGS OR OTHER STRUCTURES, AND ANY STORES, WAREHOUSES, SHOPS, OFFICES, SUITES, ROOMS OR PARTS OF ANY BUILDING OR OTHER STRUCTURE AT ANY TIME OWNED OR HELD BY THIS COMPANY AND TO CARRY ON ANY AND ALL BUSINESSES AND ACTIVITIES PERMITTED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS TO A LIMITED LIABILITY COMPANY ORGANIZED UNDER GENERAL LAWS, CHAPTER 156C, AS AMENDED FROM TIME TO TIME.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name:	DAWN L. SEIPLE			
No. and Street:	2 NORTHEAST BOULEVARD			
City or Town:	STERLING	State: MA	Zip: 01564	Country: USA

I, DAWN L. SEIPLE resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	DAWN L. SEIPLE	2 NORTHEAST BOULEVARD STERLING, MA 01564 USA
SOC SIGNATORY	LADD LAVALLEE	2 NORTHEAST BOULEVARD STERLING, MA 01564 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	DAWN L. SEIPLE	2 NORTHEAST BOULEVARD STERLING, MA 01564 USA
REAL PROPERTY	LADD LAVALLEE	2 NORTHEAST BOULEVARD STERLING, MA 01564

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 2 Day of June, 2010,
DAWN L. SEIPLE

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on: June 02, 2010 12:28 PM

/s/ WILLIAM FRANCIS GALVIN

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

CERTIFICATE OF ORGANIZATION

Pursuant to the provisions of the Massachusetts Limited Liability Company Act (the "Act"), the undersigned hereby certifies as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby (the "LLC") is Dumpling Rock, LLC.

2. Office of the Limited Liability Company. The address of the office of the LLC in the Commonwealth required to be maintained by Section 5 of the Act is 2 Northeast Boulevard, Sterling, Massachusetts 01564.

3. Agent for Service of Process. The name and address of the resident agent for service of process for the LLC is Dawn L. Seiple, 2 Northeast Boulevard, Sterling, Massachusetts 01564.

4. Date of Dissolution. The LLC is to have no specific date of dissolution.

5. Manager. At the time of formation of the LLC, there are no managers.

6. Execution of Documents. Ladd Lavallee and Dawn L. Seiple, or either of them acting singly, are authorized to execute any documents to be filed with the Secretary of the Commonwealth of Massachusetts.

7. Business of the LLC. The general character of the business of the LLC is to acquire by purchase or lease or otherwise, land and interest in land, and to own, hold, improve, subdivide, develop and manage any real estate so acquired and to erect or cause to be erected on any land owned, held or occupied by this company, buildings or other structures, with their appurtenances, and to rebuild, enlarge, alter, improve or remove any buildings or other structures now or whenever erected on any land so owned, held or occupied, and to mortgage, sell, lease or otherwise dispose of any land or interests in land and in buildings or other structures, and any stores, warehouses, shops, offices, suites, rooms or parts of any building or other structure at any time owned or held by this company and to carry on any and all businesses and activities permitted by the laws of the Commonwealth of Massachusetts to a limited liability company organized under General Laws, Chapter 156C, as amended from time to time.

8. Execution of Documents Relating to Real Property. Ladd Lavallee and Dawn L. Seiple, or either of them acting singly, are authorized to execute, acknowledge, deliver and record any recordable instrument on behalf of the LLC purporting to affect an interest in real property, whether to be recorded with a registry of deeds or a district office of the Land Court.

9. Effective date: The effective date of organization of the LLC shall be the date this Certificate of Organization is approved and filed by the Secretary of the Commonwealth.

IN WITNESS WHEREOF, the undersigned hereby affirms under the penalties of perjury that the facts stated herein are true, this 27th day of May, 2010.

/s/ Dawn L. Seiple

Dawn L. Seiple, Organizer

DUMPLING ROCK, LLC

Acceptance of Appointment as Registered Agent

I hereby accept the appointment as registered agent for service of process for the above-named Massachusetts limited liability company, and I agree to act in this capacity.

Dated: May 27, 2010

/s/ Dawn L. Seiple

Dawn L. Seiple
2 Northeast Boulevard
Sterling, MA 01564

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

June 2, 2010

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

DUMPLING ROCK, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 2, 2010.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **NONE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **DAWN L. SEIPLE, LADD LAVALLEE**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **DAWN L. SEIPLE, LADD LAVALLEE**

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

/s/ [ILLEGIBLE]
Secretary of the Commonwealth

Processed By:sam

CERTIFICATE OF AMENDMENT

DUMPLING ROCK, LLC

Pursuant to the provisions of the Massachusetts Limited Liability Company Act the “Act”), the undersigned hereby certifies as follows:

1. Name of the Limited Company. The name of the limited liability company formed hereby (the “LLC”) is Dumpling Rock, LLC.

2. The Certificate of Organization was filed on June 2, 2010.

3. Office of the Limited Liability Company. The address of the office of the LLC in the Commonwealth required to be maintained by Section 5 of the Act is 155 Jackson Road, Devens, MA 01434.

4. Agent for Service of Process. The name and address of the resident agent for service process for the LLC is Dawn L. Seiple, 155 Jackson Road, Devens, MA 01434.

5. Manager. At the time of formation of the LLC, there are no managers.

6. Execution of Documents. Ladd Lavallee and Dawn L. Seiple, or either of them acting singly, are authorized to execute any documents to be filed with the Secretary of the Commonwealth of Massachusetts.

7. Busmess of the LLC. The general character of the business of the LLC is to acquire by purchase or lease or otherwise, land and interest in land, and to own, hold improve subdivide, develop and manage any real estate so acquired and to erect or cause to be erected on any land owned, held or occupied by this company, buildings or other structures, with their appurtenances, and to rebuild, enlarge, alter, improve or remove any buildings or other structures now or whenever erected on any land so owned, held or occupied, and to mortgage, sell, lease or otherwise dispose of any land or interests in land and m buildings or other structures, and any stores, warehouses, shops, offices, suites rooms or parts of any building or other structure at any time owned or held by this company and to carry on any and all businesses and activities permitted by the laws of the Commonwealth of Massachusetts to a limited liability company organized under General Laws, Chapter 156C, as amended from time to time.

8. Execution of Documents Relating to Real Property. Ladd Lavallee and Dawn L. seiple, or either of them acting singly, are authorized to execute, acknowledge, deliver and record any recordable instrument on behalf of the LLC purporting to affect an interest in real property, whether to be recorded with a registry of deeds or a district office of the Land Court.

9. The amendments to the Certificate of Organization are as follows:

The Managers of the LLC are:

Ladd Lavallee
155 Jackson Road
Devens, MA 01434

Dawn L. Seiple
155 Jackson Road
Devens, MA 01434

10. Effective date: The effective date of the Certificate of Amendment shall be upon the filing and approve of the Certificate of Amendment with the Secretary of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the undersigned hereby affirms under the penalties of perjury that the facts stated herein are true, this 15th day of June, 2015.

/s/ Dawn L. Seiple
Dawn L. Seiple, Manager

MA SOC Filing Number: 201535500980 Date: 6/22/2015 9:11:00 AM

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $100.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Certificate Of Amendment
(General Laws, Chapter)

Identification Number: 272763918

The date of filing of the original certificate of organization: 6/2/2010

1.a. Exact name of the limited liability company: DUMPLING ROCK, LLC

1.b. The exact name of the limited liability company *as amended,* is: DUMPLING ROCK, LLC

2a. Location of its principal office:

No. and Street:	155 JACKSON ROAD			
City or Town:	DEVENS	State: MA	Zip: 01434	Country: USA

3. *As amended,* the general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name:	DAWN L. SEIPLE			
No. and Street:	155 JACKSON ROAD			
City or Town:	DEVENS	State: MA	Zip: 01434	Country: USA

6. The name and business address of each manager, if any:

Title	**Individual Name** First, Middle, Last, Suffix	**Address** (no PO Box) Address, City or Town, State, Zip Code
MANAGER	LADD LAVALLEE	155 JACKSON ROAD DEVENS, MA 01434 USA
MANAGER	DAWN L. SEIPLE	155 JACKSON ROAD DEVENS, MA 01434 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	**Individual Name** First, Middle, Last, Suffix	**Address** (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	LADD LAVALLEE	155 JACKSON ROAD DEVENS, MA 01434 USA
SOC SIGNATORY	DAWN L. SEIPLE	155 JACKSON ROAD DEVENS, MA 01434 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	LADD LAVALLEE	155 JACKSON ROAD DEVENS, MA 01434 USA
REAL PROPERTY	DAWN L. SEIPLE	155 JACKSON ROAD DEVENS, MA 01434 USA

9. Additional matters:

10. State the amendments to the certificate:

1. THE AMENDMENTS TO THE CERTIFICATE OF ORGANIZATION ARE AS FOLLOWS: THE MA NAGERS OF THE LLC ARE: LADD LAVALLEE 155 JACKSON ROAD DEVENS, MA 01434 DAWN L. SEIPLE 155 JACKSON ROAD DEVENS, MA 01434

11. The amendment certificate shall be effective when filed unless a later effective date is specified:

SIGNED UNDER THE PENALTIES OF PERJURY, this 22 Day of June, 2015, DAWN L. SEIPLE, **Signature of Authorized Signatory.**

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

June 22, 2015 09:11 AM

/s/ William Francis Galvin

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Exhibit 3.16

DUMPLING ROCK, LLC

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

DUMPLING ROCK, LLC

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (the "Agreement") is entered into as of the 24th day of August, 2018 (the "Effective Date"), by BERRY GLOBAL, INC., a Delaware corporation, as the sole member (the "Member") of Dumpling Rock, LLC (the "Company"), a limited liability company organized pursuant to the provisions of the Massachusetts Limited Liability Company Act, General Laws Chapter 156C, § 1, *et. seq.,* as amended from time to time (the "Act"), and amends and restates the Operating Agreement of the Company dated as of May 27, 2010, as amended by that certain Amendment and Ratification of Operating Agreement dated January 20, 2015 (collectively, the "Existing Agreement"), in its entirety as follows.

RECITALS

WHEREAS, the Member desires to amend and restate the Existing Agreement.

AGREEMENT

NOW, THEREFORE, the Member and the Company agree as follows:

ARTICLE 1

FORMATION

Section 1.1 Name.

The name of the limited liability company heretofore formed and continued hereby is Dumpling Rock, LLC, and all business of the Company shall be conducted under that name or under any other name approved by the Manager (as defined herein), but in any case, only to the extent permitted by applicable law.

Section 1.2 Registered Agent and Office.

The Company's initial registered agent for service of process and registered office shall be Corporation Service Company (CSC) at 84 State Street, Boston, Massachusetts 02109, Suffolk County. The Manager may, from time to time, pursuant to the relevant provisions of the Act, change the registered agent or office.

Section 1.3 Business Purpose.

The business of the Company shall be to engage in any lawful business or activity permitted by the Act. Subject to the terms of this Agreement, the Company shall have all powers of a limited liability company under the Act, this Agreement and all other law.

Section 1.4 Formation and Term.

The Company was formed by the filing of the Certificate of Organization of the Company with the Secretary of the Commonwealth of Massachusetts on June 2, 2010. The term of the Company shall be perpetual until dissolved in accordance with this Agreement.

Section 1.5 Certificates and Authorized Person.

The Manager is hereby designated an "authorized person" within the meaning of the Act. The Manager shall execute, deliver, and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

ARTICLE 2

MANAGEMENT

Section 2.1 Management.

(a) The management of the Company shall be vested in one or more Managers. The Manager may, at its discretion, delegate such powers and duties to Officers of the Company as it deems appropriate.

(b) The Manager shall have authority to conduct all ordinary business, as described in Section 1.3 of this Agreement, on behalf of the Company, and may execute and deliver on behalf of the Company any contract, conveyance, note or similar document; *provided, however,* that without the consent of the Member, no Manager or Officer shall have the authority to:

(i) take any act in contravention of this Agreement;

(ii) confess a judgment against the Company;

(iii) merge or consolidate the Company with or into any other entity or change or reorganize the Company into any other legal form;

(iv) file a voluntary petition in bankruptcy or for reorganization or for adoption of an arrangement under any state or federal bankruptcy laws;

(v) execute or deliver any general assignment for the benefit of creditors of the Company or permit the entry of an order of relief against the Company under any state or federal bankruptcy laws;

(vi) admit additional Members to the Company; or

(vii) sell or transfer all, or substantially all, of the assets of the Company.

Section 2.2 Appointment of Manager.

The Member shall set the number of Managers. The initial number of Managers is one (1) and the initial Manager is Berry Global, Inc. The compensation of the Manager, if any, shall be set by the Member.

Section 2.3 Resignation and Removal of Manager.

A Manager shall hold office until such Manager's successor is appointed by the Member or until such Manager's earlier resignation, dissolution or removal by the Member. A Manager may resign at any time upon written notice to the Member, and a Manager may be removed with or without cause by the Member.

ARTICLE 3

MEMBER

Section 3.1 Authority of the Member.

The Member hereby continues as the sole member of the Company upon its execution of a counterpart signature page to this Agreement. Except as provided in Section 3.2, the Member shall not, other than in its capacity as a Manager, participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company.

Section 3.2 Rights of the Member.

The Member shall have the following rights:

(a) the Member may elect to dissolve the Company;

(b) the Member may consent to any actions specifically requiring its consent or approval pursuant to this Agreement or the Act; and

(c) the Member may take any other action specifically authorized pursuant to this Agreement.

Section 3.3 Cessation Event.

A Member shall not cease to be a Member upon the occurrence of any one or more of the events provided in Section 39 of the Act.

ARTICLE 4

DISTRIBUTIONS TO THE MEMBER

Section 4.1 Distributions.

The Company may distribute available cash or other property to the Member at such times and in such amounts as determined by the Manager; *provided,* that upon the dissolution of the Company as provided in Article 10, distributions shall be made in accordance with Section 11.2.

Section 4.2 Limitations Upon Distributions.

No distribution shall be made to the Member if, in the sole discretion of the Manager, (a) the Company would not be able to pay its debts as they become due in the usual course of business; (b) the Company's total assets would be less than the sum of its total liabilities; or (c) such distribution would otherwise constitute a violation of the Act.

Section 4.3 Interest on and Return of Capital Contributions.

The Member shall not be entitled to interest on its capital contributions or to a return of its capital contributions, except as otherwise specifically provided for in this Agreement.

ARTICLE 5

TITLE TO COMPANY PROPERTY

All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, the Member shall not have an ownership interest in any Company property in its individual name or right, and the Member's interest in the Company shall be personal property for all purposes.

ARTICLE 6

LIABILITY AND INDEMNIFICATION

Section 6.1 Exculpation.

Except as otherwise provided herein, no Member, Manager or Officer will be liable to the Company or to any Member for any act or failure to act pursuant to this Agreement or otherwise to the maximum extent permitted under the Act or by any other law. No Member, Manager or Officer will be liable to the Company or to any Member for such Member's, Manager's or Officer's good faith reliance on the provisions of this Agreement, the records of the Company and upon such information, opinions, reports or statements presented to the Company by any of its other Managers, Members, Officers, employees, or by any other person, as to matters such Member, Manager or Officer reasonably believes are within such person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports, or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to Members may be paid.

Section 6.2 Indemnification.

The Company shall indemnify, defend and hold harmless, each Member, Manager, and Officer and their respective affiliates, and any and all officers, directors, shareholders, members, managers, employees, and agents of any of the foregoing (each, an "Indemnitee") to the fullest extent permitted under the Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, to the fullest extent permitted by law, only to the extent that such amendment permits the Company to provide broader indemnification rights than said Act permitted the Company to provide prior to such amendment), and by any other law, from and against any and all losses, claims, demands, costs, damages, liabilities, joint or several, expense of any nature (including attorneys' fees and disbursements), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnitee may be involved, or threatened to be involved as a party or otherwise, relating to the performance or nonperformance of any act concerning the activities of the Company; provided, however that, except as otherwise provided herein, the Company shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Manager. Expenses, including attorney fees, incurred by any such Indemnitee in defending a proceeding will, to the extent of available funds, as determined by the Manager, be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking satisfactory to the Manager by or on behalf of such Indemnitee to repay such amount in the event of a final determination that such Indemnitee is not entitled to be indemnified by the Company. Any indemnification provided hereunder will be satisfied solely out of the assets of the Company, as an expense of the Company. Rights under this Section 6.2 are cumulative of the rights under other provisions of this Agreement. Rights under this Section 6.2 will not limit other rights which any person may have at law, by statute or otherwise, including common law rights to subrogation, indemnification, reimbursement or contribution and similar rights under applicable law. Rights of a person under this Section 6.2 will survive any change in the relationship between the Company and such person or its affiliates. A person's rights under this Section 6.2 will not be limited by any amendment made to this Agreement after the date the person acts or refrains from taking action in reliance on such rights, unless the person otherwise agrees. It is expressly recognized that each person named in this Section 6.2 is a third-party beneficiary of this Agreement and may enforce its rights allowed by this Section 6.2.

ARTICLE 7

OFFICERS

Section 7.1 General Provisions.

The officers of the Company (the "Officers") may consist of (i) a Chief Executive Officer, (ii) a Chief Financial Officer, (iii) a Secretary, (iv) a Treasurer, (v) one or more Executive Vice Presidents, (vi) one or more Vice Presidents, and (vii) such other Officers as may be elected by the Manager or appointed as provided in this Agreement. Any two or more offices may be held by the same person, and Officers need not be Members or Managers of the Company. Each Officer shall have such functions, authority, power and duties as customarily pertain to such offices of a business corporation or as may be prescribed by the Manager. Specifically, the Chief Executive Officer shall be responsible for the general and active management of the day-to-day business of the Company. The Chief Executive Officer shall have authority to conduct all ordinary business on behalf of the Company, subject to the control of the Manager. Any Officer may execute and deliver on behalf of the Company any contract, conveyance, note or similar document approved by the Manager for his or her signature and those day-to-day documents not expressly requiring approval by the Manager or the Member.

Section 7.2 Salaries.

The salary and other compensation of each Officer, if any, shall be set by the Manager.

Section 7.3 Election and Appointment of Officers.

The Manager may elect Officers of the Company. In addition, the Chief Executive Officer shall have the power to appoint and to delegate the power to appoint such officers as the Chief Executive Officer may deem appropriate. Each Officer shall serve for the term of office for which he or she is elected or appointed and until his or her successor has been elected or appointed and has qualified, or his or her earlier resignation, removal from office, or death.

Section 7.4 Removal of Officer.

Any Officer of the Company may be removed as an Officer, with or without cause, by the Manager. Any Officer of the Company appointed by another Officer may be removed as an Officer, with or without cause, by an Officer.

ARTICLE 8

SEPARATENESS/OPERATIONS MATTERS

The Company shall:

(a) maintain books and records separate from those of any other person;

(b) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;

(c) observe all customary organizational and operational formalities;

(d) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;

(e) prepare separate tax returns, if necessary, and separate financial statements;

(f) conduct business in its own name; and

(g) account for its assets and funds separately from those of any other person.

ARTICLE 9

DISPOSITION OF MEMBERSHIP INTEREST AND ADMISSION OF ASSIGNEES

AND ADDITIONAL MEMBERS

Section 9.1 Disposition.

The Member's interest in the Company is transferable either voluntarily or by operation of law. The Member may dispose of all or a portion of the Member's interest. Notwithstanding any provision of the Act to the contrary and at the discretion of the transferring Member, the transferee of the Member's interest in the Company may be admitted as a Member upon the completion of the transfer without further action. If such transfer results in more than one Member, the provisions of this Agreement shall continue until such time as the Members enter into a new Limited Liability Company Agreement.

Section 9.2 Admission of Additional Members.

The Member may admit additional Members and determine the capital contribution associated therewith, and thereafter, the provisions of this Agreement shall continue until such time as the Members enter into a new Limited Liability Company Agreement.

ARTICLE 10

DISSOLUTION

The Company shall be dissolved only upon election by the Member or in the event of a judicial dissolution as contemplated under Section 43(5) of the Act. Dissolution of the Company shall be effective on the date designated by the Member in the event of dissolution by election of the Member.

ARTICLE 11

WINDING UP

Section 11.1 Winding Up.

Upon dissolution, the Company shall cease carrying on, as distinguished from the winding up of the Company business, but the Company is not terminated, but continues until the winding up of the affairs of the Company is completed and the certificate of termination has been filed by the Secretary of State.

Section 11.2 Liquidation.

Upon the winding up of the Company, the Company property shall be distributed:

(a) to creditors, including the Member if it is a creditor, to the extent permitted by law, in satisfaction of Company liabilities; and

(b) thereafter, to the Member.

Such distributions shall be in cash, property other than cash, or partly in both, as determined by the Manager.

ARTICLE 12

GENERAL PROVISIONS

Section 12.1 Headings.

The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

Section 12.2 Governing Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts (without regard to conflict of laws principles).

Section 12.3 Severability.

In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

Section 12.4 Waivers.

No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

Section 12.5 Agreement; Effect of Inconsistencies with Act.

This Agreement shall govern the existence and organization of the Company, and except to the extent a provision of this Agreement is expressly prohibited or ineffective under the Act, this Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule.

Section 12.6 Conflicts with the Act.

If any particular provision herein is construed to be in conflict with the provisions of the Act, the provisions of this Agreement shall control to the fullest extent permitted by applicable law. Any provision found to be invalid or unenforceable shall not affect or invalidate the other provisions hereof, and this Agreement shall be construed in all respects as if such conflicting provision were omitted.

Section 12.7 Amendments.

Except as expressly provided herein, any amendment to this Agreement must be made in writing and approved by the Member.

Section 12.8 Heirs, Successors and Assigns.

The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

Section 12.9 Creditors.

None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or, except as otherwise provided in Article 6, by any person not a party hereto.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the sole Member has executed this Agreement effective as of the Effective Date.

MEMBER:

Berry Global, Inc.

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

Agreement of Manager as of the Effective Date. The undersigned Manager hereby agrees to be the Manager of the Company pursuant to the Amended and Restated Limited Liability Company Agreement and hereby agrees to abide by the provisions of the Amended and Restated Limited Liability Company Agreement and the Act, to the extent applicable, as they relate to the activities of the Manager and the operation of the Company.

MANAGER:

Berry Global, Inc.

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

SIXTH AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP AND LIMITED PARTNERSHIP AGREEMENT

OF

GRAFCO INDUSTRIES LIMITED PARTNERSHIP

(A MARYLAND LIMITED PARTNERSHIP)

This Sixth Amended and Restated Agreement of Limited Partnership and Limited Partnership Agreement (the "Agreement") is entered into this 3rd day of October 2006 and is intended to be effective as of the 3rd day of October 2006 (the "Effective Date") to the fullest extent permitted by law, by and among Caplas Neptune, LLC, a Delaware limited liability company with its principal place of business located at 251 Circle Drive North, Piscataway, NJ 08854, as the general partner (the "General Partner") and Caplas LLC, a Delaware limited liability company with its principal place of business located at 251 Circle Drive North, Piscataway, NJ 08854, as the limited partner (the "Limited Partner"), for the purpose of continuing Grafco Industries Limited Partnership ("Grafco"), a limited partnership under the laws of the State of Maryland (the "Partnership"). The General Partner and the Limited Partner (and any other Person who become Limited Partners pursuant to the terms of this Agreement) are hereinafter sometimes referred to individually as a "Partner" and collectively as the "Partners". This Agreement amends and restates in its entirety the Fifth Amended and Restated Certificate of Limited Partnership and Limited Partnership Agreement of the Partnership dated as of February 28, 2004, and effective as of January 1, 2003 and all prior Certificates of Limited Partnership and Limited Partnership Agreements of the Partnership.

The General Partner and the Limited Partner hereby agree as follows:

1. Name. The name of the limited partnership is Grafco Industries Limited Partnership (the "Partnership").

2. Purpose. The Partnership is continued for the object and purpose of, and the nature of the business to be conducted and promoted by the Partnership is, engaging in any lawful act or activity for which limited partnerships may be formed under the Maryland Revised Uniform Limited Partnership Act Md. Code Ann., Corps & Ass'ns § 10-101 *et seq.* (the "Act") and engaging in any and all activities necessary or incidental to the foregoing.

3. Principal Place of Business, Registered Agent. The principal place of business of the Partnership shall be located at 7447 Candlewood Road, Hanover, Maryland 21076, or at such other location as may hereafter be determined by the General Partner. The General Partner shall notify the Limited Partner of any change in the principal place of business of the Partnership. The name and address of the resident agent of Partnership in Maryland is: John A. Scaldara, Esq., Scaldara and Potler, LLP, One North Charles Street, Suite 1200, Baltimore, Maryland 21201. This resident agent is an individual actually residing in the State of Maryland.

4. Partners. The names and the business, residence or mailing addresses of the General Partner and the Limited Partners are as follows:

General Partner:

Caplas Neptune, LLC
c/o Captive Plastics, Inc.
251 Circle Drive North
Piscataway, NJ 0884

Limited Partner:

Caplas LLC
c/o Captive Plastics, Inc.
251 Circle Drive North
Piscataway, NJ 0884

5. Powers. The powers of the General Partner include all powers, statutory and otherwise, possessed by general partners under the Act. The General Partner shall have any and all powers which are necessary or desirable to carry out the purposes and business of the Partnership.

6. Dissolution. The Partnership shall dissolve, and its affairs shall be wound up at such earlier time as (a) all of the partners of the Partnership approve in writing, (b) an event of withdrawal of a general partner has occurred under the Act, or (c) an entry of a decree of judicial dissolution has occurred under the Act; provided, however, the Partnership shall not be dissolved or required to be wound up upon an event of withdrawal of a general partner described in Section 5(b) if (i) at the time of such event of withdrawal, there is at least one (1) other general partner of the Partnership who carries on the business of the Partnership (any remaining general partner being hereby authorized to carry on the business of the Partnership), or (ii) within ninety (90) days after the occurrence of such event of withdrawal, all remaining partners agree in writing to continue the business of the Partnership and to the appointment, effective as of the date of the event of withdrawal, of one (1) or more additional general partners of the Partnership.

7. Issuance of Partnership Interests. Schedule I hereto sets forth the number of partnership interests (the "Interests") of the Partnership that have been issued to the Partners. The Interests shall not be transferable without the prior written consent of the General Partner. The Interests will be deemed to be "securities" within the meaning of Section 8-102(a)(15) and as provided by Section 8-103(c) of the Uniform Commercial Code as in effect from time to time in the State of Maryland or analogous provisions in the Uniform Commercial Code in effect in any other jurisdiction. The Interests shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by a Unit certificate. Each such certificate shall bear a legend substantially in the following form:

"This certificate evidences a Partnership Interest in Grafco Industries Limited Partnership and shall be a security within the meaning of Article 8 of the Uniform Commercial Code.

The Partnership Interest in Grafco Industries Limited Partnership represented by this certificate is subject to the conditions specified in the Sixth Amended and Restated Agreement of Limited Partnership of Grafco Industries Limited Partnership dated as of October 3, 2006, as it may be amended from time to time, including, without limitation, transfer restrictions. A copy of such Sixth Amended and Restated Agreement of Limited Partnership as in effect from time to time will be furnished without charge by Grafco Industries Limited Partnership to the holder hereof upon written request.

This Partnership Interest in Grafco Industries Limited Partnership has not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and may not be sold or transferred in absence of an effective registration statement under the Securities Act or an exemption from registration thereunder."

8. Contributions. No partner of the Partnership is required to make any capital contribution to the Partnership.

9. Allocation of Profits and Losses. The Partnership's profits and losses shall be allocated in proportion to the capital contributions of the partners of the Partnership.

10. Distributions. Distributions shall be made to the partners of the Partnership at the times and in the aggregate amounts determined by the General Partner. Such distributions shall be allocated among the partners of the Partnership in the same proportion as their then capital account balances.

11. Interests/Assignments.

(a) One (1) or more additional or substitute limited partners of the Partnership may not be admitted to the Partnership without the consent of the General Partner.

(b) One (1) or more additional or substitute general partners of the Partnership may not be admitted without the consent of the Limited Partner and the General Partner.

(c) No rights in the Partnership may be conferred upon any person, whether or not a partner in the Partnership, and no Interest in the Partnership may be created, modified, reclassified, issued or distributed without the consent of the General Partner.

12. Limited Liability of Limited Partner. The Limited Partner shall not have any liability for the obligations or liabilities of the Partnership except to the extent provided in the Act.

13. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Maryland, all rights and remedies being governed by said laws.

14. Amendments. This Agreement and any certificate of limited partnership of the Partnership may be amended or restated only upon the written consent of the General Partner.

****

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Sixth Amended and Restated Certificate of Limited Partnership and Agreement of Limited Partnership as of the date above first written.

GENERAL PARTNER:

CAPLAS NEPTUNE, LLC

By: _____
Name: Peter Martin
Title: President and Chief Operating Officer

Attest: _____
David Smith, Secretary

LIMITED PARTNER:

CAPLAS LLC

By: _____
Name: Peter Martin
Title: President and Chief Operating Officer

Attest: _____
David Smith, Secretary

SCHEDULE I

Names	Partnership Interests Issued
General Partner:	
Caplas Neptune, LLC	1% General Partner Interest
Limited Partner:	
Caplas LLC	99% Limited Partner Interest

CORPORATE CHARTER APPROVAL SHEET

****EXPEDITED SERVICE**** **** KEEP WITH DOCUMENT ****

DOCUMENT CODE 21 BUSINESS CODE _____

D 10310070

Close _____ Stock _____ Nonstock _____

P.A. _____ Religious _____

Merging (Transferor) _____

Surviving (Transferee) _____

Affix Barcode Label Here

Affix Barcode Label Here

New Name _____

FEES REMITTED

Base Fee:	100	____	Change of Name
Org. & Cap. Fee:		____	Change of Principal Office
Expedite Fee:	70	____	Change of Resident Agent
Penalty:		X	Change of Resident Agent Address
State Recordation Tax:		____	Resignation of Resident Agent
State Transfer Tax:		____	Designation of Resident Agent and Resident Agent's Address
1 Certified Copies		____	Change of Business Code
Copy Fee:	27	____	Adoption of Assumed Name
____ Certificates		____	
Certificate of Status Fee:		____	Other Change(s)
Personal Property Filings:		____	
Mail Processing Fee:		____	
Other:		____	
TOTAL FEES:	197		

confidential Wachtell

Credit Card _____ Check _____ Cash _____ Code 604

____ Documents on ____ Checks Attention: _____

Approved By: 9 Mail: Name and Address

Keyed By: _____

COMMENT(S):

DAVID O. SMITH
LWR LVL 1
343 N CHARLES ST
BALTIMORE MD 21201-4326

Stamp Work Order and Customer Number HERE

CUST ID:0001866113
WORK ORDER:0001309151
DATE:10-26-2006 11:47 AM
AMT. PAID:$197.00

Exhibit 3.18

The Commonwealth of Massachusetts
PAUL GUZZI
Secretary of the Commonwealth
STATE HOUSE
BOSTON, MASS. 02133

ARTICLES OF ORGANIZATION
(Under G.L. Ch. 156B)
Incorporators

NAME	**POST OFFICE ADDRESS**
Include given name in full in case of natural persons; in case of a corporation, give state of incorporation.	
PAUL F. LAVALLEE	250 Millham Street, Marlborough, Mass.01752

The above–named incorporator(s) do hereby associate (themselves) with the intention of forming a corporation under the provisions of General Laws, Chapter 156B and hereby state(s):

1. The name by which the corporation shall be known is:

Northeast Poly Bag Co., Inc.

2. The purposes for which the corporation is formed are as follows:

To manufacture, distribute and market all types of paper, paper products, all types of packaging products and all forms and types of plastic and plastic products including but in no way limited to plastic film, bags, and containers of every nature and description;

To carry on a general manufacturing and distributing business including the acquiring, preparing, forming, processing and converting of all types of raw materials into finished products and making such arrangements and agreements as may be deemed convenient for the distribution, marketing and sale of its products;

To purchase, construct, renovate, lease, rent, mortgage, pledge, own, hold and deal in any and all types of real and personal property;

To research and develop any and all types of machinery, equipment and products and to apply for and hold and own patents and trademarks on any products it may desire and in furtherance of its broad general business purposes to carry on any business or other activity which may lawfully be carried on by a corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts as from time to time amended whether or not related in any way to the purposes referred to in the foregoing paragraphs.

NOTE: If provisions for which the space provided under Articles 2, 4, 5 and 6 is not sufficient, additions should be set out on continuation sheets to be numbered 2A, 2B, etc. Indicate under each Article where the provision is set out. Continuation sheets shall be on 8 ½" x 11" paper and must have a left-hand margin .1 inch wide for binding. Only one side .should be used.

3. The total number of shares and the par value, if any, of each class of stock which the corporation is authorized is as follows:

	WITHOUT PAR VALUE	WITH PAR VALUE		
CLASS OF STOCK	NUMBER OF SHARES	NUMBER OF SHARES	PAR VALUE	AMOUNT
Preferred				$
Common	12,500			

*4. If more than one class is authorized, a description of each of the different classes of stock with, if any, the preferences, voting powers, qualifications, special or relative rights or privileges as to each class thereof and any series now established: NONE

*5. The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are as follows:

Any stockholder, including the heirs, assings, executors or administrators of a deceased stockholder, desiring to sell or transfer such stock owned by him or them, shall first offer it to the corporation through the Board of Directors, in the manner following:

He shall notify the directors of his desire to sell or transfer by notice in writing, which notice shall contain the price at which he is willing to sell or transfer and the name of one (1) arbitrator. The directors shall within thirty days thereafter either accept the offer, or by notice to him in writing name a second arbitrator, and these two shall name a third. It shall then be the duty of the arbitrators to ascertain the value of the stock, and if any arbitrator shall neglect or refuse to appear at any meeting appointed by the arbitrators, a majority may act in the absence of such arbitrator.

After the acceptance of the offer, or the report of the arbitrators as to the value of the stock, the directors shall have thirty days within which to purchase the same at such valuation, but if at the expiration of thirty days, the corporation shall not have exercised the right so to purchase, the owner of the stock shall be at liberty to dispose of the same in any manner he may see fit.

No shares of stock shall be sold or transferred on the books of the corporation until these provisions have been complied with, but the Board of Directors may in any particular instance waive the requirement.

*6. Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders: NONE

*If there are no provisions state “None”.

7. By-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk, whose names are set out below, have been duly elected.

8. The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if later date is desired, specify date, (not more than 30 days after date of filing.)

9. The following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the corporation,

a. The post office address of the initial principal office of the corporation in Massachusetts is:

420 Northboro Road, Marlborough, Massachusetts, 01752

b. The name, residence, and post office address of each of the initial directors and following officers of the corporation are as follows:

	NAME	RESIDENCE	POST OFFICE ADDRESS
President:	Paul F. Lavallee	250 Millham St. Marlborough, Mass. 01752	Same
Treasurer:	Paul F. Lavallee	250 Millham St. Marlborough, Mass. 01752	Same
Clerk:	Paul F. Lavallee	250 Millham St. Marlborough, Mass. 01752	Same
Directors:	Paul F. Lavallee	250 Millham St., Marlborough, Mass. 01752	Same
	Jacqueline A. Lavallee	250 Millham Street, Marlborough, Mass. 01752	Same
	Douglas Deschene	94 B Follett St. So. Grafton, Mass.	Same

c. The date initially adopted on which the corporation's fiscal year ends is:

April 30

d. The date initially fixed in the by-laws for the annual meeting of stockholders of the corporation is:

Fourth Monday in May

e. The name and business address of the resident agent, if any, of the corporation is:

IN WITNESS WHEREOF and under the penalties of perjury the above-named INCORPORATOR(S) sign(s) these Articles of Organization this Eleventh (11th) day of May 1976

/s/ Paul F. Lavallee
Paul F. Lavallee

The signature of each Incorporator which is not a natural person must be by an individual who shall show the capacity in which he acts and by signing shall represent under the penalties of perjury that he is duly authorized on its behalf to sign these Articles of Organization.

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION
GENERAL LAWS, CHAPTER 156B, SECTION 12

I hereby certify that, upon an examination of the within-written articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of $125.00 having been paid, said articles are deemed to have been filed with me this 14th day of May 1976.

Effective date /s/ Paul Guzzi

PAUL GUZZI
Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION
PHOTO COPY OF ARTICLES OF ORGANIZATION TO BE SENT

TO:

WILLIAMS & WILLIAMS
BOX 646
MARLBOROUGH, MASS. 01752

Telephone 455-434

FILING FEE: 1 / 20 of 1% of the total amount of the authorized capital stock with par value, and one cent a share for all authorized shares without par value, but not less than $125. General Laws, Chapter 156B. Shares of stock with a par value of less than one dollar shall be deemed to have par value of one dollar per share.

Copy Mailed

Federal Identification
No. 012590187

THE COMMONWEALTH of MASSACHUSETTS
MICHAEL JOSEPH CONNOLLY
Secretary of the Commonwealth

STATE HOUSE, BOSTON, MASS.

ARTICLES OF AMENDMENT

General Laws, Chapter 156B, Section 72

This certificate must be submitted to the Secretary of the Commonwealth within sixty days after the date of the vote of stockholders adopting the amendment. The fee for filing this certificate is prescribed by General Laws, Chapter 156B, Section 114. Make check payable to the Commonwealth of Massachusetts.

We, Paul F. Lavallee President/[ILLEGIBLE] and

Paul F. Lavallee , Clerk/[ILLEGIBLE] of

NORTHEAST POLY BAG CO., INC.
(Name of Corporation)

located at 420 Northboro Road, Marlboro, MA 01752
do hereby certify that the following amendment to the articles of organization of the corporation was duly adopted at a meeting held on October 24, 1979, by vote of

9000	shares of	no par value common (Class of Stock)	out of	9000	shares outstanding.
	shares of	(Class of Stock)	out of		shares outstanding, and
	shares of	(Class of Stock)	out of		shares outstanding,

CROSS OUT INAPPLICABLE CLAUSE

being at least [ILLEGIBLE] Two-thirds of each class outstanding and entitled to vote thereon and of each class or series of stock whose rights are adversely affected thereby:- it was

VOTED: That the Clerk prepare and file an amendment to the Articles of Organization with the office of the Massachusetts Secretary of State as follows:

A. That Article 3 of the Articles of Organization of Northeast Poly Bag Co., Inc. be amended to read as follows:

(see continuation sheet)

[1] For amendments adopted pursuant to Chapter 156B, Section 70.

[2] For amendments adopted pursuant to Chapter 156B, Section 71.

NOTE: Amendments for which the space provided above is not sufficient should be set out on continuation sheets to be numbered 2A, 2B, etc. Continuation sheets shall be on 8 1/2" wide x 11" high paper and must have a left hand margin 1 inch wide for binding. Only one side should be used.

FOR INCREASE IN CAPITAL FILL IN THE FOLLOWING:

The total amount of capital stock already authorized is	_____	shares preferred	} with par value
	_____	shares common	
	_____	shares preferred	} without par value
	12,500	shares common	
The amount of additional capital stock authorized is	_____	shares preferred	} with par value
	_____	shares common	
	_____	shares preferred	} without par value
	12,500	shares common	
	5,000	shares common non-voting without par value	

CONTINUATION SHEET

3. The total number of shares and the par value, if any, of each class of stock which the corporation is authorized is as follows:

Class of Stock	Without Par Value Number of Shares
Common	25,000
Common Non-Voting	5,000

B. That Article 4 of the Articles of Organization of Northeast Poly Bag Co., Inc. be amended to read as follows:

4. All of the voting power of the corporation shall be vested solely in the holders of the Common Stock, and the holders of the Common Non-Voting Stock shall have no voting power. No other preference, qualification, special or [ILLEGIBLE] rights or privileges shall attach to the two classes of stock.

The foregoing amendment will become effective when these articles of amendment are filed in accordance with Chapter 156B, Section 6 of the General Laws unless these articles specify, in accordance with the vote adopting the amendment, a later effective date not more than thirty days after such filing, in which event (he amendment will become effective on such later date.

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, we have hereto signed our names this 24th day of October , in the year 1979.

/s/ Paul F. Lavallee President/[ILLEGIBLE]
Paul F. Lavallee

/s/ Paul F. Lavallee Clerk/[ILLEGIBLE]
Paul F. Lavallee

**SECRETARY OF THE
COMMONWEALTH
979 OCT 30 PH 3:27
CORPORATION DIVISION**

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT
(General Laws, Chapter 156B, Section 72)

I hereby approve the within articles of amendment and ; the filing fee in the amount of $175.00 having been paid, said articles are deemed to have been filed with me this 2nd day of [ILLEGIBLE], 1979.

/s/ Michael Joseph Connolly

MICHAEL JOSEPH CONNOLLY

Secretary of the Commonwealth
State House, Boston, Mass.

TO BE FILLED IN BY CORPORATION
PHOTO COPY OF AMENDMENT TO BE SENT

TO:

**GADBOIS, TOONE & BERGERON, [ILLEGIBLE]
ATTORNEY-AT-LAW
27 BROAD STREET
MARLGORO, MA 01752**

Copy Mailed NOV 9 1979

The Commonwealth of Massachusetts

JOHN F. X. DAVOREN

Secretary of the Commonwealth

STATE HOUSE, BOSTON, MASS.

ARTICLES OF AMENDMENT

General Laws, Chapter 156B, Section 72

This certificate must be submitted to the Secretary of the Commonwealth within sixty days after the date of the vote of stockholders adopting the amendment. The fee for filing this certificate is prescribed by General Laws, Chapter 156B, Section 1 14. Make check payable to the Commonwealth of Massachusetts.

We, Paul F. Lavallee , President/[ILLEGIBLE] and

Paul F. Lavallee , Clerk/[ILLEGIBLE] of

NORTHEAST POLY BAG CO., INC.
(Name of Corporation)

Located at 420 Northboro Road, Marlboro, MA 01752
do hereby certify that the following amendment to the articles of organization of the corporation was duly adopted at a meeting held on October 24, 1979, by vote of

9000	shares of	no par value common (Class of Stock)	out of	9000	standing outstanding,
	shares of	(Class of Stock)	out of		standing outstanding, and
	shares of	(Class of Stock)	out of		standing outstanding,

CROSS OUT INAPPLICABLE CLAUSE

being at least [ILLEGIBLE] two-thirds of each class outstanding and entitled to vote thereon and of each class or series of stock whose rights are adversely affected thereby:-[2] it was

VOTED: That the Clerk prepare and file an amendment to the Articles of Organization with the office of the Massachusetts Secretary of State as follows:

A. That Article 3 of the Articles of Organization of Northeast Poly Bag Co., Inc. be amended to read as follows:

(see continuation sheet)

[1] For amendments adopted pursuant to Chapter 156B, Section 70.

[2] For amendments adopted pursuant to Chapter 156B, Section 71.

NOTE: Amendments for which the space provided above is not sufficient should be set out on continuation sheets to be numbered 2A, 2B, etc. Continuation sheets shall be on 8½" wide x 11" high paper and must have a left-hand margin 1 inch wide for binding. Only one side should be used.

CONTINUATION SHEET

3. The total number of shares and the par value, if any, of each class of stock which the corporation is authorized is as follows:

Class of Stock	Without Par Value Number of Shares
Common	25,000
Common Non–Voting	5,000

B. That Article 4 of the Articles of Organization of Northeast Poly Bag Co., Inc. be amended to read as follows:

4. All of the voting power of the corporation shall be vested solely in the holders of the Common Stock, and the holders of the Common Non-Voting Stock shall have no voting power. No other preference, qualification, special or relative rights or privileges shall attach to the two classes of stock.

FOR INCREASE IN CAPITAL FILL IN THE FOLLOWING.

The total Amount of capital stock already authorized is

_____	shares preferred	} with par value
_____	shares common	
_____	shares preferred	} without par value
12,500	shares common	

The amount of additional capital stock authorized is

_____	shares preferred	} with par value
_____	shares common	
_____	shares preferred	} without par value
12,500	shares common	
5,000	shares common non-voting without par value	

The foregoing amendment will become effective when these articles of amendment are filed in accordance with Chapter 156B, Section 6 of the General Laws unless these articles specify, in accordance with the vote adopting the amendment, a later effective date not more than thirty days after such filing, in which event the amendment will become effective on such later date.

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, we have hereto signed our names this 24th day of October, in the year 1979.

President/[ILLEGIBLE]

Paul F. Lavallee

Clerk/[ILLEGIBLE]

Paul F. Lavallee

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT

(General Laws, Chapter. 156B, Section 72)

I hereby approve the within articles of amendment and, the filing fee in the amount of $ having been paid, said articles are deemed to have been filed with me this day of , 19 .

/s/ JOHN F. X. DAVOREN

JOHN F. X. DAVOREN
Secretary of the Commonwealth
State House, Boston, Mass.

TO BE FILLED IN BY CORPORATION
PHOTO COPY OF AMENDMENT TO BE SENT

TO:

Copy Mailed

The Commonwealth of Massachusetts

FEDERAL IDENTIFICATION

NO. _____

Secretary of the Commonwealth
State House, Boston, Mass. 02133

CERTIFICATE OF CHANGE OF DIRECTORS OR OFFICERS
OF DOMESTIC BUSINESS CORPORATIONS

General Laws, Chapter 156B, Section 53

I, James Spertner, Clerk or Assistant Clerk of the

Northeast Poly Bag Co., Inc.

(Name of Corporation)

located at 420 Northboro Road, Marlboro, MA 01752

(Business Address of Corporation: Number and Street. City or Town)

hereby certify in compliance with the provisions of law, that a change in the officers of said corporation has been made, and that the names of the present officers are as follows:

Title	Name	Address Give Number and Street of Domicile	Expiration of Term of Office
President	Paul F. Lavallee	250 Milham St., Marlboro, MA	
Treasurer	Paul F. Lavallee	250 Milham St., Marlboro, MA	
Clerk	James Spertner	60 Graylynn Rd., Newton, MA	
Directors	Paul F. Lavallee	250 Milham St., Marlboro, MA	
	Douglas Deschene	94B Follett St., So. Grafton, MA	
	Thendore Pasquarello	10 Tamarock Ter. Stoneham, MA	
	James Spertner	60 Graylynn Rd., Newton, MA	

SUBSCRIBED THIS 26th day of October, 1979. UNDER THE PENALITIES OF PERJURY.

SIGNATURE _____ Clerk or [ILLEGIBLE]

The Commonwealth of Massachusetts
MICHAEL JOSEPH CONNOLLY

Secretary of the Commonwealth
State House, Boston, Mass.

FEDERAL IDENTIFICATION NO. _____

CERTIFICATE OF CHANGE OF PRINCIPAL OFFICE

General Laws, Chapter 156B, Section 14

I, James Spertner Clerk [ILLEGIBLE] [ILLEGIBLE] of Northeast Poly Bag Co., Inc.
(Name of Corporation)

having its principal office at Marlboro, MA. 01752
(Post Office Address)

420 Northboro Rd., Marlboro, Massachusetts 01752
(Number and Street, City or Town)

do hereby certify that pursuant to General Laws, Chapter 156B, Section 14, the directors of said corporation have changed the principal office of the corporation to

Hudson, Massachusetts
(Post Office Address)

34 Tower Street, Hudson, Massachusetts 01749
(Number and Street, City or Town)

SUBSCRIBED THIS 26th day of October, 1979, UNDER THE PENALTIES OF PERJURY.

SIGNATURE , _____ Clerk [ILLEGIBLE] [ILLEGIBLE]

The Commonwealth of Massachusetts

MICHAEL JOSEPH CONNOLLY
Secretary of State
State House, Boston, Mass. 02133

FEDERAL IDENTIFICATION
No. 04-2590187

CERTIFICATE OF CHANGE OF DIRECTORS OR OFFICERS OF DOMESTIC BUSINESS CORPORATIONS

General Laws, Chapter 156B, Section 53

I, Steven R. Graham Clerk [ILLEGIBLE] [ILLEGIBLE] of the

NORTHEAST POLY BAG CO., INC.
(Name of Corporation)

located at 34 Tower Street, Hudson, Massachusetts 01749
(Business Address of Corporation: Number and Street, City or Town)

hereby certify in compliance with the provisions of law, that a change in the officers of said corporation has been made, and that the names of the present officers are as follows:

Title	Name	Address Give Number and Street of Domicile	Expiration of Term of Office
President	Paul F. Lavallee	368 Whitney, Street Northboro, MA 01532	Until the next annual meeting
Treasurer	Paul F. Lavallee	same as above	of directors
Clerk	Steven R. Graham	47 Jackson Drive Acton, MA 01720	and /or stockholders
Directors	Paul F. Lavallee	Same as above	or until their
	Jacqueline A. Lavallee	368 Whitney Street Northboro, MA 01532	successors are
	Douglas S. Decshene	94B Follett Street So. Grafton, MA 01519	duly elected and Qualified.

SUBSCRIBED THIS 14TH day of October, 1981, UNDER THE PENALTIES OF PERJURY.

SIGNATURE /s/ Steven R. Graham, Clerk [ILLEGIBLE] [ILLEGIBLE]

This ANNUAL REPORT must be filled with thirty days after the date of the corporation's annual meeting as fixed in its by laws. (Chapter 156B, Section 109, as amended by Chapter 238 of the Acts of 1981)

INCOMPLETE FORMS CANNOT BE ACCEPTED. THEY WILL BE RETURNED TO SENDER FOR COMPLETION.

The Commonwealth of Massachusetts

Office of the Secretary of State
One Ashburton Place, Boston, MA 02108
Michael Joseph Connolly, Secretary

MASSACHUSETTS
CORPORATION
ANNUAL REPORT

I, the undersigned Paul F. Lavallee being the President of the corporation named below, in compliance with the General Laws, Chapter 156B, hereby certify that:

1. The exact name of the corporation is Northeast Poly Bag Co., Inc.
2. Federal Identification No. 04–2590187
3. The location of its principal office in Massachusetts is 34 Tower Street, Hudson, MA 01749

Note: If the corporation is organized to do business wholly outside Massachusetts, give the location of its principal office outside Massachusetts.

4. The name and address of its resident agent, if any, is See above
5. The date of the end of its last fiscal year was April 30, 1982
(Month) (Day) (Year)
6. The capital stock of each class as of the end of its last fiscal year was as follows:

CLASS OF STOCK	**Par Value Per Share If no par, so state**	**Total Authorized**		**Total Issued and Outstanding**
		Number of Shares	**Total Par Value**	**Number of Shares**
PREFERRED	none	none	none	none
COMMON	no par	5,000 = 25,000	(no par (non-voting no par value	(1,800 – 14,400

7. The names and addresses of the officers specified below and of all the directors of the corporation, and the date at which the term of office of each expires, are as follows:

Name of Office	**Name**	**Home Address City or Town, Number, Street**	**Expiration of Term of Office**
President	Paul F. Lavallee	368 Whitney Street Northboro, MA 01532	Until the next annual meeting of directors and/or stockholders or until their successors are duly elected and qualified.
Treasurer	Paul F. Lavallee	Same as above	
Clerk	Steven R. Graham	411 Mass. Ave., Acton, MA 01720	
Directors	Paul F. Lavallee	368 Whitney Street Northboro, MA 01532	
	Jacqueline A. Lavallee	94B Follett Street So. Grafton, MA 01519	
	Douglas S. Deschene		

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY i hereto sign by name this 30th day of November, 1982

Signature
Title: President

THIS REPORT MUST BE SIGNED BY AN OFFICER OF THE CORPORATION

FEDERAL IDENTIFICATION
NO. 04–2590187

The Commonwealth of Massachusetts

MICHAEL JOSEPH CONNOLLY

Secretary of State
ONE ASHBURTON PLACE, BOSTON, MASS. 02108

ARTICLES OF AMENDMENT

General Laws, Chapter 156B, Section 72

This certificate must be submitted to the Secretary of the Commonwealth within sixty days after the date of the vote of stockholders adopting the amendment. The fee for filing this certificate is prescribed by General Laws, Chapter 156B, Section 114. Make check payable to the Commonwealth of Massachusetts.

We, Paul F. Lavallee, President/[ILLEGIBLE], and Steven R. Graham, Clerk [ILLEGIBLE] of

Name Approved

NORTHEAST POLY BAG CO., INC.
(Name of Corporation)

located at 34 Tower Street, Hudson, Massachusetts 01749
do hereby certify that the following amendment to the articles of organization of the corporation was duly adopted at a meeting held on January 13, 1987, by vote of

7200	shares of	no par value common (Class of Stock)	out of	7200	shares outstanding,
	shares of	(Class of Stock)	out of		shares outstanding, and
	shares of	(Class of Stock)	out of		shares outstanding,

being at least [ILLEGIBLE] [1]

CROSS OUT INAPPLICABLE CLAUSE

two-thirds of each class outstanding and entitled to vote thereon and of each class or series of stock whose rights are adversely affected thereby:- [2]

VOTED: That the Clerk prepare and file an amendment to the Articles of Organization with the office of the Massachusetts Secretary of State as follows:

A. That Article 3 of the Articles of Organization of Northeast Poly Bag Co., Inc. be amended to read as follows:

(see continuation sheet)

[1] For amendments adopted pursuant to Chapter 156B, Section 70.

[2] For amendments adopted pursuant to Chapter 156B, Section 71.

NOTE: If the space provided under any Amendment or item on this form is insufficient, additions shall be set forth on separate $8\frac{1}{2}$ x 11 sheets of paper leaving a left hand margin of at least 1 inch for binding. Additions to more than one Amendment may be continued on a single sheet so long as each Amendment requiring each such addition is clearly indicated.

CONTINUATION SHEET

3. The total number of shares and the par value, if any, of each class of stock which the corporation is authorized is as follows:

Class of Stock	Without Par Value Number of Shares
Common	25,000
Common Non-Voting	5,000

B. That Article 4 of the Articles of Organization of Northeast Poly Bag Co., Inc. be amended to read as follows:

4. All of the voting power of the corporation shall be vested solely in the holders of the Common Stock, and the holders of the Common Non-Voting Stock shall have no voting power. No other preference, qualification, special or relative rights or privileges shall attach to the two classes of stock.

FOR INCREASE IN CAPITAL FILL IN THE FOLLOWING:

	_____	shares preferred	
	_____	shares common	with par value
	_____	shares preferred	
The total amount of capital stock already authorized is	12,500	shares common	without par value
	_____	shares preferred	
	_____	shares common	with par value
The amount of additional capital stock authorized is	_____	shares preferred	
	12,5000	shares common	without par value

5,000 shares common non-voting without par value

The foregoing amendment will become effective when these articles of amendment are filed in accordance with Chapter 156B, Section 6 of The General Laws unless these articles specify, in accordance with the vote adopting the amendment, a later effective date not more than thirty days after such filing, in which event the amendment will become effective on such later date.

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, we have hereto signed our names this 29th day of January, in the year 1987.

/s/ Paul F. Lavallee	President / [ILLEGIBLE]
Paul F Lavallee	
/s/ Steven R. Graham	Clerk / [ILLEGIBLE]
Steven R. Graham	

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT

(General Laws, Chapter 156B, Section 72)

I hereby approve the within articles of amendment and, the filing fee in the amount of $ having been paid, said articles are deemed to have been filed with me this day of , 19 .

MICHAEL JOSEPH CONNOLLY
Secretary of State

TO BE FILLED IN BY CORPORATION
PHOTO COPY OF AMENDMENT TO BE SENT

TO: Tammy L. Tollefson, Paralegal
SCHEIER, SCHEIER & GRAHAM, P.C.
411 Massachusetts Avenue
Acton, Massachusetts 01720
Telephone (617) 263–9561
Copy Mailed

The Commonwealth of Massarhusetts
OFFICE OF THE MASSACHUSETTS SECRETARY OF STATE

MICHAEL JOSEPH CONNOLLY, Secretary
ONE ASHBURTON PLACE, BOSTON, MASS. 02108

FEDERAL IDENTIFICATION
NO. 04–2590187

ARTICLES OF AMENDMENT

General Laws, Chapter 156B, Section 72

This certificate must be submitted to the Secretary of the Commonwealth within sixty days after the date of the vote of stockholders adopting the amendment. The fee for filing this certificate is prescribed by General Laws, Chapter 156B, Section 114. Make check payable to the Commonwealth of Massachusetts.

We, Paul F. Lavallee
Steven R. Graham

President/and
Clerk/ [ILLEGIBLE] of

NORTHEAST POLY BAG CO., INC.
(Name of Corporation)

located at 34, Tower Street , Hudson, Massachusetts 01749 do hereby certify that the following amendment to the articles of organization of the corporation was duly adopted at a meeting held on February 23 , 1989 , by vote of

25,000	shares of	common (Class of Stock)	out of	25,000	shares outstanding,
	shares of	(Class of Stock)	out of		shares outstanding, and
	shares of	(Class of Stock)	out of		shares outstanding,

being at least a majority of each class outstanding and entitled to vote thereon:-[1]

CROSS OUT
INAPPLICABLE
CLAUSE

[ILLEGIBLE]
[ILLEGIBLE]
[ILLEGIBLE]

[1]For amendments adopted pursuant to Chapter 156B, Section 70.

[2]For amendments adopted pursuant to Chapter 156B, Section 71.

Note: If the space provided under any Amendment or item on this form is insufficient, additions shall be set forth on separate 81/2 x 11 sheets of paper leaving a left hand margin of at least 1 inch for binding. Additions to more than one Amendment may be continued on a single sheet so long as each Amendment requiring each such addition is clearly indicated.

Continuation Sheet 1.

A. Article 3 of Articles of Organization of Northeast Poly Bag Co., Inc. be amended to read as follows:

That the total number of shares and the par value, if any, of each class of stock which the corporation is authorized is as follows:

Class of Stock	Without Par Value Number of Shares
Common	375,000
Common Non-Voting	5,000

B. That Article 4 of the Articles of Organization of Northeast Poly Bag shall be amended to provide as follows:

1. All of the voting power of the corporation shall be vested solely in the holders of the common stock, and the holders of the common non–voting stock shall have no voting power. No other preference, qualification, special or relative rights or privileges shall attach to the two (2) classes of stock; and

2. At the time this amendment becomes effective, without any further action on the part of the Corporation or its Stockholders, each share of common (voting) shares without par value then issued and outstanding shall be changed and reclassified into fifteen (15) fully paid and nonassessable shares of common (voting) shares, without par value. The capital account of the Corporation shall not be increased or decreased by such change and reclassification. To reflect the said change and reclassification, each certificate representing shares of common (voting) stock without par value theretofore issued and outstanding shall represent fifteen (15) times the number of shares of common (voting) stock without par value issued and outstanding after such change and reclassification; and the holder of record of each such certificate shall be entitled to receive a new certificate representing a number of shares of common (voting) stock without par value of the kind authorized by this amendment, equal to fifteen (15) times the number of shares represented by said certificate for theretofore issued and outstanding shares, so that upon this amendment becoming effective each holder of record of a certificate representing theretofore issued and outstanding common (voting) stock of the Corporation will have or be entitled to certificates representing in the aggregate fifteen (15) See attached Continuation Sheets 1 and 2. incorporated herein by reference.

February 23, 1989

The foregoing amendment will become effective when these articles of amendment are filed in accordance with Chapter 156B, Section 6 of The General Laws unless these articles specify, in accordance with the vote adopting the amendment, a later effective date not more than thirty days after such filing, in which event the amendment will become effective on such later date.

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, we have hereto signed our names this 24th day of February, in the year 1989

/s/ Paul F. Lavelle President / [ILLEGIBLE]
Paul F. Lavelle
/s/ Steven R. Graham Clerk / [ILLEGIBLE]
Steven R. Graham

RECEIVED
MAR 22 1989

CORPORATION DIVISION
SECRETARY'S OFFICE

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT

(General Laws, Chapter 156B, Section 72)

I hereby approve the within articles of amendment : and, the filing- fee in the amount of $ 350,00 having been paid, said articles are deemed to have been filed with me this 22nd day of .March ,1989.

/s/ Michael Joseph Connolly

MICHAEL JOSEPH CONNOLLY
Secretary of State

TO BE FILLED IN BY CORPORATION

PHOTO COPY OF AMENDMENT TO BE SENT

TO: Lynne A. Davidson, Paralegal
Scheier, Scheier, Graham & Harsip, P. C. 360 Massachusetts Avenue
P. O. Box 288
Acton, MA 01720
Telephone (508) 263–9561

Copy Mailed

The Commonwealth of Massarhusetts

MICHAEL JOSEPH CONNOLLY
Secretary of State

ONE ASHBURTON PLACE, BOSTON, MASS. 02108
Room 1716

FEDERAL IDENTIFICATIO
NO. 04-2590187

CERTIFICATE OF CHANGE OF PRINCIPAL OFFICE

General Laws, Chapter 156B, Section 14

I, Steven R. Graham Clerk [ILLEGIBLE] of
NORTHEAST POLY BAG CO., INC.
(Name of Corporation)
having its principal office at 34 Tower Street, Hudson, Massachusetts 01749
(Post Office Address)

(Number and Street, City or Town)

do hereby certify that pursuant to General Laws, Chapter 156B, Section 14, the directors of said corp oration have changed the principal office of the corporation to

Two Northeast Boulevard, P.O. Box 1460, Sterling, Massachusetts 01564
(Post Office Address)

(Number and Street, City or Town)

SUBSCRIBED THIS 20th day of February 1990, UNDER PENALTIES OF PERJURY.

SIGNATURE /s/ Steven R. Graham Clerk/ [ILLEGIBLE]
Steven R. Graham

SCHEIER, SCHEIER, GRAHAM & HARSIP, P.C.
ATTORNEYS AT LAW
360 MASSACHUSETTS AVENUE
P.O. BOX 288
ACTON, MASSACHUSETTS 01720

(508) 263-9561

STEVEN R. GRAHAM
MARK L. SCHEIER
REBECCA J. SCHEIER

BARRY S. HARSIP

MICHAEL E. KATIN
SUSAN S. KATZ

OF COUNSEL
HENRY SCHEIER*
KATHLEEN A. VORCE

*ADMITTED MA., FL., & N.Y.

FAX (508) 263-3298

March 8, 1990

Secretary of the Commonwealth
Commonwealth of Massachusetts
Corporate Division
One Ashburton Place
Boston, Massachusetts 02109

Re: NORTHEAST POLY BAG CO., INC.

Dear Sir:

I am enclosing herewith for filing the Certificate of Change of Directors or Officers of Domestic Business Corporations relative to the above corporation.

Should you have any questions or problems with the enclosed, please feel free to contact me.

Very truly yours,

GRAHAM & HARSIP, P.C.

Lynne A. Davidson

Paralegal

LAD

Enclosure

cc: Client

The Commonwealth of Massurhusetts
MICHAEL JOSEPH CONNOLLY
Secretary of State
State House, Boston, Mass. 02133

FEDERAL IDENTIFICATION
NO. 04-2590187

CERTIFICATE OF CHANGE OF DIRECTORS OR OFFICERS OF DOMESTIC BUSINESS CORPORATIONS

General Laws, Chapter 156B, Section 53

I, Steven R. Graham Clerk or [ILLEGIBLE] of the

Northeast Poly Bag Co., Inc.
(Name of Corporation)

located at 2 Northeast Boulevard, P.O. Box 1460, Sterling, MA 01564
(Business Address of Corporation : Number and Street, City and Town)

hereby certify in compliance with the provisions of law, that a change in the officers of said corporation has been made, and that the names of the present officers are as follows:

Title	Name	Address Give Number and Street of Domicile	Expiration of Term of Office
President	Paul F. Lavallee	368 Whitney Street Northboro, MA 01532	Until their successors
Treasurer	Paul F. Lavallee	368 Whitney Street Northboro, MA 01532	are duly elected and
Clerk	Steven R. Graham	47 Jackson Drive Acton, MA 01720	qualitied.
Directors	Paul F. Lavallee	368 Whitney Street Northboro, MA 01532	
	Jacqueline A. Lavallee	368 Whitney Street Northboro. MA 01532	
	Edward J. Eckland	44 Edgewood Road Shrewsbury, MA 01545	

SUBSCRIBED THIS 8th day of March , 1990 , UNDER THE PENALTIES OF PERJURY.

SIGNATURE /s/ Steven R. Graham Clerk or [ILLEGIBLE]
Steven R. Graham

The Commonwealth of Massarhusetts

MICHAEL JOSEPH CONNOLLY
Secretary of State
State House, Boston, Mass. 02133

FEDERAL IDENTIFICATION
NO. 04–2590187

CERTIFICATE OF CHANGE OF DIRECTORS OR OFFICERS
OF DOMESTIC BUSINESS CORPORATIONS

General Laws, Chapter 156B, Section 53

I, Steven R. Graham, Clerk or [ILLEGIBLE] of the

NORTHEAST POLY BAG CO., INC.
(Name of Corporation)

located at 2 Northeast Boulevard, Sterling, MA 01564
(Business Address of Corporation: Number and Street, City or Town)

hereby certify in compliance with the provisions of law, that a change in the officers of said corporation has been made, and that the names of the present officers arc as follows:

Title	Name	Address Give Number and Street of Domicile	Expiration of Term of Office
President	Paul F. Lavallee	368 Whitney .Street Northboro, MA 01532	Until a
Treasurer	Paul F. Lavallee	368 Whitney Street Northboro, MA 01532	successor is duly
Clerk	Steven R. Graham	47 Jackson Drive Acton, MA 01720	elected and
Directors	Paul F. Lavallee	368 Whitney Street Northboro, MA 01532	qualified.
	Jacqueline A. Lavallee	368 Whitney Street Northboro/MA 01532	
	Edward J. Eckland	44 Edgewood Road Shrewbury, MA 01545	
	Dawn M. Lavallee	12 Saxon Lane Shrewsbury, MA 01545	
	Ladd M. Lavallee	10 Ridgefield Circle #210A Clinton, MA 01510	

SUBSCRIBED THIS 28th day of February, 1996, UNDER THE PENALTIES OF PERJURY.

[ILLEGIBLE] /s/ [ILLEGIBLE] Clerk [ILLEGIBLE] [ILLEGIBLE]
[ILLEGIBLE]

FEDERAL IDENTIFICATION
NO. 04–2590187

The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

CERTIFICATE OF CHANGE OF DIRECTORS OR OFFICERS
OF DOMESTIC BUSINESS CORPORATIONS
(General Laws, Chapter 156B, Section 53)

I, Steven R. Graham ,Clerk / [ILLEGIBLE]

of NORTHEAST Poly Bag Co., Inc.
(Exact name of corporation)

having a principal office at Two Northeast Boulevard, P.O. Box 1460, Sterling, MA 01564
(Street address of corporation in Massachusetts)

certify that pursuant to General Laws, Chapter 156B, Section 53, a change in the directors and/or the president, treasurer and/ or clerk of said corporation has been made and that the name, residential address, and expiration of term of the president, treasurer, clerk and each director are as follows:

NAME	**RESIDENTIAL ADDRESS**	**EXPIRATION OF TERM OF OFFICE**
President: Paul F. Lavallee	368 Whitney Street, Northboro, MA 01532	Until the next annual meeting or until their successors are duly elected and qualified.
Executive V.P.: Dawn L. Seiple	12 Saxon Lane, Shrewsbury, MA 01545	
Treasurer: Paul F. Lavallee	Same as Above	
Clerk: Steven R. Graham	251 Central Street, Concord, MA 01742	

V.P. Sales and Marketing: Ladd M. Lavallee10 Ridgefield #210A, Clinton, MA 01510
V.P. Operations: Jacqueline A. Lavallee 368 Whitney Street, Northboro, MA 01532

Directors: Paul F. Lavallee 368 Whitney Street, Northboro, MA 01532
Jacqueline A. Lavallee 368 Whitney Street, Northboro, MA 01532
Ladd M. Lavallee 10 Ridgefield #210A, Clinton, MA 01510
Dawn L. Seiple 12 Saxon Lane, Shrewsbury, MA 01545

SIGNED UNDER THE PENALTIES OF PERJURY, this 19th day of May, 1997

/s/ Steven R. Graham , Clerk / Assistant Clerk.
Steven R. Graham, Clerk

** Delete the Inapplicable words.*

*** Please provide the name and residential address of the assistant clerk if be/she is executing this certificate of change.*

The Commonwealth Massachusetts
William Francis Galvin
Secretary of the Commonwealth

/s/ [ILLEGIBLE]
[ILLEGIBLE]

Name
Approved

/s/ [ILLEGIBLE]
P.C.

ONE ASHBURTON PLACE, BOSTON, MASSACHUSETTS 02108
ARTICLES OF AMENDMENT
General Laws, Chapter 156B, Section 72

FEBERAL IDNETIFICATION
NO. 04–2590187

We, Paul F. LaVallee , President [ILLEGIBLE]
Steven R. Graham Clerk [ILLEGIBLE]

NORTHEAST POLY BAG CO., INC.
(EXACT Name of Corporation)

located at: 2 NORTHEAST BOULEVARD, P.O. BOX 1460, STERLING, MASSACHUSETTS 01564
(MASSACHUSETTS Address of Corporation)

do hereby certify that these ARTICLES OF AMENDMENT affecting Articles NUMBERED: 3 and 4

being amended hereby
(Number those articles 1,2, 3,4,5 and/or 6 being amended hereby)

of the Articles of Organization were duly adopted [ILLEGIBLE] by a unanimous consent December 18, 1997, by Vote of:

108,000	shares of	Common (type, class & series, (if any))	out of	108,00	shares outstanding,
	shares of	(type, class & series, (if any))	out of		shares outstanding, and
	shares of	(type, class & series, (if any))	out of		shares outstanding,

CROSS OUT INAPPLI-CABLE CLAUSE
[ILLEGIBLE]
[ILLEGIBLE]
being at least two-thirds of each type, class or series outstanding and entitled to vote thereon and of each type, class or series of stock whose rights are adversely affected thereby: - 2

C ☐
P ☐
M ☐
R.A ☐

[1] For amendments adopted pursuant to Chapter 156B, Section 70.

[2] For amendments adopted pursuant to Chapter 156B, Section 71.

Note: If the space provided under any Amendment or item on this form is insufficient, additions shall be set forth on separate 8½ x 11 sheets of paper leaving a left-hand margin of at least 1 inch for binding. Additions to more than one Amendment may be continued on a single sheet $0 long as each Amendment requiring each such addition is clearly indicated.

CONTINUATION SHEET # 1

A. Article 3 of Articles of Organization of Northeast Poly Bag Co., Inc. be amended as follows:

That the total number of shares and the par value, if any, of each class of stock which the corporation is authorized is as follows:

Class of Stock	Without Par Value Number of Shares
Common	375,000
Common Non-Voting	375,000

B. That Article 4 of the Articles of Organization of Northeast Poly Bag shall be amended to provide as follows:

1. At the time this amendment becomes effective, without any further action on the part of the corporation or its Stockholders, the amount of common non-voting shares without par value then issued and outstanding shall be increased from 5,000 shares of common non-voting shares without par value, to 375,000 shares of common non-voting shares without par value. The capital account of the Corporation shall not be increased or decreased by such change and reclassification.

SEE ATTACHED CONTINUATION SHEET # 1

The foregoing amendment will become effective when these articles of amendment are filed in accordance with Chapter 156B, Section 6 of The General Laws unless these articles specify, in accordance with the vote adopting the amendment, a later effective date not more than thirty days after such filing, in which event the amendment will become effective on such later date. LATER EFFECTIVE DATE:

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, WE HAVE HEREUNTO SIGNED OUR NAMES THIS 26TH DAY OF DECEMBER , IN THE YEAR 1997.

/s/ Paul F. Lavelle President [ILLEGIBLE]
Paul F. Lavelle

/s/ Steven R. Graham Clerk [ILLEGIBLE]
Steven R. Graham

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT

GENERAL LAWS, CHAPTER 156B; SECTION 72

I hereby approve the within articles of amendment and, the filing fee in the amount of $ 470 having been paid, said articles are deemed to have been filed with me this 29th day, of December 1997.

/s/ William Francis Galvin

William Francis Galvin
Secretary of the Commonwealth

SECRETARY OF
THE COMMONWEALTH
97 DEC 29 AM 11:39
CORPORATION DIVISION

TO BE FILLED IN BY CORPORATION

PHOTOCOPY OF ARTICLES OF AMENDMENT TO BE SENT

Attorney Steve Graham
TO: Graham & Harsip, P.C.
289 Great Road, Suite 101
Acton, Massachusetts 01720
Telephone: 978–264–0480

FEDERAL IDENTIFICATION
NO. 04–2590187

The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

CERTIFICATE OF CHANGE OF FISCAL YEAR END
(General Laws, Chapter 156B, Section 38A)

I, Steven R. Graham ,*Clerk / * Assistant Clerk

of Northeast Poly Bag Co., Inc. ,
(Exact name of Corporation)

having a principal office at Two Northeast Boulevard, Sterling, Massachusetts ,
(Street address of corporation in Massachusetts)

Certify that the fiscal year end (i.e. the tax year end) of the corporation was changed to the last day of the month of october.

SIGNED UNDER THE PENALTIES OF PERJURY, this 22nd day of July, 1998,

/s/ Steven R. Graham , *Clerk [ILLEGIBLE]
Steven R. Graham

**Delete the inapplicable words.*

FEDERAL IDENTIFICATION
NO. 04-2590187

The Commonwealth of Massachusetts
William Francis Galvin.
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

CERTIFICATE OF CHANGE OF DIRECTORS OR OFFICERS
OF DOMESTIC BUSINESS CORPORATIONS
(General Laws, Chapter 156B, Section 53)

I, Steven R. Graham, *Clerk,[ILLEGIBLE]

of Northeast Poly Bag Co., Inc.,
(Exact name of corporation)

having a principal office at Two Northeast Boulevard, P.O. Box 1460, Sterling, MA 01564,
(Street address of corporation in Massachusetts)

certify that pursuant to General Laws, Chapter 156B, Section 53, a change in the directors and/or the president, treasurer and/ or clerk of said corporation has been made and that the name, residential address, and expiration of term of the president, treasurer, clerk and each director are as follows:

	NAME	RESIDENTIAL ADDRESS	EXPIRATION OF TERM OF OFFICE
Co – President:	Ladd M. Lavallee	40 Fire Road 10, Lancaster, MA 01523	
Co – President:	Dawn L. Seiple	190 Howard Street, Northboro, MA 01532	
Treasurer	Jacqueline A. Lavallee	100 Allen Road, East Brookfield, MA 01515	
Clerk:	Steven R. Graham	251 Central Steret, Concord, MA 01742	
****Assistant Clerk:**			
Directors:	Paul F. Lavellee	100 Allen Road, East Brookfield, MA 01515	
	Jacqueline A. Lavellee	Same as above	
	Ladd M. Lavellee	Same as above	
	Dawn L. Seiple	Same as above	

SIGNED UNDER THE PENALTIES OF PERJURY, this 22 day of October, 1999,

/s/ Steven R. Graham,* Clerk or [ILLEGIBLE]
Steven R. Graham

** Delete the Inapplicable words.*
** * Please provide the name and residential address of the assistant clerk if be/she is executing this certificate of change.*

/s/ [ILLEGIBLE]
Exmainer

/s/ [ILLEGIBLE]
Name
Approved

C

P

M

R.A

4
P.C.

The Commonwealth of Massachusetts

OFFICE OF THE MASSACHUSETTS SECRETARY OF STATE
WILLIAM FRANCIS GALVIN Secretary
ONE ASHBURTON PLACE, BOSTON, MASSACHUSETTS 02108

ARTICLES OF AMENDMENT
General Laws, Chapter 156B, Section 72

FEDERAL IDENTIFICATION
NO. 04-2590187

We , Dawn L. Seiple, President/ [ILLEGIBLE]
Steven R. Graham Clerk/ [ILLEGIBLE]
NORTHEAST POLY BAG CO., INC.

(EXACT Name of Corporation)

located at: Two Northeast Boulevard, Sterling, Massachusetts 01564

(MASSACHUSETTS Address of Corporation)

do hereby certify that these ARTICLES OF AMENDMENT affecting Articles NUMBERED:

1
(Number those article 1, 2, 3, 4, 5 and/or 6 being amended hereby

of the Articles of Organization were duly adopted by unanimous consent of the Board of* [ILLEGIBLE] on October 19 2000, by vote of: *Directors and Stockholder

108,000	shares of	Common Stock (type, class & series, (if any))	out of	108,000	shares outstanding,
	shares of	(type, class & series, (if any))	out of		shares outstanding, and
	shares of	(type, class & series, (if any))	out of		shares outstanding,

CROSSOUT INAPPLI-CABLE CLAUSE being at least a majority of each type, class or series outstanding and entitled to vote
[ILLEGIBLE]

1 For amendments adopted pursuant to Chapter 156B, Section 70.

2 For amendments adopted pursuant to Chapter 156B, Section 71.

Note: If the space provided under any Amendment or item on this form is insufficient, additions shall be set forth on separate 81/2 x 11 sheets of paper leaving a left-hand margin of at least 1 inch for binding. Additions to more than one Amendment may be continued on a single sheet $0 long as each Amendment requiring each such addition is clearly indicated.

05/14/76

To **CHANGE** the number of shares and the par value (if any) of any type, class or series of stock which the corporation is authorized to issue, fill in the following:

The total presently authorized is:

WITHOUT PAR VALUE STOCKS

TYPE	NUMBER OF SHARES
COMMON:	
PREFERRED:	

WITH PAR VALUE STOCKS

TYPE	NUMBER OF SHARES	PAR VALUE
COMMON:		
PREFERRED:		

CHANGE the total authorized to:

WITHOUT PAR VALUE STOCKS

TYPE	NUMBER OF SHARES
COMMON:	
PREFERRED:	

WITH PAR VALUE STOCKS

TYPE	NUMBER OF SHARES	PAR VALUE
COMMON:		
PREFERRED:		

Article I of the Articles of Organization is amended as follows:

The name of the corporation shall be changed from Northeast Poly Bag Co., Inc. to Laddawn, Inc.

The foregoing amendment will become effective when these articles of amendment are filed in accordance with Chapter 1156B, Section 6 of The General Laws unless these articles specify, in accordance with the vote adopting the amendment, a later effective date not more than thirty days after such filing, in which event the amendment will become effective on such later date. **LATER EFFECTIVE DATE**: November 1, 2000

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, we have hereunto signed our names 19th day of October, in the year 2000

/s/ Dawn L. Seiple
Dawn L. Seiple

President [ILLEGIBLE]

/s/ Steven R. Graham
Steven R. Graham

Clerk [ILLEGIBLE]

[ILLEGIBLE]

6039

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT

GENERAL LAWS, CHAPTER 156B, SECTION 72

I hereby approve the within articles of amendment and, the filing fee in the amount of $ 100.00 having been paid, said articles are deemed to have been filed with me this 20th day of October 2000.

[ILLEGIBLE]

SECRETARY OF THE
[ILLEGIBLE]
2000 OCT 20 PM:12:14
CORPORATION DIVISION

/s/ William Francis Galvin
WILLIAM FRANCIS GALVIN
Secretary of State

Effective Date –
November 01, 2000

TO BE FILLED IN BY CORPORATION

PHOTOCOPY OF ARTICLES OF AMENDMENT TO BE SENT

TO: GRAHAM & MARSIP, P.C.
ATTORNEYS AT LAW
289 GREAT ROAD
ACTON MA 01729
Telephone: 978–264–0480

D
PC

The Commonwealth of Massachusetts
William Francis Galvin.
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Articles of Merger
Involving Domestic Entities
(General Laws Chapter 156D, Section 11.06; 950 CMR 113.36)

FORM MUST BE TYPED

(1) Exact name *of* each domestic corpora ion or other entity involved in the merger;

LADDAWN BUSINESS TRUST (Massachusetts Business Trust) and

LADDAWN, INC. (Massachusetts for-profit)

(2) Exact name of the surviving entity; LADDAWN, INC.

(3) The merger shall be effective at the time and on the date approved by the Division, unless a later effective date not more than 90 days from the date and time of filing is specified: November 1, 2009

(check appropriate box)

(4) ☐ The plan of merger was duly approved the shareholders, and where required, by each separate voting group as provided by G.L, Chapter 156D and the articles of organization.

OR

☐ The plan of merger did not require the approval of the shareholders.

(5) Participation of each other entity was duly authorized by the law under which the other entity is organized or by which it is governed and by its articles of organization or other organizational documents,

(6) Attach any amendment to articles of organization of the surviving entity, where the survivor is a domestic business corporation.

(7) Attach the articles of organization of The surviving entity where the survivor is a NEW domestic business corporation, including all the supplemental information required by 950 CMR 113.16.

P.C. [ILLEGIBLE]

Signed by: 

(*signature of authorized individual*)

☐ Chairman of the board, of directors,

☒ President,

☐ Other officer,

☐ Court-appointed fiduciary.

on this 28th day of September, 2009

Signed by: /s/ Dawn L. Seiple

(*signature of authorized individual*)

☐ Chairman of the hoard of directors,

☐ President,

☒ Other officer,

☐ Court-appointed fiduciary,

on this 28th day of September, 2009

MA SOC Filing Number: 200976659620 Date: 10/05/2009 12.02 PM

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

October 05, 2009 12:02 PM

/s/ William Francis Galvin

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

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(check appropriate box)

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OR

☐ The plan of merger did not require the approval of the shareholders.

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(6) Attach any amendment to articles of organization of the surviving entity, where the survivor is a domestic business corporation.

(7) Attach the articles of organization of the surviving entity where the survivor is a NEW domestic business corporation, including all the supplemental information required by 950 CMR 113.16.

P.C. [ILLEGIBLE]

Signed by: /s/ [ILLEGIBLE]

(signature of authorized individual)

☐ Chairman of the board of directors,

☒ President,

☐ Other officer,

☐ Court-appointed fiduciary,

On this 28th day of September, 2009

Signed by: /s/ [ILLEGIBLE]

(signature of authorized individual)

☐ Chairman of the board of directors,

☐ President,

☒ Other officer,

☐ Court-appointed fiduciary,

on this 28th day of September, 2009

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Articles of Merger
Involving Domestic Entities
(General Laws Chapter 156D, Section 11.06; 950 CMR 113.36)

I hereby certify that upon examination of these articles of merger, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said articles; and the filing fee in the amount of $ having been paid, said articles are deemed to have been filed with me this day of 20 at a.m./p.m.
time

Effective date: _____
(must be within 90 days of date submitted)

Examiner

Name approval

c

#A.R.

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Filing fee: Minimum $250

TO BE FILLED IN BY CORPORATION
Contact Information:

Mark L. Donahue, Esq.

Fletcher, Tilton & Whipple, P.C.

370 Main Street, 11th Floor, Worcester, MA 01608

Telephone: 508-459-8000

Email: mdonahue@ftwlaw.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

AMENDED AND RESTATED BY-LAWS

OF

LADDAWN, INC.

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office of Laddawn, Inc. (the "Corporation") in the Commonwealth of Massachusetts shall be at 84 State Street, Boston, Massachusetts 02109, Suffolk County, and the registered agent in charge thereof shall be Corporation Service Company (CSC).

Section 1.2 Other Offices. The Corporation may have other offices, either within or without the Commonwealth of Massachusetts, at such place or places as the Board of Directors may from time to time select or the business of the Corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 2.1 Annual Meetings. The annual meeting of the stockholders of the Corporation for the election of directors and such other business as may be stated in the notice of the meeting shall be held at such place, either within or without the Commonwealth of Massachusetts, on such date and at such time as shall from time to time be fixed by the Board of Directors. At the annual meeting, the stockholders shall elect a Board of Directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the stockholders of the Corporation for any purpose or purposes may be called by the Chief Executive Officer or the Secretary or by resolution of the Board of Directors.

Section 2.3 Voting. Each stockholder entitled to vote in accordance with the terms of the Articles of Organization (as amended to date, the "Articles") and these Amended and Restated By-Laws (these "By-Laws") may vote in person or by proxy, but no proxy shall be voted after three years from its date unless such proxy provides for a longer period. All elections for directors shall be decided by plurality vote; all other questions shall be decided by majority vote, in each case except as otherwise provided in the Articles or the laws of the Commonwealth of Massachusetts.

A complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, with the address of each and the number of shares held by each, shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least ten days prior to the meeting (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the Corporation. The list shall also be produced and kept at the time and place of the meeting and may be inspected by any stockholder who is entitled to be present.

Section 2.4 Quorum. Except as otherwise required by law, the Articles, or these By-Laws, the presence, in person or by proxy, of stockholders holding shares constituting a majority of the voting power of the Corporation shall constitute a quorum at all meetings of the stockholders. In case a quorum shall not be present at any meeting, a majority in interest of the stockholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of stock entitled to vote shall be present. At any such adjourned meeting at which the requisite amount of stock entitled to vote shall be represented, any business may be transacted that might have been transacted at the meeting as originally noticed, but only those stockholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof.

Section 2.5 Notice of Meetings. Written notice, stating the place, date, and time of the meeting and the business to be considered, shall be given to each stockholder entitled to vote thereat, at his or her address as it appears on the records of the Corporation, not less than seven (7) nor more than sixty (60) days before the date of the meeting.

Section 2.6 Action by Written Consent. Any action required or permitted to be taken at any meeting of stockholders may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

ARTICLE III
BOARD OF DIRECTORS

Section 3.1 General Powers. The business and affairs of the Corporation shall be managed under the direction of its Board of Directors.

Section 3.2 Number and Election. The Board of Directors shall initially consist of three directors, but this number may be from time to time increased or decreased by the Board of Directors or by the stockholders, but in no case shall the number be less than one. Directors shall hold office until their resignation, removal, retirement, death, disqualification, or until their successor is elected and has qualified. A director need not be a stockholder.

Section 3.3 Vacancies. Any vacancy occurring on the Board of Directors, including a vacancy resulting from an increase in the number of directors, may be filled by action of the stockholders or by the affirmative vote of a majority of the remaining directors though such majority be less than a quorum of the Board of Directors.

Section 3.4 Regular Meetings. The Board of Directors may hold a regular meeting at such time and place as the Board may from time to time determine. Regular meetings may be held without notice.

Section 3.5 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chief Executive Officer, the Secretary or any director. Notice of the time and place of each special meeting shall be given orally or in writing to each director in advance of the meeting. Any director may waive notice of any meeting, and attendance at or participation in any meeting shall constitute a waiver of notice of such meeting unless the director objects at the beginning of the meeting, or promptly upon arrival, to holding it or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.6 Quorum. A majority of the number of directors determined under these By-Laws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum is not present, a majority of those in attendance may adjourn the meeting from time to time until a quorum is obtained. The vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the Articles or these By-Laws shall require the vote of a greater number.

Section 3.7 Removal and Resignations. Except as provided in the Articles or by the laws of the Commonwealth of Massachusetts, any director may be removed either for or without cause at any time by the affirmative vote of the holders of a majority of the voting power entitled to vote for the election of directors, at an annual meeting or a special meeting called for the purpose. Any director may resign at any time; such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by an officer of the Corporation. The acceptance of a resignation shall not be necessary to make it effective.

Section 3.8 Action by Written Consent. Unless otherwise restricted by the Articles or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors.

ARTICLE IV
COMMITTEES

Section 4.1 Membership. Except for those duties which by law or regulation must be performed by at least a majority of the full Board of Directors, the performance of such duties as the Board deems appropriate may be assigned to one or more committees. Each committee shall have the authority of the Board to the full extent provided in these By-Laws or as otherwise determined by the Board. Except as otherwise provided in these By-Laws, membership of each committee shall be established from time to time by the Board of Directors. All members of committees shall serve at the pleasure of the Board of Directors.

Section 4.2 Notice. Unless a committee shall provide otherwise, it shall not be necessary to give notice of any of its regular meetings. Special meetings of a committee may be called by or at the request of the chairman of the committee or in such manner as provided in these By-Laws for calling special meetings of the Board of Directors.

Section 4.3 Action by Written Consent. Any action that may be taken at a meeting of a committee of the Board of Directors may also be taken without a meeting in accordance with the procedures applicable to actions taken by the full Board of Directors.

ARTICLE V
OFFICERS

Section 5.1 Officers. The officers of the Corporation may include a Chief Executive Officer, a Chief Financial Officer, a Secretary, a Treasurer, one or more Executive Vice Presidents, one or more Vice Presidents and such other officers as may be appointed, from time to time, by the Board of Directors. Additionally, the Chief Executive Officer shall have the power to appoint and to delegate the power to appoint such officers as the Chief Executive Officer may deem appropriate.

Section 5.2 Term. Each officer of the Corporation shall serve at the pleasure of the Board of Directors, and the Board of Directors may remove any officer at any time with or without cause. Any officer, if appointed by a committee of the Board of Directors or by another officer of the Corporation, may likewise be removed by such committee or an officer of the Corporation.

Section 5.3 Authority and Duties. All officers of the Corporation shall have such authority and perform such duties in the management of the property and affairs of the Corporation as generally pertain to their respective offices, as well as such authority and duties as may be determined by the Board of Directors, a committee of the Board of Directors or the Chief Executive Officer.

Section 5.4 Employees Other Than Officers. Subject to the authority of the Board of Directors, a committee of the Board of Directors, the Chief Executive Officer or any officer authorized by a committee of the Board of Directors or the Chief Executive Officer may employ such agents and employees other than officers as such committee or officer may deem advisable for the prompt and orderly transaction of the business of the Corporation, define their duties, fix their compensation and dismiss them.

ARTICLE VI
CERTIFICATES FOR SHARES AND THEIR TRANSFER

Section 6.1 Form and Signatures. Shares of the Corporation may but need not be represented by certificates. Any certificates evidencing shares of the Corporation shall be signed by (a) the Chief Executive Officer or an Executive Vice President and (b) the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, or any other officers authorized by a resolution of the Board of Directors, and may but need not be sealed by the seal of the Corporation or a facsimile thereof. The signatures of the officers upon a certificate may be facsimiles.

Section 6.2 Lost Certificates. A new certificate of stock may be issued in the place of any certificate theretofore issued by the Corporation, alleged to have been lost or destroyed, and the Board of Directors may, in its discretion, require the owner of the lost or destroyed certificate, or such owner's legal representatives, to give the Corporation a bond, in such sum as they may direct, not exceeding double the value of the stock, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss of any such certificate, or the issuance of any such new certificate.

Section 6.3 Transfer of Shares. Assignment or transfer of shares of the Corporation shall be made only on the books of the Corporation, and any assignment or transfer shall be made at the direction of the holder of record thereof or by the legal representative of the holder of record.

ARTICLE VII
INDEMNIFICATION

Section 7.1 Indemnification, Mandatory Advancement of Expenses and Contract Rights.

(a) Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she or a person of whom he or she is the legal representative is or was, at any time during which these By-Laws are in effect (whether or not such person continues to serve in such capacity at the time any indemnification or payment of expenses pursuant hereto is sought or at the time any proceeding relating thereto exists or is brought), a director or officer of the Corporation or is or was at any such time serving at the request of the Corporation as a director, officer, trustee, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans maintained or sponsored by the Corporation (hereinafter, an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, trustee, employee or agent or in any other capacity while serving as a director, officer, trustee, employee or agent, shall be (and shall be deemed to have a contractual right to be) indemnified and held harmless by the Corporation (and any successor of the Corporation by merger or otherwise) to the fullest extent authorized by the Massachusetts Business Corporation Act (the "MBCA") as the same exists or may hereafter be amended or modified from time to time (but, in the case of any such amendment or modification, only to the extent that such amendment or modification permits the Corporation to provide greater indemnification rights than said law permitted the Corporation to provide prior to such amendment or modification), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, trustee, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 7.2(a) of this Article VII, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors. The right to indemnification conferred in this Article VII shall include the right, without the need for any action by the Board of Directors, to be paid by the Corporation (and any successor of the Corporation by merger or otherwise) the expenses incurred in defending any such proceeding in advance of its final disposition, such advances to be paid by the Corporation within twenty (20) days after the receipt by the Corporation of a statement or statements from the claimant requesting such advance or advances from time to time; provided, however, that if the MBCA requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter, the "undertaking") by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right of appeal (a "final disposition") that such director or officer is not entitled to be indemnified for such expenses under this Article VII or otherwise. The rights conferred upon indemnitees in this Article VII shall be contract rights between the Corporation and each indemnitee to whom such rights are extended that vest at the commencement of such person's service to or at the request of the Corporation and all such rights shall continue as to an indemnitee who has ceased to be a director or officer of the Corporation or ceased to serve at the Corporation's request as a director, officer, trustee, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, as described herein, and shall inure to the benefit of the indemnitee's heirs, executors and administrators.

(b) To obtain indemnification under this Article VII, a claimant shall submit to the Corporation a written request, including therein or therewith such documentation and information as is reasonably available to the claimant and is reasonably necessary to determine whether and to what extent the claimant is entitled to indemnification. Upon written request by a claimant for indemnification pursuant to the first sentence of this paragraph (b), a determination, if required by applicable law, with respect to the claimant's entitlement thereto shall be made as follows: (i) if requested by the claimant, by Independent Counsel (as hereinafter defined), or (ii) if no request is made by the claimant for a determination by Independent Counsel, (A) by the Board of Directors by a majority vote of a quorum consisting of Disinterested Directors (as hereinafter defined), (B) if a quorum of the Board consisting of Disinterested Directors is not obtainable or, even if obtainable, such quorum of Disinterested Directors so directs, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to the claimant, or (C) if a quorum of Disinterested Directors so directs, by a majority of the stockholders of the Corporation. In the event the determination of entitlement to indemnification is to be made by Independent Counsel, the Independent Counsel shall be selected by the Board. If it is so determined that the claimant is entitled to indemnification, payment to the claimant shall be made within ten (10) days after such determination.

Section 7.2 Claims.

(a) If a claim under paragraph (a) of Section 7.1 of this Article VII is not paid in full by the Corporation within thirty (30) days after a written claim pursuant to paragraph (b) of Section 7.1 of this Article VII has been received by the Corporation (except in the case of a claim for advancement of expenses, for which the applicable period is twenty (20) days), the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action that the claimant has not met the standard of conduct which makes it permissible under the MBCA for the Corporation to indemnify the claimant for the amount claimed or that the claimant is not entitled to the requested advancement of expenses, but (except where the required undertaking, if any, has not been tendered to the Corporation) the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, Independent Counsel or stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the MBCA, nor an actual determination by the Corporation (including its Board of Directors, Independent Counsel, or stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(b) If a determination shall have been made pursuant to paragraph (b) of Section 7.1 of this Article VII that the claimant is entitled to indemnification, the Corporation shall be bound by such determination in any judicial proceeding commenced pursuant to paragraph (a) of this Section 7.2.

(c) The Corporation shall be precluded from asserting in any judicial proceeding commenced pursuant to paragraph (a) of this Section 7.2 that the procedures and presumptions of this Article VII are not valid, binding and enforceable and shall stipulate in such proceeding that the Corporation is bound by all the provisions of this Article VII.

Section 7.3 Non-Exclusivity of Rights; Amendment and Repeal. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VII: (i) shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles or these By-Laws, agreement, vote of stockholders or Disinterested Directors or otherwise and (ii) cannot be terminated by the Corporation, the Board of Directors or the stockholders of the Corporation with respect to a person's service prior to the date of such termination. Any amendment, modification, alteration or repeal of this Article VII that in any way diminishes, limits, restricts, adversely affects or eliminates any right of an indemnitee or his or her successors to indemnification, advancement of expenses or otherwise shall be prospective only and shall not, without the written consent of the indemnitee, in any way diminish, limit, restrict, adversely affect or eliminate any such right with respect to any actual or alleged state of facts, occurrence, action or omission then or previously existing, or any action, suit or proceeding previously or thereafter brought or threatened based in whole or in part upon any such actual or alleged state of facts, occurrence, action or omission.

Section 7.4 Insurance, Other Indemnification and Advancement of Expenses.

(a) The Corporation may maintain insurance, at its expense, to protect itself and any current or former director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability, or loss under the MBCA. To the extent that the Corporation maintains any policy or policies providing such insurance, each such current or former director or officer, and each such agent or employee to which rights to indemnification have been granted as provided in paragraph (b) of this Section 7.4, shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage thereunder for any such current or former director, officer, employee or agent.

(b) The Corporation may, to the extent authorized from time to time by the Board of Directors or the Chief Executive Officer, grant rights to indemnification, and rights to be paid by the Corporation the expenses incurred in connection with any proceeding in advance of its final disposition, to any current or former employee or agent of the Corporation to the fullest extent of the provisions of this Article VII with respect to the indemnification and advancement of expenses of current or former directors and officers of the Corporation.

Section 7.5 Severability. If any provision or provisions of this Article VII shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (i) the validity, legality and enforceability of the remaining provisions of this Article VII (including, without limitation, each portion of any paragraph of this Article VII containing any such provision held to be invalid, illegal or unenforceable, that is not itself held to be invalid, illegal, or unenforceable) shall not in any way be affected or impaired thereby; and (ii) to the fullest extent possible, the provisions of this Article VII (including, without limitation, each such portion of any paragraph of this Article VII containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

Section 7.6 Definitions. For purposes of this Article VII:

(i) "Disinterested Director" means a director of the Corporation who is not and was not a party to the matter in respect of which indemnification is sought by the claimant.

(ii) "Independent Counsel" means a law firm, a member of a law firm, or an independent practitioner, that is experienced in matters of corporate law and shall include any person who, under the applicable standards of professional conduct then prevailing, would not have a conflict of interest in representing either the Corporation or the claimant in an action to determine the claimant's rights under this Article VII.

Section 7.7 Notices. Any notice, request or other communication required or permitted to be given to the Corporation under this Article VII shall be in writing and either delivered in person or sent by telecopy, telex, telegram, overnight mail or courier service, or certified or registered mail, postage prepaid, return receipt requested, to the Secretary of the Corporation and shall be effective only upon receipt by the Secretary.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.1 Execution of Instruments. All agreements, indentures, mortgages, deeds, conveyances, transfers, contracts, checks, notes, drafts, loan documents, letters of credit, guarantees, master agreements, swap agreements, security and pledge agreements, guarantees of signatures, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, powers of attorney, and other instruments or documents may be signed, executed, acknowledged, verified, attested, delivered or accepted on behalf of the Corporation by the Chief Executive Officer, any Executive Vice President, any Vice President or any individual who is listed on the personnel records of the Corporation in a position equal to any of the aforementioned officer positions, or such other officers, employees or agents as the Board of Directors or any of such designated officers or individuals may direct. The provisions of this Section 7.1 are supplementary to any other provision of these By-Laws and shall not be construed to authorize execution of instruments otherwise dictated by law.

Section 8.2 Shares of Other Corporations. The Chief Executive Officer, any Executive Vice President, Vice President, Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, or such other officers, employees or agents as the Board of Directors or such designated officers may direct, are authorized to vote, represent and exercise on behalf of the Corporation all rights incident to any and all shares of any other corporations or associations standing in the name of the Corporation. The authority herein granted to said individual to vote or represent on behalf of the Corporation any and all shares held by the Corporation in any other corporations or associations may be exercised either by the individual in person or by any duly executed proxy or power of attorney.

Section 8.3 Seal. Any Secretary, Assistant Secretary or person authorized to execute instruments in accordance with Section 6.1 shall have the authority to affix any corporate seal, or a facsimile thereof, to any document requiring a seal and to attest the same. Affixing the seal is not necessary to make the execution of any document effective or binding.

Section 8.4 Electronic Meetings. Subject to the requirements of these By-Laws or the Articles, stockholders, members of the Board of Directors or members of any committee of the Board of Directors may participate in and hold meetings by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear or otherwise communicate with each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 8.5 Fiscal Year. The fiscal year of the Corporation shall be determined by the Board of Directors.

Section 8.6 Amendments. These By-Laws may be altered, amended or repealed, and new By-Laws may be adopted, by the board of Directors or by the stockholders.

Form 1

STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF TREASURY
CORPORATION DIVISION
LANSING, MICHIGAN

NOTE

Mail ONE signed and acknowledged copy to:

Michigan Department of Treasury
Corporation Division
P.O. Drawer C Lansing, Michigan 48904

FEES:
Filing Fee.....$10.00
Franchise Fee—½ mill on each dollar of authorized capital stock, with a minimum franchise fee of.....$25.00

(Make fee payable to State of Michigan)

DO NOT WRITE IN SPACE BELOW—FOR DEPARTMENT USE

Date Received:	JUL 11 1968

FILED
JUL 12 1968
This is to certify these articles to be a true copy of the original on file in this office.
Allison Green
STATE TREASURER
MICHIGAN DEPARTMENT OF TREASURY

ARTICLES OF INCORPORATION
(Profit Corporation)

These Articles of Incorporation are signed and acknowledged by the incorporators for the purpose of forming a corporation for profit under the provisions of Act No. 327 of the Public Acts of 1931, as amended, as follows:

ARTICLE I.

The name of the corporation is LETICA CORPORATION

ARTICLE II.

The purpose or purposes for which the corporation is formed are as follows:

To manufacture and sell metal products for use by manufacturing firms in production and molding of plastics and plastic products; and

To manufacture and sell metal products for any and all purposes to be used by manufacturing concerns; and

To receive orders from manufacturing firms for metal products and dies, subcontracting said portions as this company is unable to produce; and

To act as a manufacturer's representative or agent in production or acquisition of metal products; and

To buy, sell, mortgage, lease, or rent real estate for the company's purposes; and

In general to carry on any business in connection therewith and incident thereto not forbidden by the laws of the State of Michigan and with all the powers conferred upon corporations by the laws of the State of Michigan.

ARTICLE III.

Location of the first registered office is:
12950 East Melody (No.) (Street) Grand Ledge (City) Eaton (County) Michigan 48837 (Zip Code)

Postoffice address of the first registered office is:
12950 East Melody (No. and Street or P. O. Box) Grand Ledge (City) Michigan 48837 (Zip Code)

WZ

ARTICLE IV.

The name of the first resident agent is Gudrun Letica

ARTICLE V.

The total authorized capital stock is

(1) Preferred shs. _____ Par Value $_____ / Common shs. 50,000 Par Value $ 1.00 } per share

and/or shs. of (2) Preferred _____ / Common _____ no par value Book Value $_____ / Price fixed for sale $_____ } per share

Book Value $_____ / Price fixed for sale $_____ } per share

(3) A statement of all or any of the designations and the powers, preferences and rights, and the qualifications, limitations or restrictions thereof is as follows:

All stock shall be of one class, common and voting.

ARTICLE VI.

The names and places of residence or business of ~~each~~ of the incorporators and the number and class of shares subscribed for by ~~each~~ are as follows: (Statute requires one or more incorporators)

Name (No.) (Street) Residence or Business Address (City) (State)	Number of Shares			
	Par Stock		Non-Par Stock	
	Common	Preferred	Common	Preferred
Gudrun Letica, 12950 East Melody, Grand Ledge, Michigan 48837	1,000			

ARTICLE VII.

The names and addresses of the first board of directors are as follows:

(Statute requires at least three directors)

Name	Residence or Business Address (No.) (Street) (City) (State)
Meto Letica	12880 Oneida Grand Ledge, Michigan 48837
Ilija Letica	12950 E. Melody Grand Ledge, Michigan 48837
Gudrun Letica	12950 E. Melody Grand Ledge, Michigan 48837

ARTICLE VIII.

The term of the corporate existence is perpetual.

(If term is for a limited number of years, then state the number of years instead of perpetual)

ARTICLE IX.

OPTIONAL. (Please delete Article IX if not applicable)

Whenever a compromise or arrangement or any plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, any court of equity jurisdiction within the state, may on the application of this corporation or of any creditor or any shareholder thereof, or on the application of any receiver or receivers appointed for this corporation, order a meeting of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, agree to any compromise or arrangement or to any reorganization of this corporation as a consequence of such compromise or arrangement, said compromise or arrangement and said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

ARTICLE X.

(Here insert any desired additional provisions authorized by the Act)

I
We, the incorporator, sign ~~our~~ my name this 10th day of July 19 68.

(All parties appearing under Article VI are required to sign in this space)

Gudrun M. Letica
GUDRUN LETICA

Gudrun M. Letica

STATE OF MICHIGAN }
COUNTY OF Ingham } ss.

(One or more of the parties signing must acknowledge before the Notary)

On this 10th day of July 1968,
before me personally appeared GUDRUN LETICA

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that ~~they~~ she executed the same as ~~their~~ her free act and deed.

John L. Cote
(Signature of Notary)

(Print or type name of Notary)

Notary Public for JOHN L. COTE County,
State of Michigan. Notary Public, Ingham County, Mich.
My Commission Expires April 19, 1968

My commission expires
(Notarial seal required if acknowledgment taken out of State)

1-L

UNITED STATES OF AMERICA

The State of Michigan

TUEBOR

CIRCUMSPICE

Michigan Department of Treasury

Lansing, Michigan

To All To Whom These Presents Shall Come:

I, Allison Green, Treasurer of the State of Michigan, Do Hereby Certify That Articles of Incorporation of

LETICA CORPORATION

were duly filed in this office on the 12th *day of* July, *19*68, *in conformity with Act 327, Public Acts of 1931, as amended.*

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 12th *day of* July, *19*68.

Allison Green

State Treasurer.

FORM NO. C 2401 1-L

C & S—111 (Rev. 11-75)

TRUE COPY
MICHIGAN DEPARTMENT
OF COMMERCE

(For Use by Domestic Corporations)

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

The undersigned corporation executes the following Certificate of Amendment to its Articles of Incorporation pursuant to the provisions of Section 631, Act 284, Public Acts of 1972, as amended:

1. The name of the corporation is LETICA CORPORATION

2. The location of the registered office is

1600 West Hamlin Road, Rochester, Michigan 48063
(No. and Street) (Town or City) (Zip Code)

3. The following amendment to the Articles of Incorporation was adopted on the 4th day of August, 1978: (Check one of the following)

(X) by the shareholders in accordance with Section 611 (2), Act 284, Public Acts of 1972, as amended. The necessary number of shares as required by statute were voted in favor of the amendment.

( ) by written consent of the shareholders having not less than the minimum number of votes required by statute in accordance with Section 407 (1) and (2), Act 284, Public Acts of 1972, as amended. Written notice to shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders is permitted only if such provision appears in Articles of Incorporation.)

( ) by written consent of all the shareholders entitled to vote in accordance with Section 407 (3), Act 284, Public Acts of 1972, as amended.

Resolved, that Article V of the Articles of Incorporation be amended to read as follows: (Any article being amended is required to be set forth in its entirety.)

The total authorized capital stock is 500,000 shares with a par value of $1.00 per share.

LETICA CORPORATION
(Corporate Name)

BY Elijia Letica
(Signature of President, Vice-President, Chairman or Vice-Chairman)

Elija Letica, President
(Type or Print Name and Title)

Signed this 4th day of August, 1978

(See Instructions on Reverse Side)

BY

C & S—111 (Rev. 11-75)

(Please do not write in spaces below — for Department use)

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU	
Date Received	
SEP 29 1978	

FILED
OCT - 6 1978
DIRECTOR
Michigan Department of Commerce

C & S—111 (Rev. 11-75)

INFORMATION AND INSTRUCTIONS

Certificate of Amendment - Domestic Corporations

1. This form may be used by both profit and non-profit corporations. In case of a non-profit corporation organized on a non-stock basis, "shareholders" shall be construed to be synonymous with "members".

2. An effective date, not later than 90 days subsequent to the date of filing may be stated in the Certificate of Amendment.

3. The Certificate of Amendment is required to be signed in ink by the chairman or vice-chairman of the board of directors or the president or a vice-president of the corporation.

4. One original copy is required. A true copy will be prepared by the Corporation and Securities Bureau and returned to the person submitting the Certificate of Amendment for filing.

5. FEES: Filing Fee $10.00
   Franchise Fee (payable only in case of increase in authorized capital stock) - ½ mill on each dollar of increase over highest previous authorized capital stock .....
   (Make fee payable to State of Michigan)

6. Mail form and fee to:

   Michigan Department of Commerce
   Corporation and Securities Bureau
   Corporation Division
   P. O. Drawer C
   Lansing, Michigan 48904

CAS-515 (Rev. 1-84)

871211 2013 0623 ORG&FI $10.00

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

Date Received
JUN 23 1987

FILED

JUN 30 1987

Administrator
MICHIGAN DEPT. OF COMMERCE
Corporation & Securities Bureau

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Corporations

(Please read instructions and Paperwork Reduction Act notice on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, as amended (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: Letica Corporation

2. The corporation identification number (CID) assigned by the Bureau is: 163-777

3. The location of its registered office is:

1700 West Hamlin (Street Address) Rochester (City), Michigan 48308-5005 (ZIP Code)

4. Article II of the Articles of Incorporation is hereby amended to read as follows:

The purpose or purposes for which the Corporation is organized is to engage in any activity within the purposes for which corporations may be organized under The Business Corporation Act of Michigan including, but not by way of limitation, the plastic injection molding business.

5. COMPLETE SECTION (a) IF THE AMENDMENT WAS ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS OR TRUSTEES; OTHERWISE, COMPLETE SECTION (b)

a. ☐ The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, 19____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the board of directors or trustees.

Signed this _____ day of _____, 19____

_____ _____

_____ _____

_____ _____

_____ _____

(Signatures of all incorporators; type or print name under each signature)

b. ☒ The foregoing amendment to the Articles of incorporation was duly adopted on the 15th day of June, 1987. The amendment: (check one of the following)

☐ was duly adopted in accordance with Section 611(2) of the Act by the vote of the shareholders if a profit corporation, or by the vote of the shareholders or members if a nonprofit corporation, or by the vote of the directors if a nonprofit corporation organized on a nonstock directorship basis. The necessary votes were cast in favor of the amendment.

☐ was duly adopted by the written consent of all the directors pursuant to Section 525 of the Act and the corporation is a nonprofit corporation organized on a nonstock directorship basis.

☐ was duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)

☒ was duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act.

Signed this 15 day of JUNE, 19 87

By _____
(Signature)

ILIJA LETICA PRESIDENT
(Type or Print Name and Title)

[redacted]

CLS-515 (Rev. 1-84)

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

FILED

JUL 17 1987

MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

Date Received
JUL 02 1987

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Corporations

(Please read instructions and Paperwork Reduction Act notice on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, as amended (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is:
   LETICA CORPORATION
2. The corporation identification number (CID) assigned by the Bureau is: 163-777
3. The location of its registered office is:
   1700 West Hamlin Road, Rochester (City), Michigan 48063 (ZIP Code)
   (Street Address)

4. Article**s** VII and VIII of the Articles of Incorporation is hereby amended to read as follows:

VII

Any action required or permitted by the Michigan Business Corporation Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who have not consented in writing.

VIII

To the maximum extent permitted by law, no director shall be personally liable to the corporation or its shareholders for monetary damages for a breach of the director's fiduciary duty.

5. COMPLETE SECTION (a) IF THE AMENDMENT WAS ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS OR TRUSTEES; OTHERWISE, COMPLETE SECTION (b)

a. ☐ The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, 19____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the board of directors or trustees.

Signed this _____ day of _____, 19____

_____ _____

_____ _____

_____ _____

_____ _____

(Signatures of all incorporators; type or print name under each signature)

b. ☒ The foregoing amendment to the Articles of Incorporation was duly adopted on the 30th day of June, 19 87. The amendment: (check one of the following)

☐ was duly adopted in accordance with Section 611(2) of the Act by the vote of the shareholders if a profit corporation, or by the vote of the shareholders or members if a nonprofit corporation, or by the vote of the directors if a nonprofit corporation organized on a nonstock directorship basis. The necessary votes were cast in favor of the amendment.

☐ was duly adopted by the written consent of all the directors pursuant to Section 525 of the Act and the corporation is a nonprofit corporation organized on a nonstock directorship basis.

☐ was duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)

☒ was duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act.

Signed this 30th day of June, 1987

By _____
(Signature)

Ilija Letica, President
(Type or Print Name and Title)

CAS-515 (Rev. 1-84)

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

Letica Corporation
1700 West Hamlin Road
Rochester, Michigan 48063

Name of person or organization remitting fees:
Letica Corporation

Preparer's name and business telephone number:
Sam DuBois
(313) 642-8232

INFORMATION AND INSTRUCTIONS

1. This form is issued under the authority of Act 284, P.A. of 1972, as amended, and Act 162, P.A. of 1982. The amendment cannot be filed until this form, or a comparable document, is submitted.
2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.

   Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of section 631 of the Act for the purpose of amending the articles of incorporation of a domestic profit or nonprofit corporation. A nonprofit corporation is one incorporated to carry out any lawful purpose or purposes not involving pecuniary profit or gain for its directors, officers, shareholders, or members. A nonprofit corporation organized on a nonstock directorship basis, as authorized by Section 302 of the Act, may or may not have members, but if it has members, the members are not entitled to vote.
4. Item 2 — Enter the identification number previously assigned by the Bureau. If this number is unknown, leave it blank.
5. Item 4 — The entire article being amended must be set forth in its entirety. However, if the article being amended is divided into separately identifiable sections, only the sections being amended need be included.
6. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated.
7. If the amendment is adopted before the first meeting of the board of directors, item 5(a) must be completed and signed in ink by all of the incorporators. If the amendment is otherwise adopted, item 5(b) must be completed and signed in ink by the president, vice-president, chairperson, or vice-chairperson of the corporation.
8. FEES: Filing fee (Make remittance payable to State of Michigan) $10.00

   Franchise fee for profit corporations (payable only if authorized capital stock has increased) — ½ mill (.0005) on each dollar of increase over highest previous authorized capital stock.
9. Mail form and fee to:

   Michigan Department of Commerce
   Corporation and Securities Bureau
   Corporation Division
   P.O. Box 30054
   Lansing, MI 48909
   Telephone: (517) 373-0493

C&S 515 (Rev. 8/96)

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU

Date Received		(FOR BUREAU USE ONLY)
DEC 15 1997		FILED
		DEC 15 1997

Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

EFFECTIVE DATE:

Name: JANIS K. KUJAN, LEGAL ASSISTANT
Honigman Miller Schwartz and Cohn

Address: 2290 First National Building 660 Woodward Avenue

City: Detroit State: Michigan Zip Code: 48226-3583

Document will be returned to the name and address you enter above

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is:
LETICA CORPORATION

2. The identification number assigned by the Bureau is: 163-777

3. The location of the registered office is:

52585 DEQUINDRE (Street Address) ROCHESTER (City), Michigan 48307 (ZIPCode)

4. Article V of the Articles of Incorporation is hereby amended to read as follows:

The total authorized capital stock is:

Common Class A Voting	5,000 shares $1.00 Par Value
Common Class B Non-Voting	495,000 shares $1.00 Par Value

All of the Class A Voting shares shall be entitled to vote on all actions requiring a vote of the shareholders. All of the Class B Non-Voting shares will not be entitled to vote.

12.50 CK 58271

5. (For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____

_____ (Signature)	_____ (Signature)
_____ (Type or Print Name)	_____ (Type or Print Name)
_____ (Signature)	_____ (Signature)
_____ (Type or Print Name)	_____ (Type or Print Name)

6. (For profit corporations, and for nonprofit corporations whose articles state the corporation is organized on a stock or on a membership basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of 1997 by the shareholders if a profit corporation, or by the shareholders or members if a nonprofit corporation (check one of the following)

☐ at a meeting. The necessary votes were cast in favor of the amendment.

☐ by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, or Section 407(1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)

☒ by written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.

Signed this 12th day of December, 1997

By _____
(Signature of President, Vice-President, Chairperson or Vice-Chairperson)

Ilija Letica — President
(Type or Print Name) (Type or Print Title)

BYLAWS OF
LETICA CORPORATION

ARTICLE I

OFFICES

1.1 Registered Office. The registered office of the Corporation shall be located at such place in Michigan as the Board of Directors from time to time determines.

1.2 Other Offices. The Corporation may also have offices or branches at such other places as the Board of Directors from time to time determines or the business of the Corporation requires.

ARTICLE II

MEETINGS OF SHAREHOLDERS

2.1 Time and Place. All meetings of the shareholders shall be held at such place and time as the Board of Directors determines.

2.2 Annual Meetings. An annual meeting of shareholders shall be held on the last Saturday of July of each year of the corporation if not a legal holiday in the state in which the meeting shall be held, and if a legal holiday, then on the next secular day following, at such time as determined by the Board of Directors, or at such other date and time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting. At the annual meeting, the shareholders shall elect directors and transact such other business as is properly brought before the meeting and described in the notice of meeting. If the annual meeting is not held on its designated date, the Board of Directors shall cause it to be held as soon thereafter as convenient.

2.3 Special Meetings. Special meetings of the shareholders, for any purpose, (a) may be called by the Corporation's chief executive officer or the Board of Directors, and (b) shall be called by the President or Secretary upon written request (stating the purpose for which the meeting is to be called) of the holders of a majority of all the shares entitled to vote at the meeting.

2.4 Notice of Meetings. Written notice of each shareholders' meeting, stating the place, date and time of the meeting and the purposes for which the meeting is called, shall be given (in the manner described in Section 5.1 below) not less than 10 nor more than 60 days

before the date of the meeting to each shareholder of record entitled to vote at the meeting. Notice of adjourned meetings is governed by Section 2.6 below.

2.5 List of Shareholders. The officer or agent who has charge of the stock transfer books for shares of the Corporation shall make and certify a complete list of the shareholders entitled to vote at a shareholders' meeting or any adjournment of the meeting. The list shall be arranged alphabetically within each class and series and shall show the address of, and the number of shares held by, each shareholder. The list shall be produced at the time and place of the meeting and may be inspected by any shareholder at any time during the meeting.

2.6 Quorum; Adjournment. At all shareholders' meetings, the shareholders present in person or represented by proxy who, as of the record date for the meeting, were holders of shares entitled to cast a majority of the votes at the meeting, shall constitute a quorum. Once a quorum is present at a meeting, all shareholders present in person or represented by proxy at the meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum. Regardless of whether a quorum is present, a shareholders' meeting may be adjourned to another time and place by a vote of the shares present in person or by proxy without notice other than announcement at the meeting; provided, that (a) only such business may be transacted at the adjourned meeting as might have been transacted at the original meeting and (b) if the adjournment is for more than 60 days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting must be given to each shareholder of record entitled to vote at the meeting.

2.7 Voting. Each shareholder shall at every meeting of the shareholders be entitled to one vote in person or by proxy for each share having voting power held by such shareholder and on each matter submitted to a vote. A vote may be cast either orally or in writing. When an action, other than the election of directors, is to be taken by vote of the shareholders, it shall be authorized by a majority of the votes cast by the holders of shares entitled to vote on such action. Directors shall be elected by a plurality of the votes cast at any election.

2.8 Proxies. A shareholder entitled to vote at a meeting of shareholders or to express consent or dissent without a meeting may authorize other persons to act for him or her by proxy. Each proxy shall be in writing and signed by the shareholder or the shareholder's authorized agent or representative. A proxy is not valid after the expiration of three years after its date unless otherwise provided in the proxy.

2.9 Questions Concerning Elections. The Board of Directors may, in advance of the meeting, or the presiding officer may, at the meeting, appoint one or more inspectors to act at a shareholders' meeting. If appointed, the inspectors shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine challenges and questions arising in connection with the right to vote, count and tabulate votes, ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all shareholders.

2.10 Telephonic Attendance. Shareholders may participate in any shareholders' meeting by means of conference telephone or similar communications equipment through which all persons participating in the meeting may communicate with the other participants and all participants are advised of the communications equipment and the names of the participants in the conference. Participation in a meeting pursuant to this Section 2.10 constitutes presence in person at such meeting.

2.11 Action by Written Consent. To the extent permitted by the Articles of Incorporation or applicable law, any action required or permitted to be taken at any shareholders' meeting may be taken without a meeting, prior notice and a vote, by written consent of shareholders.

ARTICLE III

DIRECTORS

3.1 Number and Residence. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors consisting of not less than one nor more than fifteen members. The number of Directors shall be determined from time to time by the Board of Directors. Directors need not be Michigan residents or shareholders of the Corporation.

3.2 Election and Term. Except as provided in Section 3.5 below, Directors shall be elected at the annual shareholders' meeting. Each Director elected shall hold office for the term for which he or she is elected and until his or her successor is elected and qualified or until his or her resignation or removal.

3.3 Resignation. A Director may resign by written notice to the Corporation. A Director's resignation is effective upon its receipt by the Corporation or a later time set forth in the notice of resignation.

3.4 Removal. One or more Directors may be removed, with or without cause, by vote of the holders of a majority of the shares entitled to vote at an election of Directors.

3.5 Vacancies. Vacancies, including vacancies resulting from an increase in the number of Directors, may be filled by the Board of Directors, by the affirmative vote of a majority of all the Directors remaining in office, if the Directors remaining in office constitute less than a quorum, or by the shareholders. Each Director so chosen shall hold office until the next annual election of Directors by the shareholders and until his or her successor is elected and qualified, or until his or her resignation or removal.

3.6 Place of Meetings. The Board of Directors may hold meetings at any location. The location of annual and regular Board of Directors' meetings shall be determined by the Board and the location of special meetings shall be determined by the person calling the meeting.

3.7 Annual Meetings. Each newly elected Board of Directors may meet promptly after the annual shareholders' meeting for the purposes of electing officers and transacting such other business as may properly come before the meeting. No notice of the annual Directors' meeting shall be necessary to the newly elected Directors in order to legally constitute the meeting, provided a quorum is present.

3.8 Regular Meetings. Regular meetings of the Board of Directors or Board committees may be held without notice at such places and times as the Board or committee determines at least 30 days before the date of the meeting.

3.9 Special Meetings. Special meetings of the Board of Directors may be called by the chief executive officer, and shall be called by the President or Secretary upon the written request of two Directors, on two days notice to each Director or committee member by mail or 24 hours notice by any other means provided in Section 5.1. The notice must specify the place, date and time of the special meeting, but need not specify the business to be transacted at, nor the purpose of, the meeting. Special meetings of Board committees may be called by the Chairperson of the committee or a majority of committee members pursuant to this Section 3.9.

3.10 Quorum. At all meetings of the Board or a Board committee, a majority of the Directors then in office, or of members of such committee, constitutes a quorum for transaction of business, unless a higher number is otherwise required by the Articles of Incorporation, these Bylaws or the Board resolution establishing such Board committee. If a quorum is not present at any Board or Board committee meeting, a majority of the Directors present at the meeting may adjourn the meeting to another time and place without notice other than announcement at the meeting. Any business may be transacted at the adjourned meeting which might have been transacted at the original meeting, provided a quorum is present.

3.11 Voting. The vote of a majority of the members present at any Board or Board committee meeting at which a quorum is present constitutes the action of the Board of Directors or of the Board committee, unless a higher vote is otherwise required by the Michigan Business Corporation Act, the Articles of Incorporation, these Bylaws, or the Board resolution establishing the Board committee.

3.12 Telephonic Participation. Members of the Board of Directors or any Board committee may participate in a Board or Board committee meeting by means of conference telephone or similar communications equipment through which all persons participating in the meeting can communicate with each other. Participation in a meeting pursuant to this Section 3.12 constitutes presence in person at such meeting.

3.13 Action by Written Consent. Any action required or permitted to be taken under authorization voted at a Board or Board committee meeting may be taken without a meeting if, before or after the action, all members of the Board then in office or of the Board committee consent to the action in writing. Such consents shall be filed with the minutes of the proceedings of the Board or committee and shall have the same effect as a vote of the Board or committee for all purposes.

3.14 Committees. The Board of Directors may, by resolution passed by a majority of the entire Board, designate one or more committees, each consisting of one or more Directors. The Board may designate one or more Directors as alternate members of a committee, who may replace an absent or disqualified member at a committee meeting. In the absence or disqualification of a member of a committee, the committee members present and not disqualified from voting, regardless of whether they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of such absent or disqualified member. Any committee, to the extent provided in the resolution of the Board, may exercise all powers and authority of the Board of Directors in management of the business and affairs of the Corporation, except a committee does not have power or authority to:

(a) Amend the Articles of Incorporation.

(b) Adopt an agreement of merger or share exchange.

(c) Recommend to shareholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets.

(d) Recommend to shareholders a dissolution of the Corporation or a revocation of a dissolution.

(e) Amend the Bylaws of the Corporation.

(f) Fill vacancies in the Board.

(g) Unless the resolution designating the committee or a later Board of Director's resolution expressly so provides, declare a distribution or dividend or authorize the issuance of shares.

Each committee and its members shall serve at the pleasure of the Board, which may at any time change the members and powers of, or discharge, the committee. Each committee shall keep regular minutes of its meetings and report them to the Board of Directors when required.

3.15 Compensation. The Board, by affirmative vote of a majority of Directors in office and irrespective of any personal interest of any of them, may establish reasonable compensation of Directors for services to the Corporation as directors, officers or members of a Board committee. No such payment shall preclude any Director from serving the Corporation in any other capacity and receiving compensation for such service.

ARTICLE IV

OFFICERS

4.1 Officers and Agents. The Board of Directors, at its first meeting after each annual meeting of shareholders, shall elect a President, a Secretary and a Treasurer, and may also elect and designate as officers a Chairperson of the Board, a Vice Chairperson of the Board and one or more Executive Vice Presidents, Vice Presidents, Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers. The Board of Directors may also from time to time appoint, or delegate authority to the Corporation's chief executive officer to appoint, such other officers and agents as it deems advisable. Any number of offices may be held by the same person, but an officer shall not execute, acknowledge or verify an instrument in more than one capacity if the instrument is required by law to be executed, acknowledged or verified by two or more officers. An officer has such authority and shall perform such duties in the management of the Corporation as provided in these Bylaws, or as may be determined by resolution of the Board of Directors not inconsistent with these Bylaws, and as generally pertain to their offices, subject to the control of the Board of Directors.

4.2 Compensation. The compensation of all officers of the Corporation shall be fixed by the Board of Directors.

4.3 Term. Each officer of the Corporation shall hold office for the term for which he or she is elected or appointed and until his or her successor is elected or appointed and qualified, or until his or her resignation or removal. The election or appointment of an officer does not, by itself, create contract rights.

4.4 Removal. An officer elected or appointed by the Board of Directors may be removed by the Board of Directors with or without cause. An officer elected by the shareholders may be removed, with or without cause, only by vote of the shareholders, but his or her authority to act as an officer may be suspended by the Board of Directors for cause. The removal of an officer shall be without prejudice to his or her contract rights, if any.

4.5 Resignation. An officer may resign by written notice to the Corporation. The resignation is effective upon its receipt by the Corporation or at a subsequent time specified in the notice of resignation.

4.6 Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

4.7 Chairperson of the Board. The Chairperson of the Board, if such office is filled, shall be a Director and shall preside at all shareholders' and Board of Directors' meetings.

4.8 Chief Executive Officer. The Chairperson of the Board, if any, or the President, as designated by the Board, shall be the chief executive officer of the Corporation and shall have the general powers of supervision and management of the business and affairs of the Corporation usually vested in the chief executive officer of a corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. If no designation of chief executive officer is made, or if there is no Chairperson of the Board, the President shall be the chief executive officer. The chief executive officer may delegate to the other officers such of his or her authority and duties at such time and in such manner as he or she deems advisable.

4.9 President. If the office of Chairperson of the Board is not filled, the President shall perform the duties and execute the authority of the Chairperson of the Board. If the Chairperson of the Board is designated by the Board as the Corporation's chief executive officer, the President shall be the chief operating officer of the Corporation, shall assist the Chairperson of the Board in the supervision and management of the business and affairs of the Corporation and, in the absence of the Chairperson of the Board, shall preside at all shareholders' and Board of Directors' meetings. The President may delegate to the officers other than the Chairperson of the Board, if any, such of his or her authority and duties at such time and in such manner as he or she deems appropriate.

4.10 Executive Vice Presidents and Vice Presidents. The Executive Vice Presidents and Vice Presidents shall assist and act under the direction of the Chairman of the Board and President. The Board of Directors may designate one or more Executive Vice Presidents and may grant other Vice Presidents titles which describe their functions or specify their order of seniority. In the absence or disability of the President, the authority of the President shall descend to the Executive Vice Presidents or, if there are none, to the Vice Presidents in the order of seniority indicated by their titles or otherwise specified by the Board. If not specified by their titles or the Board, the authority of the President shall descend to the Executive Vice Presidents or, if there are none, to the Vice Presidents, in the order of their seniority in such office.

4.11 Secretary. The Secretary shall act under the direction of the Corporation's chief executive officer and President. The Secretary shall attend all shareholders' and Board of Directors' meetings, record minutes of the proceedings and maintain the minutes and all documents evidencing corporate action taken by written consent of the shareholders and Board of Directors in the Corporation's minute book. The Secretary shall perform these duties for Board committees when required. The Secretary shall see to it that all notices of shareholders' meetings and special Board of Directors' meetings are duly given in accordance with applicable law, the Articles of Incorporation and these Bylaws. The Secretary shall have custody of the Corporation's seal and, when authorized by the Corporation's chief executive officer, President

or the Board of Directors, shall affix the seal to any instrument requiring it and attest such instrument.

4.12 Treasurer. The Treasurer shall act under the direction of the Corporation's chief executive officer and President. The Treasurer shall have custody of the corporate funds and securities and shall keep full and accurate accounts of the Corporation's assets, liabilities, receipts and disbursements in books belonging to the Corporation. The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Corporation's chief executive officer, the President or the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Corporation's chief executive officer, the President and the Board of Directors (at its regular meetings or whenever they request it) an account of all his or her transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond for the faithful discharge of his or her duties in such amount and with such surety as the Board prescribes.

4.13 Assistant Vice Presidents, Secretaries and Treasurers. The Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers, if any, shall act under the direction of the Corporation's chief executive officer, the President and the officer they assist. In the order of their seniority, the Assistant Secretaries shall, in the absence or disability of the Secretary, perform the duties and exercise the authority of the Secretary. The Assistant Treasurers, in the order of their seniority, shall, in the absence or disability of the Treasurer, perform the duties and exercise the authority of the Treasurer.

4.14 Execution of Contracts and Instruments. The Board of Directors may designate an officer or agent with authority to execute any contract or other instrument on the Corporation's behalf; the Board may also ratify or confirm any such execution. If the Board authorizes, ratifies or confirms the execution of a contract or instrument without specifying the authorized executing officer or agent, the Corporation's chief executive officer, the President or any Executive Vice President or Vice President may execute the contract or instrument in the name and on behalf of the Corporation and may affix the corporate seal to such document or instrument.

4.15 Voting of Shares and Securities of Other Corporations and Entities. Unless the Board of Directors otherwise directs, the Corporation's chief executive officer shall be entitled to vote or designate a proxy to vote all shares and other securities which the Corporation owns in any other corporation or entity.

ARTICLE V

NOTICES AND WAIVERS OF NOTICE

5.1 Delivery of Notices. All written notices to shareholders, Directors and Board committee members shall be given personally or by mail (registered, certified or other first class mail, with postage pre-paid), addressed to such person at the address designated by him or her for that purpose or, if none is designated, at his or her last known address. Written notices to Directors or Board committee members may also be delivered at his or her office on the Corporation's premises, if any, or by overnight carrier, telegram, telex, telecopy, radiogram, cablegram, facsimile, computer transmission or similar form of communication, addressed to the address referred to in the preceding sentence. Notices given pursuant to this Section 5.1 shall be deemed to be given when dispatched, or, if mailed, when deposited in a post office or official depository under the exclusive care and custody of the United States postal service. Notices given by overnight carrier shall be deemed "dispatched" at 9:00 a.m. on the day the overnight carrier is reasonably requested to deliver the notice. The Corporation shall have no duty to change the written address of any Director, Board committee member or shareholder unless the Secretary receives written notice of such address change.

5.2 Waiver of Notice. Action may be taken without a required notice and without lapse of a prescribed period of time, if at any time before or after the action is completed the person entitled to notice or to participate in the action to be taken or, in the case of a shareholder, his or her attorney-in-fact, submits a signed waiver of the requirements, or if such requirements are waived in such other manner permitted by applicable law. Neither the business to be transacted at, nor the purpose of, the meeting need be specified in the written waiver of notice. Attendance at any shareholders' meeting (in person or by proxy) will result in both of the following:

(a) Waiver of objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting.

(b) Waiver of objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

A director's attendance at or participation in any Board or Board committee meeting waives any required notice to him or her of the meeting unless he or she, at the beginning of the meeting or upon his or her arrival, objects to the meeting or the transacting of business at the meeting and does not thereafter vote for or assent to any action taken at the meeting.

ARTICLE VI

SHARE CERTIFICATES AND SHAREHOLDERS OF RECORD

6.1 Certificates for Shares. The shares of the Corporation shall be represented by certificates signed by the Chairperson of the Board, Vice-chairperson of the Board, President or a Vice-president and which also may be signed by another officer of the Corporation. The officers' signatures may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the Corporation or its employee. If any officer who has signed or whose facsimile signature has been placed upon a certificate ceases to be such officer before the certificate is issued, it may be issued by the Corporation with the same effect as if the person were such officer at the date of issue.

6.2 Lost or Destroyed Certificates. The Board of Directors may direct or authorize an officer to direct that a new certificate for shares be issued in place of any certificate alleged to have been lost or destroyed. When authorizing such issue of a new certificate, the Board of Directors or officer may, in its discretion and as a condition precedent to the issuance thereof, require the owner (or the owner's legal representative) of such lost or destroyed certificate to give the Corporation an affidavit claiming that the certificate is lost or destroyed or a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to such old or new certificate.

6.3 Transfer of Shares. Shares of the Corporation are transferable only on the Corporation's stock transfer books upon surrender to the Corporation or its transfer agent of a certificate for the shares, duly endorsed for transfer, and the presentation of such evidence of ownership and validity of the transfer as the Corporation requires.

6.4 Record Date. The Board of Directors may fix, in advance, a date as the record date for determining shareholders for any purpose, including determining shareholders entitled to (a) notice of, and to vote at, any shareholders' meeting or any adjournment of such meeting; (b) express consent to, or dissent from, a proposal without a meeting; or (c) receive payment of a share dividend or distribution or allotment of a right. The record date shall not be more than 60 nor less than 10 days before the date of the meeting, nor more than 10 days after the Board resolution fixing a record date for determining shareholders entitled to express consent to, or dissent from, a proposal without a meeting, nor more than 60 days before any other action.

If a record date is not fixed:

(a) the record date for determining the shareholders entitled to notice of, or to vote at, a shareholders' meeting shall be the close of business on the day next preceding the day on which notice of the meeting is given, or, if no notice is given, the close of business on the day next preceding the day on which the meeting is held; and

(b) if prior action by the Board of Directors is not required with respect to the corporate action to be taken without a meeting, the record date for determining shareholders entitled to express consent to, or dissent from, a proposal without a meeting, shall be the first date on which a signed written consent is properly delivered to the Corporation; and

(c) the record date for determining shareholders for any other purpose shall be the close of business on the day on which the resolution of the Board of Directors relating to the action is adopted.

A determination of shareholders of record entitled to notice of, or to vote at, a shareholders' meeting shall apply to any adjournment of the meeting, unless the Board of Directors fixes a new record date for the adjourned meeting.

Only shareholders of record on the record date shall be entitled to notice of, or to participate in, the action relating to the record date, notwithstanding any transfer of shares on the Corporation's books after the record date. This Section 6.4 shall not affect the rights of a shareholder and the shareholder's transferor or transferee as between themselves.

6.5 Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of a share for all purposes, including notices, voting, consents, dividends and distributions, and shall not be bound to recognize any other person's equitable or other claim to interest in such share, regardless of whether it has actual or constructive notice of such claim or interest.

ARTICLE VII

INDEMNIFICATION

The Corporation shall, to the fullest extent authorized or permitted by the Michigan Business Corporation Act, (a) indemnify any person, and his or her heirs, personal representatives, executors, administrators and legal representatives, who was, is, or is threatened to be made, a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that such person is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (collectively, "Covered Matters"); and (b) pay or reimburse the reasonable expenses incurred by such person and his or her heirs, executors, administrators and legal representatives in connection with any Covered Matters in advance of final disposition of such Covered Matters. The Corporation may provide such other indemnification to directors, officers, employees and agents by insurance, contract or otherwise as is permitted by law and authorized by the Board of Directors.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Checks and Funds. All checks, drafts or demands for money and notes of the Corporation must be signed by such officer or officers or such other person or persons as the Board of Directors from time to time designates. All funds of the Corporation not otherwise employed shall be deposited or used as the Board of Directors from time to time designates.

8.2 Fiscal Year. The fiscal year of the Corporation shall end on such date as the Board of Directors from time to time determines.

8.3 Corporate Seal. The Board of Directors may adopt a corporate seal for the Corporation. The corporate seal, if adopted, shall be circular and contain the name of the Corporation and the words "Corporate Seal Michigan". The seal may be used by causing it or a facsimile of it to be impressed, affixed, reproduced or otherwise.

8.4 Books and Records. The Corporation shall keep within or outside of Michigan books and records of account and minutes of the proceedings of its shareholders, Board of Directors and Board committees, if any. The Corporation shall keep at its registered office or at the office of its transfer agent within or outside of Michigan records containing the names and addresses of all shareholders, the number, class and series of shares held by each and the dates when they respectively became recordholders of shares. Any of such books, records or minutes may be in written form or in any other form capable of being converted into written form within a reasonable time.

8.5 Financial Statements. The Corporation shall cause to be made and distributed to its shareholders, within four months after the end of each fiscal year, a financial report (including a statement of income, year-end balance sheet, and, if prepared by the Corporation, its statement of sources and application of funds) covering the preceding fiscal year of the Corporation.

ARTICLE IX

AMENDMENTS

These Bylaws may be amended or repealed, or new Bylaws may be adopted, by action of either the shareholders or a majority of the Board of Directors then in office. The Articles of

Incorporation or these Bylaws may from time to time specify particular provisions of the Bylaws which may not be altered or repealed by the Board of Directors.

ARTICLE X

SCOPE OF BYLAWS

These Bylaws govern the regulation and management of the affairs of the Corporation to the extent that they are consistent with applicable law and the Articles of Incorporation; to the extent they are not consistent, applicable law and the Articles of Incorporation shall govern.

C & S 101 (12-78) (Please do not write in spaces below—for Department use)

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

EFFECTIVE DATE If different than date of filing:	FILED APR - 4 1980 DIRECTOR Michigan Department of Commerce	Date Received APR - 2 1980
Corporation Number	011-192	

(SEE INSTRUCTIONS ON REVERSE SIDE)

ARTICLES OF INCORPORATION

(Domestic Profit Corporation)

These Articles of Incorporation are signed by the incorporator(s) for the purpose of forming a profit corporation pursuant to the provisions of Act 284, Public Acts of 1972, as amended, as follows:

ARTICLE I (See Part 1 of instructions on Page 4.)

The name of the corporation is LETICA RESOURCES, INC.

ARTICLE II (See Part 2 of instructions on Page 4.) (If space below is insufficient, continue on Page 3.)

The purpose or purposes for which the corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the Business Corporation Act of Michigan.

ARTICLE III

The total authorized capital stock is:

1. Common Shares 50,000 Par Value Per Share $1.00
   Preferred Shares ____ Par Value Per Share $____

and/or shares without par value as follows (See Part 3 of instructions on Page 4.)

2. Common Shares ____ Stated Value Per Share $____
   Preferred Shares ____ Stated Value Per Share $____

3. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:
(If space below is insufficient, continue on Page 3.)

ARTICLE IV

1. The address of the initial registered office is: (See Part 4 of instructions on Page 4.)

1600 West Hamlin Road (NO. AND STREET) Rochester (CITY) Michigan (ZIP) 48063

2. Mailing address of the initial registered office if different than above (See Part 4 of instructions on Page 4.)

(P. O. BOX) (CITY) Michigan (ZIP)

3. The name of the initial resident agent at the registered office is:

Ilija Letica

ARTICLE V (See Part 5 of instructions on Page 4.)

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
Sam DuBois	280 N. Woodward, Ste. 300, Birmingham, Michigan 48011

ARTICLE VI OPTIONAL (Delete Article VI if not applicable.)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing ¾ in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

ARTICLE VII OPTIONAL (Delete Article VII if not applicable.)

Any action required or permitted by this act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote thereon were present and voted.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who have not consented in writing.

(Use space below for continuation of previous Articles and/or for additional Articles.)

Please indicate which article you are responding to and/or insert any desired additional provisions authorized by the act by adding additional articles here.

I (We), the incorporator(s) sign my (our) name(s) this 1st day of April 19 80.

Sam DuBois

SAM DuBOIS

(INSTRUCTIONS ON PAGE 4)

C & S—101 (Rev. 12-78)

INFORMATION AND INSTRUCTIONS

Articles of Incorporation — Profit Domestic Corporations

1. Article I—The corporate name of a domestic profit corporation is required to contain one of the following words or abbreviations: "Corporation", "Company", "Incorporated", "Limited", "Corp.", "Co.", "Inc." or "Ltd."

2. Article II may state, in general terms, the character of the particular business to be carried on. Under section 202(b) of the law, it is a sufficient compliance to state substantially, **alone or with specifically enumerated purposes**, that the corporation may engage in any activity within the purposes for which corporations may be organized under the Business Corporation Act. The law requires, however, that educational corporations must state their specific purposes.

3. Article III (2)—The law requires the incorporators of a domestic corporation having **shares without par value** to submit **in writing** the amount of consideration proposed to be received **for each share** which shall be allocated to stated capital. Such stated value may be indicated either in Article III (2) or in a written statement accompanying the Articles of Incorporation.

4. Article IV—A post office box is not permitted to be designated as the address of the registered office in part 1 of Article IV. The mailing address in part 2 of Article IV may differ from the address of the registered office **only** if a post office box address in the same city as the registered office is designated as the mailing address.

5. Article V—The law requires one or more incorporators.
The addresses should include a street number and name (or other designation), in addition to the name of the city and state.

6. The duration of the corporation should be stated in the Articles **only if the duration is not perpetual.**

7. The Articles must be signed in ink by each incorporator. The names of the incorporators as set out in Article V should correspond with the signatures.

8. One original copy of the Articles is required. A true copy will be returned by the Corporation and Securities Bureau to the person submitting the Articles for filing.

9. An effective date, not later than 90 days after the date of filing, may be stated on page 3 of the Articles of Incorporation.

10. FEES: Filing Fee **$10.00**
Franchise Fee—½ mill (.0005) on each dollar of authorized capital stock, with a minimum franchise fee of **$25.00**
(Make fee payable to State of Michigan)
Total minimum fees..... **$35.00**

11. Mail Articles of Incorporation and fees to:

Michigan Department of Commerce
Corporation and Securities Bureau
Corporation Division
P. O. Box 30054
Lansing, Michigan 48909

UNITED STATES OF AMERICA

The State of Michigan

Michigan Department of Commerce

Lansing, Michigan

To All To Whom These Presents Shall Come:

I, William T. McLaughlin, Director, Michigan Department of Commerce, Do Hereby Certify That Articles of Incorporation of

LETICA RESOURCES, INC.

were duly filed in this office on the 4th *day of* April *,19* 80 *,*
in conformity with Act 284, Public Acts of 1972, as amended.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 4th *day of* April *,19* 80

William T McLaughlin
Director

C & S—175

B Y L A W S

O F

LETICA RESOURCES, INC.

ARTICLE I

Offices

Section 1. The principal office shall be at such place as the directors of the Corporation shall from time to time designate within the State of Michigan.

Section 2. The Corporation may also have offices at such other places both within and without the State of Michigan as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

Meetings of Stockholders

Section 1. Meetings of stockholders may be held at such time and place as shall be determined by the Board of Directors, within or without the State of Michigan, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of stockholders shall be held on the last Wednesday in the fourth month after the month in which the Company's fiscal year ends at 2:00 p.m. o'clock Eastern Standard Time, at which time they shall elect by a plurality vote a Board of Directors, and transact such other business as may properly be brought before the meeting.

Section 3. Written notice of the annual meeting shall be

given to each stockholder entitled to vote thereat at least ten (10) days, but not more than sixty (60) days, before the date of the meeting.

Section 4. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days but not more than sixty (60) days before every election of directors, a complete list of the stockholders entitled to vote at said election, arranged in alphabetical order, showing the address of and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, during ordinary business hours, for a period of at least ten (10) days prior to the election, either at a place within the city, town or village where the election is to be held and which place shall be specified in the notice of the meeting, or, if not specified, at the place where said meeting is to be held, and the list shall be produced and kept at the time and place of election during the whole time thereof, and subject to the inspection of any stockholder who may be present.

Section 5. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the President and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the Corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 6. Written notice of a special meeting of stockholders, stating the time, place and object thereof, shall be given to each stockholder entitled to vote thereat at least ten (10) days before

the date fixed for the meeting.

Section 7. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 8. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 9. When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power, present in person or represented by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes or of the certificate of incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Each stockholder shall, at every meeting of the stockholders, be entitled to one (1) vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three (3) years from its date,

unless the proxy provides for a longer period, and, except where the transfer books of the Corporation have been closed or a date has been fixed as a record date for the determination of its stockholders entitled to vote, no share of stock shall be voted on at any election for directors which has been transferred on the books of the Corporation within twenty (20) days next preceding such election of directors.

ARTICLE III

Directors

Section 1. The number of directors which shall constitute the whole board shall be not less than one (1) nor more than four (4). The first board shall consist of two (2) directors. Thereafter, within the limits above specified, the number of directors shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced.

Section 3. The business of the Corporation shall be managed by its Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute

or by the certificate of incorporation or by these Bylaws directed or required to be exercised or done by the stockholders.

Meetings of the Board of Directors

Section 4. The Board of Directors of the Corporation may hold meetings, both regular and special, either within or without the State of Michigan.

Section 5. The first meeting of each newly elected Board of Directors shall be held at such time and place as shall be fixed by the vote of the stockholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided that a quorum shall be present. In the event of the failure of the stockholders to fix the time or place of such first meeting of the newly elected Board of Directors, or in the event such meeting is not held at the time and place so fixed by the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors, or as shall be specified in a written waiver signed by all of the directors.

Section 6. Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the board.

Section 7. Special meetings of the board may be called by the President on two (2) days' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of

one (1) director.

Section 8. At all meetings of the board, one (1) director shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 9. Unless otherwise restricted by the certificate of incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if prior to or after such action a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the board or committee.

Committees of Directors

Section 10. The Board of Directors may, by resolution passed by a majority of the whole board, designate one or more committees, each committee to consist of one or more of the directors of the Corporation, which, to the extent provided in the resolution, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation, except as are prohibited by statute, and may authorize the seal of the Corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by reso-

lution adopted by the Board of Directors.

Section 11. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Compensation of Directors

Section 12. The directors may be paid their expense, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

ARTICLE IV

Notices

Section 1. Notices to directors and stockholders shall be in writing and delivered personally or mailed to the directors or stockholders at their addresses as they appear on the books of the Corporation. Notice by mail shall be deemed to be given at the time when the same shall be mailed. Notice to directors may also be given by telegram.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or of the certificate of incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated

therein, shall be deemed equivalent thereto.

ARTICLE V

Officers

Section 1. The officers of the Corporation shall be chosen by the Board of Directors and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may also choose additional Vice Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Two or more offices may be held by the same person, except that where the offices of President and Secretary are held by the same person, such person shall not hold any other office.

Section 2. The Board of Directors, at its first meeting after each annual meeting of stockholders, shall choose a President from among the directors and shall choose one or more Vice Presidents, a Secretary and a Treasurer, none of whom need be a member of the board.

Section 3. The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

Section 4. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. The officers of the Corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board

of Directors.

The President

Section 6. The President shall be the chief executive officer of the Corporation, shall have general and active management of the business of the Corporation, and shall see that all orders and resolutions of the Board of Directors are carried into effect.

Section 7. The President shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

The Vice Presidents

Section 8. The Vice President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

The Secretary and Assistant Secretaries

Section 9. The Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like

duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. He shall keep in safe custody the seal of the Corporation and, when authorized by the Board of Directors, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of an Assistant Secretary.

Section 10. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

The Treasurer and Assistant Treasurers

Section 11. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors.

Section 12. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer

on behalf of the Corporation and a registrar, the signature of any such President, Vice President, Treasurer, Assistant Treasurer, Secretary or Assistant Secretary may be facsimile. In case any officer or officers who have signed, or whose facsimile signature or signatures have been used on, any such certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation or otherwise, before such certificate or certificates have been delivered by the Corporation, such certificate or certificates may nevertheless be adopted by the Corporation and be issued and delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures have been used thereon had not ceased to be such officer or officers of the Corporation.

Lost Certificates

Section 3. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to

and of the financial condition of the Corporation.

Section 13. If required by the Board of Directors, the Treasurer shall give the Corporation a bond [which shall be renewed every six (6) years] in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 14. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VI

Certificates of Stock

Section 1. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by, or in the name of the Corporation by, the President or a Vice President and the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Where a certificate is signed (a) by a transfer agent or an assistant transfer agent or (b) by a transfer clerk acting

have been lost or destroyed.

Transfers of Stock

Section 4. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Closing of Transfer Books

Section 5. The Board of Directors may close the stock transfer books of the Corporation for a period not exceeding fifty (50) days preceding the date of any meeting of stockholders or the date for payment of any dividend or the date for the allotment of rights or the date when any change or conversion or exchange of capital stock shall go into effect or for a period not exceeding fifty (50) days in connection with obtaining the consent of stockholders for any purpose. In lieu of closing the stock transfer books as aforesaid, the Board of Directors may fix in advance a date, not exceeding fifty (50) days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining such consent, as a record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to any such allotment of

rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to give such consent, and in such case such stockholders, and only such stockholders as shall be stockholders of record on the date so fixed, shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date fixed as aforesaid.

Registered Stockholders

Section 6. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Michigan.

ARTICLE VII

General Provisions

Dividends

Section 1. Dividends upon the capital stock of the Corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property,

or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the directors shall think conducive to the interest of the Corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Annual Statement

Section 3. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clear statement of the business and condition of the Corporation.

Checks

Section 4. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Seal

Section 5. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words

"Corporate Seal, Michigan". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VIII

Amendments

Section 1. These Bylaws may be altered or repealed at any regular meeting of the stockholders or of the Board of Directors or at any special meeting of the stockholders or of the Board of Directors if notice of such alteration or repeal be contained in the notice of such special meeting. No change of the time or place of the meeting for the election of directors shall be made within sixty (60) days next before the day on which such meeting is to be held, and, in case of any change of such time or place, notice thereof shall be given to each stockholder in person or by letter mailed to his last-known post office address at least twenty (20) days before the meeting is held.

* * * *

Form
LLC1011
(Rev. 04/23)

State Corporation Commission

Articles of Organization of a Virginia Limited Liability Company

Section I: LLC Information

Enter a unique name. It must contain **limited liability company, limited company or an abbreviation**. Complete a Name Availability Check to confirm the name is unique.

LLC Name: M&H Plastics, LLC

LLC Contact Number (optional): _____ LLC Email (optional): _____

Section II: Principal Office Address

Enter the complete physical address of the LLC principal executive office. Provide a street number and name.

Address Line 1: 101 Oakley Street

Address Line 2: _____

City: Evansville State: Indiana Zip Code: 47710

Section III: Registered Agent

Enter the initial registered agent's name. The LLC cannot act as their own registered agent.

Registered Agent Name: Corporation Service Company Registered Agent Email (optional): _____

Section IV: Qualification

Choose **one** qualification for the registered agent.

1) An Individual who is a resident of Virginia **and**

- ☐ a member of the Virginia State Bar.
- ☐ a member or manager of the LLC.
- ☐ an officer or director of a corporation that is a member or manager of the LLC.
- ☐ a general partner of a general or limited partnership that is a member or manager of the LLC.
- ☐ a trustee of a trust that is a member or manager of the LLC.
- ☐ a member or manager of an LLC that is a member or manager of the LLC or

2) ☒ a domestic or foreign stock or nonstock corporation, limited liability company or registered limited liability partnership authorized to transact business in Virginia.

Section V: Registered Office Address

Enter the physical address of the initial registered office which is identical to the business office of the registered agent. Provide a street number and name.

Address Line 1: 100 Shockoe Slip Fl 2

Address Line 2: _____

City: Richmond State VA Zip Code 23219-4100

☒ City ☐ County County / City name: Richmond City

Section VI: Signatures

Organizer(s) must sign.

Signature _____ Printed name Jason K. Greene Date 8/9/2024

Exhibit 3.25

NORTH CAROLINA
Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

PROVIDENCIA USA, INC.

the original of which was filed in this office on the 8th day of August, 2008.

Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 25th day of July, 2017.

Certification# 100935248-1 Reference# 13948503- Page: 1 of 3
Verify this certificate online at http://www.sosnc.gov/verification

/s/ Elaine F. Marshall
Secretary of State

SOSID: 1057648
Date Filed: 8/8/2008 9:14:00 AM
Elaine F. Marshall
North Carolina Secretary of State
C200822000288

State of North Carolina
Department of the Secretary of State

ARTICLES OF INCORPORATION

Pursuant to §55-2-02 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Incorporation for the purpose of forming a business corporation.

1. The name of the corporation: Providencia USA, Inc.

2. The corporation is authorized to issue 100,000 shares, all of one class, designated as common stock.

3. The street address, mailing address, and county of the initial registered office of the corporation is:

   Number and Street: 225 Hillsborough Street

   City, State, Zip Code: Raleigh, NC 27603 County: Wake

4. The name of the initial registered agent is CT Corporation System.

5. The corporation does not have a principal office.

6. To the fullest extent from time to time permitted by law, no person who is serving or who has served as a director of the corporation shall be personally liable in any action for monetary damages for breach of his or her duty as a director, whether such action is brought by or in the right of the corporation or otherwise. Neither the amendment or repeal of this Article, nor the adoption of any provision of these Articles of Incorporation inconsistent with this Article, shall eliminate or reduce the protection afforded by this Article to a director of the corporation with respect to any matter which occurred, or any cause of action, suit or claim which but for this Article would have accrued or arisen, prior to such amendment, repeal or adoption.

7. The name and address of each incorporator is as follows:

   Joy Mayo
   2100 Wachovia Capitol Center
   150 Fayetteville Street
   Raleigh, NC 27601

8. These articles will be effective upon filing.

This the 7th day of August, 2008.

/s/ Joy Mayo
Joy Mayo, Incorporator

NORTH CAROLINA
Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF CORRECTION

OF

PROVIDENCIA USA, INC.

the original of which was filed in this office on the 27th day of August, 2008.

Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 25th day of July, 2017.

/s/ Elaine F. Marshall
Secretary of State

SOSID: 1057648
Date Filed: 8/27/2008 9:23:00 AM
Effective: 8/8/2008
Elaine F. Marshall
North Carolina Secretary of State
C200823900122

State of North Carolina
Department of the Secretary of State

ARTICLES OF CORRECTION

Pursuant to §55D-14 of the General Statutes of North Carolina, the undersigned entity hereby submits these Articles of Correction for the purpose of correcting a document filed by the Secretary of State.

1. The name of the entity is: Providencia USA, Inc.

2. The type of business entity is: X Domestic Corporation, ☐Foreign Corporation,
☐Domestic Nonprofit Corporation, ☐Foreign Nonprofit Corporation,
☐Domestic Limited Liability Company, ☐Foreign Limited Liability Company
☐Domestic Limited Partnership, ☐Foreign Limited Partnership
☐Domestic Limited Liability Partnership, ☐Foreign Limited Liability Partnership.

3. On the 8th day of August, 2008, the business entity filed Articles of Organization.

4. This document was incorrect in the following manner (*specify the incorrect statement and the reason it is incorrect or the manner in which the execution was defective):*

Article 5 incorrectly stated that the corporation does not have a principal office.

5. The incorrect matters stated in Item 4 above should be revised as follows or the corrected document may be attached:

Article 5 should be deleted in its entirety and the following new Article 5 inserted:

"5. The corporation has a principal office.

The street address and county of the principal office of the corporation is:

Number and Street: 184 Deer Ridge Dr.

City, State, Zip Code: Statesville, NC 28625 County: Iredell

The mailing address of the principal office of the corporation is:

P.O. Box 1186, Statesville, NC 28687 County: Iredell

This the 26th day of August, 2008.

Providencia USA, Inc.

By: /s/ Joy Mayo
Joy Mayo, Incorporator

NOTES:

1. Filing fee is $10. This document must be filed with the Secretary of State.
2. For effective date of these Articles of Correction, see N.C.G.S. §55D-14.

CORPORATIONS DIVISION P.O. BOX 29622 RALEIGH, NC 27626-0622
(Revised January 2002) *(Form BE-02)*

NORTH CAROLINA
Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF AMENDMENT

OF

PROVIDENCIA USA, INC.

the original of which was filed in this office on the 11th day of February, 2016.

Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 25th day of July, 2017.

Certification# 100935250-1 Reference# 13948553- Page: 1 of 3
Verify this certificate online at http://www.sosnc.gov/verification

/s/ Elaine F. Marshall
Secretary of State

SOSID: 1057648
Date Filed: 2/11/2016 12:39:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C2016 042 00508

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
PROVIDENCIA USA, INC.

Pursuant Section 55-10-06 of the General Statutes of North Carolina, the undersigned corporation hereby submits the following Articles of Amendment for the purpose of amending its Articles of Incorporation:

1. The name of the corporation is **Providencia USA, Inc.**

2. The Articles of Incorporation are hereby amended by deleting Article 2 in its entirety and inserting in lieu thereof a new Article 2 as follows:

   The corporation is authorized to issue One Hundred Fifty Billion (150,000,000,000) shares, all of one class, designated as common stock.

3. The foregoing amendment was adopted and approved by shareholder action effective February 10, 2016, and such shareholder adoption and approval was obtained as required by Chapter 55 of the North Carolina General Statutes.

4. These Articles of Amendment shall be effective upon acceptance for filing by the North Carolina Secretary of State.

[Signature follows on next page]

IN WITNESS WHEREOF, the corporation has executed these Articles of Amendment on this 10th day of February, 2016.

PROVIDENCIA USA. INC., a North Carolina corporation

By: /s/ Jason Greene
Jason Greene
Executive Vice President, General Counsel and Secretary

[Articles of Amendment to the Articles of Incorporation of Providencia USA, Inc.]

Providencia USA, Inc.

EXHIBIT A

AMENDED AND RESTATED BY-LAWS

[Attached]

AMENDED AND RESTATED BY-LAWS

OF

PROVIDENCIA USA, INC.

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office of Providencia USA, Inc. (the "Corporation") in the State of North Carolina shall be at 327 Hillsborough Street, Raleigh, North Carolina 27603, and the registered agent in charge thereof shall be Corporation Service Company.

Section 1.2 Other Offices. The Corporation may have other offices, either within or without the State of North Carolina, at such place or places as the Board of Directors may from time to time select or the business of the Corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 2.1 Annual Meetings. The annual meeting of the stockholders of the Corporation for the election of directors and such other business as may be stated in the notice of the meeting shall be held at such place, either within or without the State of North Carolina, on such date and at such time as shall from time to time be fixed by the Board of Directors. At the annual meeting, the stockholders shall elect a Board of Directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the stockholders of the Corporation for any purpose or purposes may be called by the Chief Executive Officer or the Secretary or by resolution of the Board of Directors.

Section 2.3 Voting. Each stockholder entitled to vote in accordance with the terms of the Certificate of Incorporation and these By-Laws may vote in person or by proxy, but no proxy shall be voted after three years from its date unless such proxy provides for a longer period. All elections for directors shall be decided by plurality vote; all other questions shall be decided by majority vote, in each case except as otherwise provided in the Certificate of Incorporation or the laws of the State of North Carolina.

A complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, with the address of each and the number of shares held by each, shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least ten days prior to the meeting (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the Corporation. The list shall also be produced and kept at the time and place of the meeting and may be inspected by any stockholder who is entitled to be present.

Section 2.4 Quorum. Except as otherwise required by law, the Certificate of Incorporation or these By-Laws, the presence, in person or by proxy, of stockholders holding shares constituting a majority of the voting power of the Corporation shall constitute a quorum at all meetings of the stockholders. In case a quorum shall not be present at any meeting, a majority in interest of the stockholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of stock entitled to vote shall be present. At any such adjourned meeting at which the requisite amount of stock entitled to vote shall be represented, any business may be transacted that might have been transacted at the meeting as originally noticed, but only those stockholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof.

Section 2.5 Notice of Meetings. Written notice, stating the place, date and time of the meeting and the business to be considered, shall be given to each stockholder entitled to vote thereat, at his or her address as it appears on the records of the Corporation, not less than ten nor more than sixty days before the date of the meeting.

Section 2.6 Action by Written Consent. Any action required or permitted to be taken at any meeting of stockholders may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

ARTICLE III
BOARD OF DIRECTORS

Section 3.1 General Powers. The business and affairs of the Corporation shall be managed under the direction of its Board of Directors.

Section 3.2 Number and Election. The Board of Directors shall initially consist of three directors, but this number may be from time to time increased or decreased by the Board of Directors or by the stockholders, but in no case shall the number be less than one. Directors shall hold office until their resignation, removal, retirement, death, disqualification, or until their successor is elected and has qualified. A director need not be a stockholder.

Section 3.3 Vacancies. Any vacancy occurring on the Board of Directors, including a vacancy resulting from an increase in the number of directors, may be filled by action of the stockholders or by the affirmative vote of a majority of the remaining directors though such majority be less than a quorum of the Board of Directors.

Section 3.4 Regular Meetings. The Board of Directors may hold a regular meeting at such time and place as the Board may from time to time determine. Regular meetings may be held without notice.

Section 3.5 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chief Executive Officer, the Secretary or any director. Notice of the time and place of each special meeting shall be given orally or in writing to each director in advance of the meeting. Any director may waive notice of any meeting, and attendance at or participation in any meeting shall constitute a waiver of notice of such meeting unless the director objects at the beginning of the meeting, or promptly upon arrival, to holding it or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.6 Quorum. A majority of the number of directors determined under these By-Laws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum is not present, a majority of those in attendance may adjourn the meeting from time to time until a quorum is obtained. The vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the Certificate of Incorporation or these By-Laws shall require the vote of a greater number.

Section 3.7 Removal and Resignations. Except as provided in the Certificate of Incorporation or by the laws of the State of North Carolina, any director may be removed either for or without cause at any time by the affirmative vote of the holders of a majority of the voting power entitled to vote for the election of directors, at an annual meeting or a special meeting called for the purpose. Any director may resign at any time; such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by an officer of the Corporation. The acceptance of a resignation shall not be necessary to make it effective.

Section 3.8 Action by Written Consent. Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors.

ARTICLE IV
COMMITTEES

Section 4.1 Membership. Except for those duties which by law or regulation must be performed by at least a majority of the full Board of Directors, the performance of such duties as the Board deems appropriate may be assigned to one or more committees. Each committee shall have the authority of the Board to the full extent provided in these By-Laws or as otherwise determined by the Board. Except as otherwise provided in these By-Laws, membership of each committee shall be established from time to time by the Board of Directors. All members of committees shall serve at the pleasure of the Board of Directors.

Section 4.2 Notice. Unless a committee shall provide otherwise, it shall not be necessary to give notice of any of its regular meetings. Special meetings of a committee may be called by or at the request of the chairman of the committee or in such manner as provided in these By-Laws for calling special meetings of the Board of Directors.

Section 4.3 Action by Written Consent. Any action that may be taken at a meeting of a committee of the Board of Directors may also be taken without a meeting in accordance with the procedures applicable to actions taken by the full Board of Directors.

ARTICLE V
OFFICERS

Section 5.1 Officers. The officers of the Corporation may include a Chief Executive Officer, a Chief Financial Officer, a Secretary, a Treasurer, one or more Executive Vice Presidents, one or more Vice Presidents and such other officers as may be appointed, from time to time, by the Board of Directors. Additionally, the Chief Executive Officer shall have the power to appoint and to delegate the power to appoint such officers as the Chief Executive Officer may deem appropriate.

Section 5.2 Term. Each officer of the Corporation shall serve at the pleasure of the Board of Directors, and the Board of Directors may remove any officer at any time with or without cause. Any officer, if appointed by a committee of the Board of Directors or by another officer of the Corporation, may likewise be removed by such committee or an officer of the Corporation.

Section 5.3 Authority and Duties. All officers of the Corporation shall have such authority and perform such duties in the management of the property and affairs of the Corporation as generally pertain to their respective offices, as well as such authority and duties as may be determined by the Board of Directors, a committee of the Board of Directors or the Chief Executive Officer.

Section 5.4 Employees Other Than Officers. Subject to the authority of the Board of Directors, a committee of the Board of Directors, the Chief Executive Officer or any officer authorized by a committee of the Board of Directors or the Chief Executive Officer may employ such agents and employees other than officers as such committee or officer may deem advisable for the prompt and orderly transaction of the business of the Corporation, define their duties, fix their compensation and dismiss them.

ARTICLE VI
CERTIFICATES FOR SHARES AND THEIR TRANSFER

Section 6.1 Form and Signatures. Shares of the Corporation may but need not be represented by certificates. Any certificates evidencing shares of the Corporation shall be signed by (a) the Chief Executive Officer or an Executive Vice President and (b) the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, or any other officers authorized by a resolution of the Board of Directors, and may but need not be sealed by the seal of the Corporation or a facsimile thereof. The signatures of the officers upon a certificate may be facsimiles.

Section 6.2 Lost Certificates. A new certificate of stock may be issued in the place of any certificate theretofore issued by the Corporation, alleged to have been lost or destroyed, and the Board of Directors may, in its discretion, require the owner of the lost or destroyed certificate, or such owner's legal representatives, to give the Corporation a bond, in such sum as they may direct, not exceeding double the value of the stock, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss of any such certificate, or the issuance of any such new certificate.

Section 6.3 Transfer of Shares. Assignment or transfer of shares of the Corporation shall be made only on the books of the Corporation, and any assignment or transfer shall be made at the direction of the holder of record thereof or by the legal representative of the holder of record.

ARTICLE VII
INDEMNIFICATION

Section 7.1 Indemnification, Mandatory Advancement of Expenses and Contract Rights.

(a) Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she or a person of whom he or she is the legal representative is or was, at any time during which these By-Laws are in effect (whether or not such person continues to serve in such capacity at the time any indemnification or payment of expenses pursuant hereto is sought or at the time any proceeding relating thereto exists or is brought), a director or officer of the Corporation or is or was at any such time serving at the request of the Corporation as a director, officer, trustee, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans maintained or sponsored by the Corporation (hereinafter, an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, trustee, employee or agent or in any other capacity while serving as a director, officer, trustee, employee or agent, shall be (and shall be deemed to have a contractual right to be) indemnified and held harmless by the Corporation (and any successor of the Corporation by merger or otherwise) to the fullest extent authorized by the North Carolina Business Corporation Act ("NCBCA") as the same exists or may hereafter be amended or modified from time to time (but, in the case of any such amendment or modification, only to the extent that such amendment or modification permits the Corporation to provide greater indemnification rights than said law permitted the Corporation to provide prior to such amendment or modification), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, trustee, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 7.2(a) of this Article VII, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors. The right to indemnification conferred in this Article VII shall include the right, without the need for any action by the Board of Directors, to be paid by the Corporation (and any successor of the Corporation by merger or otherwise) the expenses incurred in defending any such proceeding in advance of its final disposition, such advances to be paid by the Corporation within twenty (20) days after the receipt by the Corporation of a statement or statements from the claimant requesting such advance or advances from time to time; provided, however, that if the NCBCA requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter, the "undertaking") by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right of appeal (a "final disposition") that such director or officer is not entitled to be indemnified for such expenses under this Article VII or otherwise. The rights conferred upon indemnitees in this Article VII shall be contract rights between the Corporation and each indemnitee to whom such rights are extended that vest at the commencement of such person's service to or at the request of the Corporation and all such rights shall continue as to an indemnitee who has ceased to be a director or officer of the Corporation or ceased to serve at the Corporation's request as a director, officer, trustee, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, as described herein, and shall inure to the benefit of the indemnitee's heirs, executors and administrators.

(b) To obtain indemnification under this Article VII, a claimant shall submit to the Corporation a written request, including therein or therewith such documentation and information as is reasonably available to the claimant and is reasonably necessary to determine whether and to what extent the claimant is entitled to indemnification. Upon written request by a claimant for indemnification pursuant to the first sentence of this paragraph (b), a determination, if required by applicable law, with respect to the claimant's entitlement thereto shall be made as follows: (i) if requested by the claimant, by Independent Counsel (as hereinafter defined), or (ii) if no request is made by the claimant for a determination by Independent Counsel, (A) by the Board of Directors by a majority vote of a quorum consisting of Disinterested Directors (as hereinafter defined), (B) if a quorum of the Board consisting of Disinterested Directors is not obtainable or, even if obtainable, such quorum of Disinterested Directors so directs, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to the claimant, or (C) if a quorum of Disinterested Directors so directs, by a majority of the stockholders of the Corporation. In the event the determination of entitlement to indemnification is to be made by Independent Counsel, the Independent Counsel shall be selected by the Board. If it is so determined that the claimant is entitled to indemnification, payment to the claimant shall be made within ten (10) days after such determination.

Section 7.2 Claims.

(a) If a claim under paragraph (a) of Section 7.1 of this Article VII is not paid in full by the Corporation within thirty (30) days after a written claim pursuant to paragraph (b) of Section 7.1 of this Article VII has been received by the Corporation (except in the case of a claim for advancement of expenses, for which the applicable period is twenty (20) days), the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action that the claimant has not met the standard of conduct which makes it permissible under the NCBCA for the Corporation to indemnify the claimant for the amount claimed or that the claimant is not entitled to the requested advancement of expenses, but (except where the required undertaking, if any, has not been tendered to the Corporation) the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, Independent Counsel or stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the NCBCA, nor an actual determination by the Corporation (including its Board of Directors, Independent Counsel or stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(b) If a determination shall have been made pursuant to paragraph (b) of Section 7.1 of this Article VII that the claimant is entitled to indemnification, the Corporation shall be bound by such determination in any judicial proceeding commenced pursuant to paragraph (a) of this Section 7.2.

(c) The Corporation shall be precluded from asserting in any judicial proceeding commenced pursuant to paragraph (a) of this Section 7.2 that the procedures and presumptions of this Article VII are not valid, binding and enforceable and shall stipulate in such proceeding that the Corporation is bound by all the provisions of this Article VII.

Section 7.3 Non-Exclusivity of Rights; Amendment and Repeal. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VII: (i) shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation or these By-Laws, agreement, vote of stockholders or Disinterested Directors or otherwise and (ii) cannot be terminated by the Corporation, the Board of Directors or the stockholders of the Corporation with respect to a person's service prior to the date of such termination. Any amendment, modification, alteration or repeal of this Article VII that in any way diminishes, limits, restricts, adversely affects or eliminates any right of an indemnitee or his or her successors to indemnification, advancement of expenses or otherwise shall be prospective only and shall not, without the written consent of the indemnitee, in any way diminish, limit, restrict, adversely affect or eliminate any such right with respect to any actual or alleged state of facts, occurrence, action or omission then or previously existing, or any action, suit or proceeding previously or thereafter brought or threatened based in whole or in part upon any such actual or alleged state of facts, occurrence, action or omission.

Section 7.4 Insurance, Other Indemnification and Advancement of Expenses.

(a) The Corporation may maintain insurance, at its expense, to protect itself and any current or former director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the NCBCA. To the extent that the Corporation maintains any policy or policies providing such insurance, each such current or former director or officer, and each such agent or employee to which rights to indemnification have been granted as provided in paragraph (b) of this Section 7.4, shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage thereunder for any such current or former director, officer, employee or agent.

(b) The Corporation may, to the extent authorized from time to time by the Board of Directors or the Chief Executive Officer, grant rights to indemnification, and rights to be paid by the Corporation the expenses incurred in connection with any proceeding in advance of its final disposition, to any current or former employee or agent of the Corporation to the fullest extent of the provisions of this Article VII with respect to the indemnification and advancement of expenses of current or former directors and officers of the Corporation.

Section 7.5 Severability. If any provision or provisions of this Article VII shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (i) the validity, legality and enforceability of the remaining provisions of this Article VII (including, without limitation, each portion of any paragraph of this Article VII containing any such provision held to be invalid, illegal or unenforceable, that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and (ii) to the fullest extent possible, the provisions of this Article VII (including, without limitation, each such portion of any paragraph of this Article VII containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

Section 7.6 Definitions. For purposes of this Article VII:

(i) "Disinterested Director" means a director of the Corporation who is not and was not a party to the matter in respect of which indemnification is sought by the claimant.

(ii) "Independent Counsel" means a law firm, a member of a law firm, or an independent practitioner, that is experienced in matters of corporate law and shall include any person who, under the applicable standards of professional conduct then prevailing, would not have a conflict of interest in representing either the Corporation or the claimant in an action to determine the claimant's rights under this Article VII.

Section 7.7 Notices. Any notice, request or other communication required or permitted to be given to the Corporation under this Article VII shall be in writing and either delivered in person or sent by telecopy, telex, telegram, overnight mail or courier service, or certified or registered mail, postage prepaid, return receipt requested, to the Secretary of the Corporation and shall be effective only upon receipt by the Secretary.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.1 Execution of Instruments. All agreements, indentures, mortgages, deeds, conveyances, transfers, contracts, checks, notes, drafts, loan documents, letters of credit, guarantees, master agreements, swap agreements, security and pledge agreements, guarantees of signatures, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, powers of attorney, and other instruments or documents may be signed, executed, acknowledged, verified, attested, delivered or accepted on behalf of the Corporation by the Chief Executive Officer, any Executive Vice President, any Vice President or any individual who is listed on the personnel records of the Corporation in a position equal to any of the aforementioned officer positions, or such other officers, employees or agents as the Board of Directors or any of such designated officers or individuals may direct. The provisions of this Section 8.1 are supplementary to any other provision of these By-Laws and shall not be construed to authorize execution of instruments otherwise dictated by law.

Section 8.2 Shares of Other Corporations. The Chief Executive Officer, any Executive Vice President, Vice President, Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, or such other officers, employees or agents as the Board of Directors or such designated officers may direct, are authorized to vote, represent and exercise on behalf of the Corporation all rights incident to any and all shares of any other corporations or associations standing in the name of the Corporation. The authority herein granted to said individual to vote or represent on behalf of the Corporation any and all shares held by the Corporation in any other corporations or associations may be exercised either by the individual in person or by any duly executed proxy or power of attorney.

Section 8.3 Seal. Any Secretary, Assistant Secretary or person authorized to execute instruments in accordance with Section 6.1 shall have the authority to affix any corporate seal, or a facsimile thereof, to any document requiring a seal and to attest the same. Affixing the seal is not necessary to make the execution of any document effective or binding.

Section 8.4 Electronic Meetings. Subject to the requirements of these By-Laws or the Certificate of Incorporation, stockholders, members of the Board of Directors or members of any committee of the Board of Directors may participate in and hold meetings by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear or otherwise communicate with each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 8.5 Fiscal Year. The fiscal year of the Corporation shall be determined by the Board of Directors.

Section 8.6 Amendments. These By-Laws may be altered, amended or repealed, and new By-Laws may be adopted, by the board of Directors or by the stockholders.

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

MARCH 6, 2013

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

WIKO-USA, INC.

I, Carol Aichele, Secretary of the Commonwealth of Pennsylvania

do hereby certify that the foregoing and annexed is a true and correct

copy of

1 ARTICLES OF INCORPORATION filed on February 6, 1997
2 CHANGE OF REGISTERED OFFICE - Domestic filed on November 2, 1998
3 ARTICLES OF AMENDMENT-BUSINESS filed on December 21, 1999

which appear of record in this department.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

Carol Aichele

Secretary of the Commonwealth

Certification Number: 10905502-1
Verify this certificate online at http://www.corporations.state.pa.us/corp/soskb/verify.asp

FEB 25 '97 16:25 FR S E R S 215 972 7725 TO 19082541137# P.05/06

Profit Number

Entity Number 2232428

Filed with the Department of State on FEB 06 1997

Secretary of the Commonwealth

ARTICLES OF INCORPORATION-FOR PROFIT
OF

WIKO-USA, INC.

Name of Corporation

A TYPE OF CORPORATION INDICATED BELOW

Indicate type of domestic corporation:

X Business-stock (15 Pa.C.S. § 1306)

___ Business-nonstock (15 Pa.C.S. § 2102)

___ Business-statutory close (15 Pa.C.S. § 2303)

___ Cooperative (15 Pa.C.S. § 7102)

___ Management (15 Pa.C.S. § 2702)

___ Professional (15 Pa.C.S. § 2903)

___ Insurance (15 Pa.C.S. § 3101)

DSCB:15-306/2102/2303/2702/2903/3101/7102A (Rev 91)

In compliance with the requirements of the applicable provisions of 15 Pa C.S. (relating to corporations and unincorporated associations) the undersigned, desiring to incorporate a corporation for profit hereby, state(s) that:

1. The name of the corporation is: WIKO-USA, Inc.

2. The (a) address of the corporation's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) _____ (Number and Street) _____ (City) _____ (State) _____ (Zip) _____ (County)

(b) c/o: Penncorp Servicegroup Inc. (Name of Commercial Registered Office Provider) Dauphin (County)

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The corporation is incorporated under the provisions of the Business Corporation Law of 1988.

4. The aggregate number of shares authorized is: 1,000 shares of common stock $.01 par value (other provisions, if any, attach 8 1/2 x 11 sheet)

5. The name and address, including number and street, if any, of each incorporator is:

Name: Francis V. McNamara, III, Esquire Address: Three Wearlakes, Suite 150, 1055 Wearlakes Drive, Berwyn, PA 19312

6. The specified effective date, if any, is: _____ (month) _____ (day) _____ (year) _____ (hour, if any)

Certificate#: 10905502-1 Page 1 of 6

FEB -5 97

DSCB:15-1306/2102/2303/2702/2903/3101/7102A (Rev. 90)-2

7. Any additional provisions of the articles, if any, attach an 8 1/2 x 11 sheet:
The shareholders of the Corporation will not have cumulative voting rights.

8. Statutory close corporation only: Neither the corporation nor any shareholder shall make an offering of any of its shares of any class that would constitute a "public offering" within the meaning of the Securities Act of 1933 (15 U.S.C. § 77a et seq.).

9. Cooperative corporations only: (Complete and strike out inapplicable term) The common bond of membership among its members/shareholders is: ______

IN TESTIMONY WHEREOF, the incorporator(s) has (have) signed these Articles of Incorporation this 5th day of February, 1997.

______
(Signature)

Francis V. [illegible] (Signature)
Incorporator

** TOTAL PAGE.06 **

Microfilm Number 9930-476 Filed with the Department of State on NOV 02 1998

Entity Number 2757478

ACTING

Secretary of the Commonwealth

JK

STATEMENT OF CHANGE OF REGISTERED OFFICE

DSCB:15-1507/4144/5507/8144/8508 (Rev 90)

Indicate type of entity (check one):

X Domestic Business Corporation (15 Pa.C.S. § 1507)

___ Foreign Business Corporation (15 Pa.C.S. § 4144)

___ Domestic Nonprofit Corporation (15 Pa.C.S. § 5507)

___ Foreign Nonprofit Corporation (15 Pa.C.S. § 614

___ Domestic Limited Partnership (15 Pa.C.S. § 850

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) the undersigned corporation or limited partnership, desiring to effect a change of registered office, hereby states that:

1. The name of the corporation or limited partnership is: WIKO-USA, INC.

2. The (a) address of this corporation's or limited partnership's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is: (The Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) _____ (Number and Street) _____ (City) _____ (State) _____ (Zip) _____ (County)

(b) c/o: PENNCORP SERVICEGROUP INC. (Name of Commercial Registered Office Provider) DAUPHIN (County)

For a corporation or a limited partnership represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation or limited partnership is located for venue and official publication purposes.

3. (Complete part (a) or (b)):

(a) The address to which the registered office of the corporation or limited partnership in this Commonwealth is to be changed is:

415 EAGLEVIEW ROAD,SUITE 108, EXTON, PA 19341, CHESTER COUNTY
(Number and Street) (City) (State) (Zip) (County)

(b) The registered office of the corporation or limited partnership shall be provided by:

c/o: _____ (Name of Commercial Registered Office Provider) _____ (County)

For a corporation or a limited partnership represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation or limited partnership is located for venue and official publication purposes.

4. **(Strike out if a limited partnership):** Such change was authorized by the Board of Directors of the corporation.

IN TESTIMONY WHEREOF, the undersigned corporation or limited partnership has caused this statement to be signed by a duly authorized officer thereof this 27TH day of OCTOBER, 19 98.

WIKO-USA, INC.
(Name of Corporation/Limited Partnership)

BY: _____
(Signature)

TITLE: PRESIDENT

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Entity Number 13-1478

Secretary of the Commonwealth

ARTICLES OF AMENDMENT-DOMESTIC BUSINESS CORPORATION

DSCB:15-1915 (Rev 90)

In compliance with the requirements of 15 Pa.C.S. § 1915 (relating to articles of amendment), the undersigned business corporation, desiring to amend its Articles, hereby states that:

1. The name of the corporation is: WIKO-USA, Inc.

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) 415 Eagleview Road, Suite 108, Exton, Pennsylvania 19341 Chester
Number and Street City State Zip County

(b) c/o:_____ _____
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The statute by or under which it was incorporated is: Business Corporation Law of 1988

4. The date of its incorporation is: 2/6/97

5. (Check, and if appropriate complete, one of the following):

X The amendment shall be effective upon filing these Articles of Amendment in the Department of State.

___The amendment shall be effective on: _____ at _____
Date Hour

6. (Check one of the following):

___The amendment was adopted by the shareholders (or members) pursuant to 15 Pa.C.S. § 1914(a) and (b).

X The amendment was adopted by the board of directors pursuant to 15 Pa.C.S. § 1914(c).

7. (Check, and if appropriate complete, one of the following):

X The amendment adopted by the corporation, set forth in full, is as follows:

RESOLVED, that Article FOURTH of the Articles of Incorporation is hereby amended in its entirety to read as follows:

FOURTH. The aggregate number of shares which the Corporation shall have authority to issue is Ten Thousand (10,000) shares of Common Stock with a per value of $.01 per share.

___The amendments adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

Certification#: [illegible]

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DSC8:15-1015 (Rev 90)-2

3. (Check if the amendment restates the Articles):

___The restated Articles of Incorporation supersede the original Articles and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this 16th day of DECEMBER, 1999.

WICO-USA, INC

BY: _____ (Signature)

TITLE: PRESIDENT

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

☐ **Return document by mail to:** Name Address City State Zip Code ☐ **Return document by email to:**	Articles of Amendment Domestic Corporation DSCB:15-1915/5915 (rev. 7/2015) 1915

Read all instructions prior to completing. This form may be submitted online at https://www.corporations.pa.gov/.

Fee: $70

Check one: ☑ Business Corporation (§ 1915) ☐ Nonprofit Corporation (§ 5915)

In compliance with the requirements of the applicable provisions (relating to articles of amendment), the undersigned, desiring to amend its articles, hereby states that:

1. The name of the corporation is:
WIKO-USA, Inc.

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:
(Complete only (a) or (b), not both)

(a) Number and Street	City	State	Zip	County
415 Eagleview Road, Suite 108, Exton		Pennsylvania	19341	Chester

(b) Name of Commercial Registered Office Provider County
c/o:

3. The statute by or under which it was incorporated: Business Corporation Law of 1988, as amended

4. The date of its incorporation: 02/06/1997 (MM/DD/YYYY)

5. *Check, and if appropriate complete, one of the following*:
✓ The amendment shall be effective upon filing these Articles of Amendment in the Department of State.
____ The amendment shall be effective on: _____ (Date (MM/DD/YYYY)) at _____ (Hour (if any))

6. *Check one of the following:*

____ The amendment was adopted by the shareholders or members pursuant to 15 Pa.C.S. § 1914(a) and (b) or § 5914(a).

✓ The amendment was adopted by the board of directors pursuant to 15 Pa. C.S. § 1914(c) or § 5914(b).

7. *Check, and if appropriate complete, one of the following:*

✓ The amendment adopted by the corporation, set forth in full, is as follows

1. The name of the Corporation is: RPC Bramlage, Inc.

2. The address of the Corporation's registered office in this Commonwealth shall be 1075 Hemlock Road, Morgantown, PA 19543.

____ The amendment adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

8. *Check if the amendment restates the Articles:*

____ The restated Articles of Incorporation supersede the original articles and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this

_____ day of _____, 2017.

WIKO-USA, Inc.
Name of Corporation

Signature

Title

WIKO-USA, INC.

BYLAWS

./53.01

WIKO-USA, INC.

BYLAWS

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WIKO-USA, INC.

BYLAWS

ARTICLE I

APPLICABLE STATUTE. OFFICES

Section 1.01 Applicable Statute. These Bylaws are governed by the Pennsylvania Business Corporation Law of 1988, as from time to time amended (the "Statute").

Section 1.02 Registered Office. The location and post office address of the registered office of the Corporation in Pennsylvania shall be as specified in the Articles of Incorporation and, subject to compliance with the statute, may be changed from time to time by the Board of Directors.

Section 1.03 Other Offices. The Corporation shall also have offices at such other places within or without the Commonwealth of Pennsylvania as the Board of Directors may from time to time determine.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.01 Place of Meetings. All meetings of the shareholders shall be held at such place, within or without the Commonwealth, as may be designated from time to time by the Board of Directors and stated in the notice of meeting or in a duly executed waiver of notice thereof.

Section 2.02 Time of Meetings.

(a) Regular Meetings.--At least one meeting of the shareholders shall be held in each calendar year for the election of directors at such time as the Board of Directors shall fix, at which the shareholders shall elect a Board of Directors and transact such other business as may properly be brought before the meeting. If the regular meeting is not called and held within six months after the designated time, any shareholder may call the meeting at any time thereafter. Except as otherwise provided in these Bylaws or by the Statute, any business may be transacted at a regular meeting, whether or not the notice contained a reference thereto.

(b) Special Meetings.--Special meetings of the shareholders may be called at any time upon written notice to the Secretary of the Corporation:

(1) by the Board of Directors;

(2) unless otherwise provided in the Articles of Incorporation, by shareholders entitled to cast at least 20% of the votes that all shareholders are entitled to cast at the particular meeting; or

(3) by the Chairman of the Board, the Chief Executive Officer or the President.

It shall be the duty of the Secretary to fix the time of the meeting. If the meeting is called pursuant to this Section 2.02(b), it shall be held not more than 60 days after the receipt of the request for a special meeting. If the Secretary neglects or refuses to fix the time of the meeting, the person or persons calling the meeting may do so.

(c) Adjournments.--Adjournments of any regular or special meeting may be taken but any meeting at which directors are to be elected shall be adjourned only from day to day, or for such longer periods not exceeding 15 days each as the shareholders present and entitled to vote shall direct, until the directors have been elected.

Section 2.03 Notice.

(a) Notice in General.--Whenever written notice is required to be given under the provisions of these Bylaws, it may be given to the person either personally or by sending a copy thereof by first class or express mail, postage prepaid, or by reputable overnight courier service, charges prepaid, or by telecopier, to his address (or to his telecopier number) appearing on the books of the Corporation or, in the case of directors, supplied by him to the Corporation for the purpose of notice. Notice shall be deemed to have been given to the person entitled thereto three days after being deposited in the United States mail, postage prepaid, or one day after being delivered to a reputable overnight courier service, charges prepaid. A notice of meeting shall specify the place, day and hour of the meeting and any other information required by the Statute.

(b) Notice of Meetings of Shareholders.--Written notice of every meeting of shareholders shall be given by the Secretary to each shareholder of record entitled to vote at the meeting at least:

(1) ten days prior to the day named for a meeting called to consider a fundamental change under Chapter 19 of the Statute; or

(2) five days prior to the day named for the meeting in any other case.

If the authorized person neglects or refuses to give notice of a meeting, the person or persons calling the meeting may do so. In the case of a special meeting of shareholders, the notice shall specify the general nature of the business to be transacted.

(c) Notice of Adjourned Shareholder Meetings.--When a meeting of shareholders is adjourned, it shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which the adjournment is taken, unless the Board of Directors fixes a new record date for the adjourned meeting.

Section 2.04 Determination of Shareholders of Record.

(a) Fixing Record Date.--The Board of Directors may fix a time prior to the date of any meeting of shareholders as a record date for the determination of the shareholders entitled to

notice of, or to vote at, the meeting, which time, except in the case of an adjourned meeting, shall be not more than 90 days prior to the date of the meeting of shareholders. Only shareholders of record on the date fixed shall be so entitled notwithstanding any transfer of shares on the books of the Corporation after any record date fixed as provided herein. The Board of Directors may similarly fix a record date for the determination of shareholders of record for any other purpose. When a determination of shareholders of record has been made as provided herein for purposes of a meeting, the determination shall apply to any adjournment thereof unless the Board fixes a new record date for the adjourned meeting.

(b) Determination When No Record Date Fixed.--If a record date is not fixed:

(1) The record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day immediately preceding the day on which the meeting is held.

(2) The record date for determining shareholders entitled to express consent or dissent to corporate action in writing without a meeting, when prior action by the Board of Directors is not necessary, shall be the close of business on the day on which the first written consent or dissent is filed with the Secretary of the Corporation.

(3) The record date for determining shareholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

(c) Certification by Nominee.--The Board of Directors may adopt a Procedure whereby a shareholder of the Corporation may certify in writing to the Corporation that all or a portion of the shares registered in the name of the shareholder are held for the account of a specified person or persons. The resolution of the Board shall set forth the provisions then required by the Statute.

Section 2.05 Quorum.

(a) General Rule.--A meeting of shareholders duly called shall not be organized for the transaction of business unless a quorum is present.

(1) The presence of shareholders entitled to cast at least a majority of the votes that all shareholders are entitled to cast on a particular matter to be acted upon at the meeting shall constitute a quorum for the purposes of consideration and action on the matter.

(2) The shareholders present at a duly organized meeting can continue to do business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

(3) If a meeting cannot be organized because a quorum has not attended, those present in person or by proxy may, except as otherwise provided in the Statute, adjourn the meeting to such time and place as they may determine.

(b) Exceptions.

(1) Those shareholders entitled to vote who attend a meeting called for the election of directors that has been previously adjourned for lack of a quorum, although less than a quorum as fixed in these Bylaws, shall nevertheless constitute a quorum for the purpose of electing directors.

(2) Those shareholders entitled to vote who attend a meeting of shareholders that has been previously adjourned for one or more periods aggregating at least 15 days because of an absence of a quorum, although less than a quorum as fixed in these Bylaws, shall nevertheless constitute a quorum for the purpose of acting upon any matter set forth in the notice of the meeting if the notice states that those shareholders who attend the adjourned meeting shall nevertheless constitute a quorum for the purpose of acting upon the matter.

Section 2.06 Voting. When a quorum is present or represented at any meeting, the vote of the holders of a majority of the shares having voting powers, present in person or represented by proxy, shall decide any question brought before such meeting, including the election of directors, unless the question is one upon which, by express provision of the Statute or of the Articles of Incorporation or of these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. Except as otherwise provided in the Articles of Incorporation, every shareholder of record shall have the right, at every shareholders' meeting, to one vote for every share standing in his name on the books of the Corporation. Every shareholder may vote in person or by proxy as provided by the Statute. Elections and votes of shareholders may be viva voce unless otherwise required by law or the Board of Directors.

Section 2.07 Conference Telephone. One or more shareholders may participate in a meeting of the shareholders by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section shall constitute presence in person at the meeting.

Section 2.08 Consent of Shareholders in Lieu of Meeting. Any action required or permitted to be taken at a meeting of the shareholders or of a class of shareholders of the Corporation may be taken without a meeting upon the written consent of shareholders who would be entitled to cast the minimum number of votes that would be necessary to authorize the action at a meeting at which all the shareholders entitled to vote thereon were present and voting. All partial or unanimous written consents shall be filed with the Secretary of the Corporation. An action approved in writing by less than all of the shareholders shall not become effective until after at least 10 days' written notice of the action has been given to each shareholder entitled to vote thereon who has not consented thereto.

Section 2.09 Voting Lists. The officer or agent having charge of the transfer books for shares of the Corporation shall make a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, with the address of and number of shares held by each shareholder. The list shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting for the purposes thereof.

Section 2.10 Judges of Election.

(a) Appointment.--In advance of any meeting of shareholders of the Corporation, the Board of Directors may appoint judges of election, who need not be shareholders, to act at the meeting or any adjournment thereof. If judges of election are not so appointed, the presiding officer of the meeting may, whether or not requested by any shareholder, appoint judges of election at the meeting. The number of judges shall be one or three. A person who is a candidate for office to be filled at the meeting shall not act as a judge.

(b) Vacancies.--In case any person appointed as a judge fails to appear or fails or refuses to act, the vacancy may be filled by appointment made by the Board of Directors in advance of the convening of the meeting or at the meeting by the presiding officer thereof.

(c) Duties.--The judges of election shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, the authenticity, validity and effect of proxies, receive votes or ballots, hear and determine all challenges and questions in any way arising in connection with the right to vote, count and tabulate all votes, determine the result and do such acts as may be proper to conduct the election or vote with fairness to all shareholders. The judges of election shall perform their duties impartially, in good faith, to the best of their ability and as expeditiously as is practical. If there are three judges of election, the decision, act or certificate of a majority shall be effective in all respects as the decision, act or certificate of all.

(d) Report.--On request of the presiding officer of the meeting the judges shall make a report in writing of any challenge or question or matter determined by them, and execute a certificate of any fact found by them. Any report or certificate made by them shall be prima facie evidence of the facts stated therein.

ARTICLE III

DIRECTORS

Section 3.01 Number of Directors. The Board of Directors shall consist of at least one and not more than eleven directors, as shall be determined from time to time by resolution of the Incorporator of the Corporation or the Board of Directors subject to the power of the shareholders to change sfich action by the directors.

Section 3.02 Selection of Directors, Vacancies. The directors of the Corporation, other than those constituting the first Board of Directors, shall be elected by the shareholders. Vacancies in the Board of Directors, including vacancies resulting from an increase in the number of directors, may be filled by a majority vote of the remaining members of the Board though less than a quorum, or by a sole remaining director, and each person so selected shall be a director to serve for the balance of the unexpired term. When one or more directors resign from the Board effective at a future date, the directors then in office, including those who have so resigned, shall have power by the applicable vote to fill the vacancies, the vote thereon to take effect when the resignations become effective.

If the Corporation shall at any time have a classified Board of Directors, any director chosen to fill a vacancy, including a vacancy resulting from an increase in the number of directors,

shall hold office until the next selection of the class for which such director has been chosen, and until his successor has been selected and qualified or until his earlier death, resignation or removal.

Section 3.03 Powers. The business of the Corporation shall be managed under the direction of its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by the Statute, by the Articles of Incorporation or by these Bylaws directed or required to be exercised and done by the shareholders.

Section 3.04 Meetings. The Board of Directors may hold meetings, both regular and special, either within or without the Commonwealth of Pennsylvania.

The first meeting of each newly elected Board of Directors shall be held immediately following the annual meeting of shareholders at which such directors are elected and no notice of such meeting shall be necessary or the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors, or as shall be specified in a written waiver signed by all of the directors. At such regular annual meeting, the Board of Directors shall organize itself and elect the officers of the Corporation for the ensuing year and may transact any other business.

Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be scheduled by the directors.

Special meetings of the Board of Directors may be called by the Chairman of the Board or the Chief Executive Officer or the President on 24 hours notice to each director, given by any method permitted by Section 2.03 of these Bylaws. Special meetings shall be called by the Chairman of the Board or the Chief Executive Officer or the President or the Secretary in like manner and on like notice upon the written request of two directors.

Section 3.05 Quorum. A majority of the directors in office of the Corporation shall be necessary to constitute a quorum for the transaction of business and the acts of a majority of the directors present and voting at a meeting at which a quorum is present shall be the acts of the Board of Directors.

Section 3.06 Telephone Conferences. One or more directors may participate in a meeting of the Board of Directors (or a committee thereof) by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section shall constitute presence in person at the meeting.

Section 3.07 Action by Unanimous Consent. Any action which may be taken at a meeting of the directors or the members of any committee may be taken without a meeting if a consent or consents in writing setting forth the action so taken shall be signed by all the directors or the members of the committee, as the case may be, and shall be filed with the Secretary of the Corporation.

Section 3.08 Committees. The Board of Directors may, by resolution adopted by a majority of the directors in office, establish one or more committees to consist of one or more directors of the Corporation. Any committee, to the extent provided in the resolution, shall have and may exercise all

of the powers and authority of the Board of Directors except that a committee shall not have any power or authority as to the following:

(i) The submission to shareholders of any action requiring approval of shareholders under the Statute.

(ii) The creation or filling of vacancies in the Board of Directors.

(iii) The adoption, amendment or repeal of these Bylaws.

(iv) The amendment or repeal of any resolution of the Board that by its terms is amendable or repealable only by the Board.

(v) Action on matters committed by these Bylaws or resolution of the Board of Directors to another committee of the Board.

Section 3.09 Compensation. The Board of Directors of the Corporation or a committee of the Board shall have the authority to fix the compensation of directors for their services as directors and a director may be a salaried officer of the Corporation.

ARTICLE IV

OFFICERS AND AGENTS

Section 4.01 Titles. The officers of the Corporation shall be chosen by the Board of Directors and shall be a Chief Executive Officer, a President, a Secretary and a Treasurer who shall have such powers and duties as set forth herein and as from time to time determined by the Board of Directors. The Board may also elect, at its discretion, a Chairman of the Board, one or more vice presidents, assistant secretaries and assistant treasurers, and such other officers, agents, trustees and fiduciaries as it shall deem appropriate who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. The Chairman of the Board, Chief Executive Officer, a President and Secretary shall be natural persons of full age; the Treasurer may be a corporation but, if a natural person, shall be of full age. Any number of these offices may be held by the same person.

Section 4.02 Election of Officers. The Board of Directors, immediately after each annual meeting of shareholders, shall elect a Chief Executive Officer, a President, a Secretary and a Treasurer, who need not be members of the Board of Directors.

Section 4.03 Salaries. The salaries of all officers of the Corporation shall be fixed by the Board of Directors except to the extent that the Board has appointed committees of the Board to fix salaries.

Section 4.04 Terms of Office. The officers of the Corporation shall hold office for a term of one year and until their successors are chosen and qualify or until their earlier death, resignation or removal. Any officer elected or appointed by the Board of Directors may be removed at any time by

the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 4.05 Chairman of the Board. The Chairman of the Board, if any, shall preside at the meetings of the shareholders and the Board of Directors and shall have such powers and perform such duties as may be assigned to him by the Board of Directors.

Section 4.06 President. Subject to the Board of Directors, the President shall be the chief operating officer of the Corporation and in addition shall perform such duties as from time to time may be assigned to him by the Board. He shall be responsible for the day to day operations of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect.

Section 4.07 Chief Executive Officer. The Chief Executive Officer shall have the general, supervisory control of the business.

Section 4.08 Vice Presidents. The Vice President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 4.09 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he shall be. He shall keep in safe custody the seal of the Corporation, if any, and, when authorized by the Board of Directors, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature.

Section 4.10 Assistant Secretaries. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 4.11 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

Section 4.12 Assistant Treasurers. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall

perform such other duties and have other powers as the Board of Directors may from time to time prescribe.

ARTICLE V

SHARES OF CAPITAL STOCK

Section 5.01 Right to Certificate. Unless and until these Bylaws are amended to provide for uncertificated shares, every shareholder of record shall be entitled to a share certificate representing the shares owned by him.

Section 5.02 Form of Certificate. Share certificates shall be in such form as the Board of Directors may from time to time determine. Every share certificate shall show (1) that the Corporation is incorporated under the laws of the Commonwealth of Pennsylvania; (2) the name of the person to whom issued; and (3) the number and class of shares and the designation of the series, if any, that the certificate represents. Every share certificate shall be executed, by facsimile or otherwise, by or on behalf of the Corporation in such manner as the Board of Directors may determine. The signature of any corporate officer may be a facsimile, engraved or printed. If any officer whose signature appears on such certificate shall cease to be such officer of the Corporation for any reason, such certificate may nevertheless be adopted by the Corporation and be issued and delivered with the same effect as though the person had not ceased to be such officer of the Corporation.

Section 5.03 Registered Shareholders. Each shareholder, at the time of the issuance of the share certificate to him, shall notify the Secretary of the Corporation in writing of the address to which such shareholder wishes notices relating to the business of the Corporation to be mailed to him. He shall thereafter notify the Secretary in writing of any changes in such address. The Corporation shall be entitled to treat the holder of record of any share or shares as the holder in fact thereof and shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, and shall not be liable for any registration or transfer of shares which are registered or to be registered in the name of a fiduciary or the nominee of a fiduciary unless made with actual knowledge that a fiduciary or nominee is committing a breach of trust in requesting such registration or transfer, or with knowledge of such facts that its participation therein amounts to bad faith.

Section 5.04 Transfers of Stock. Restrictions on Transfer. Shares of the capital stock of the Corporation shall be transferable on the books of the Corporation only upon delivery of the certificates representing the same duly endorsed by the person in whose name such shares are registered or by his duly authorized attorney or representative, or accompanied by proper evidence of succession, assignment or authority to transfer. In all cases of transfer by an attorney, the original letter of attorney, duly approved or an official copy thereof, duly certified, shall be deposited and remain with the Corporation. In case of transfer by executors, administrators, guardians or other legal representatives, duly authenticated evidence of their authority shall be produced, and may be required to be deposited and remain with the Corporation in its discretion.

If shares of capital stock are subject to restrictions on their transfer, notice of the existence of a restriction shall be conspicuously noted on the face or back of the certificates evidencing such shares.

Section 5.05 Lost and Destroyed Certificates. New certificates for shares of stock may be issued to replace certificates lost, stolen, destroyed or mutilated upon such terms and conditions, including proof of loss or destruction and the giving of a satisfactory bond of indemnity as the Board of Directors or the transfer agent of the Corporation from time to time may determine.

Section 5.06 Record Date for Dividends and Distributions. Unless otherwise required by applicable regulation, the Board of Directors may fix a time, not more than fifty days prior to the date fixed for the payment of any dividend or distribution, or the date for the allotment of rights, or the date when any change, conversion or exchange of shares will be made or will go into effect, as a record date for the determination of the shareholders entitled to receive payment of any such dividend or distribution, or to receive any such allotment of rights, or to exercise the rights in respect to any such change, conversion or exchange of shares. In any such case only such shareholders as shall be shareholders of record on the day fixed shall be entitled to receive payment of such dividend or distribution, or to receive such allotment of rights, or to exercise any such rights in respect to any such change, conversion or exchange of shares, as the case may be, notwithstanding any transfer of any shares on the books of the Corporation after the date so fixed.

ARTICLE VI

DIVIDENDS. FINANCIAL REPORTS

Section 6.01 Declaration of Dividends. Dividends upon the shares of the Corporation, subject to the provisions of the Articles of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the Corporation, subject to any restrictions contained in the Articles of Incorporation.

Section 6.02 Financial Reports. Unless and to the extent the Corporation has obtained contrary written agreements from shareholders, the Corporation shall furnish its shareholders with the annual financial statements in the form and within the time period required by the Statute.

ARTICLE VII

LIMITATION OF LIABILITY, INDEMNIFICATION AND INSURANCE

Section 7.01 Limitation of Liability. No director of the Corporation shall be personally liable as such for monetary damages for any action taken, or any failure to take action, unless the director has breached or failed to perform the duties of his office under Section 1712 of the Statute, or any successor provision, and the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness. This provision shall not apply to the responsibility or liability of a director pursuant to any criminal statute or the liability of a director for payment of taxes pursuant to local, state or federal law.

Section 7.02 Indemnification. The Corporation shall indemnify any officer or director (or employee or agent designated by majority vote of the Board of Directors to the extent provided in

such vote) who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer (or employee or agent) of the Corporation or is or was serving at the request of the Corporation as a director or officer (or employee or agent) of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding. Officers and directors of subsidiaries of the Corporation shall be deemed to be persons acting as officers or directors of another corporation at the request of the Corporation. Indemnification pursuant to this Section shall not be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness. Expenses incurred by an officer, director, employee or agent purportedly indemnified by this Section in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Section shall continue as to a person who has ceased to be a director, officer, employee or agent of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 7.03 Insurance. The Board of Directors may authorize, by a vote of a majority of the whole Board of Directors, the Corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article. Furthermore, the Corporation may create a fund of any nature, which may, but need not, be under the control of a trustee, or otherwise secure or insure in any manner its indemnification obligation referred to in Section 7.02 hereof.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.01 Corporate Seal. The Board of Directors may prescribe the form of a suitable corporate seal, which shall contain the full name of the Corporation and the year and state of incorporation.

Section 8.02 Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 8.03 Signatures. All checks, agreements and other instruments of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 8.04 Waiver of Notice. Whenever any notice is required to be given under the provisions of the Statute, the Articles or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance of a person, either in person or by proxy, at any meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

ARTICLE IX

AMENDMENTS

Section 9.01 Amendments. These Bylaws may be altered, amended or repealed by a majority vote of the shareholders entitled to vote thereon at any regular or special meeting duly convened after notice to the shareholders of that purpose. The Board of Directors shall not have authority to adopt or change a Bylaw on any subject that is committed expressly to the shareholders by any provision of the Statute. Subject to those exceptions, the Board of Directors may, by majority vote, adopt, amend or repeal any of these Bylaws, subject to the power of the shareholders to change such action.

Pennsylvania Department of State

Bureau of Corporations and Charitable Organizations
PO Box 8722 | Harrisburg, PA 17105-8722
T:717-787-1057
dos.pa.gov/BusinessCharities

Entity Name:	F & S TOOL, INC.		
Jurisdiction:	PENNSYLVANIA	**Issuance Date:**	09/24/2024
Entity No.:	0002074660	**Receipt No.:**	001229079
Entity Type:	Domestic Business Corporation	**Certificate No.:**	043265325

Document Listing

Image No.	Date Filed	Effective Date	Filing Description	No. of Pages
A2622869-1	01/31/1992	01/31/1992	Initial Filing	2
A2622870-1	07/28/2020	07/28/2020	Merger with New Pennsylvania Survivor	5

** **** ****** ******** End of list ******** ****** **** **

I, Albert Schmidt, Secretary of the Commonwealth of Pennsylvania, do hereby certify that the attached document(s) referenced above are true and correct copies and were filed in this office on the date(s) indicated above.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of my office to be affixed, the day and year above written

ALBERT SCHMIDT
Secretary of the Commonwealth

Verify this certificate online at www.file.dos.pa.gov

Microfilm Number [illegible]

Filed with the Department of State on JAN 3 1 1992

Entity Number 2074660

Acting Secretary of the Commonwealth

ARTICLES OF INCORPORATION-FOR PROFIT

DSCB:15-1306/2102/2303/2702/2903/7102A (Rev 90)

Indicate type of domestic corporation (check one):

X **Business-stock** (15 Pa.C.S. § 1306)

___ **Business-nonstock** (15 Pa.C.S. § 2102)

___ **Business-statutory close** (15 Pa.C.S. § 2303)

___ **Management** (15 Pa.C.S. § 2702)

___ **Professional** (15 Pa.C.S. § 2903)

___ **Cooperative** (15 Pa.C.S. § 7102A)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) the undersigned, desiring to incorporate a corporation for profit hereby state(s) that:

1. The **name** of the corporation is: F & S Tool, Inc.

2. The (a) **address** of this corporation's initial registered office in this Commonwealth or (b) **name** of its commercial registered office provider and the county of venue is:

(a) 2300 Powell Avenue, Erie, PA 16506 (Erie)
Number and Street City State Zip County

(b) c/o: _____
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The corporation is incorporated under the provisions of the Business Corporation Law of 1988.

4. The aggregate number of **shares** authorized is: 100,000 (other provisions, if any, attach 8 1/2 x 11 sheet)

5. The name and address, including street and number, if any, of each **incorporator** is:

Name	Address
James L. Faulkner	3525 Windsor Drive, Erie, PA 16506

6. The specified effective **date**, if any, is: _____
month day year hour, if any

7. Any additional provisions of the articles, if any, attach an 8 1/2 x 11 sheet.

8. **Statutory close corporation only:** Neither the corporation nor any shareholder shall make an offering of any of its shares of any class that would constitute a "public offering" within the meaning of the Securities Act of 1933 (15 U.S.C. § 77a et seq.).

M. BURR KEIM COMPANY
(215) 563-8113 (800) 533-8113

DSCB:15-1306/2102/2303/2702/2903/7102A (Rev 90)-2

9. **Cooperative corporations only:** (Complete and strike out inapplicable term) The common bond of membership among its members/shareholders is: n/a

IN TESTIMONY WHEREOF, the incorporator(s) has (have) signed these Articles of Incorporation this 2nd day of January 1992.

James L. (Signature) Faulkner, Jr.

(Signature)

M. BURR KEIM COMPANY
(215) 563-8113 (800) 533-8113

92 JAN 31 AM 9:42 PA DEPT. OF STATE

92 FEB 11 AM 7:55 PA DEPT. OF STATE

Entity# : 2074660
Date Filed : 07/28/2020
Pennsylvania Department of State

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

☐ **Return document by mail to:**

Name RETURN PER INSTRUCTIONS ON EXPEDITE FORM

Address

City State Zip Code

☐ **Return document by email to:** _____

Statement of Merger

DSCB:15-335
(7/1/2015)

TCO200728DD1003

Read all instructions prior t

Fee: $70 plus $40 for *each* association that is a party to the merger
The minimum amount to be submitted with this filing is $150

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 335 (relating to Statement of merger), the undersigned, desiring to effect a merger, hereby states that:

A. For the surviving association:

1. The name of the surviving association is: F&S Tool, Inc.
2. The jurisdiction of formation of the surviving association: Pennsylvania
3. The type of association of the surviving association is (check only one):

- ☑ Business Corporation
- ☐ Nonprofit Corporation
- ☐ Limited Liability Company
- ☐ Limited Partnership
- ☐ Limited Liability (General) Partnership
- ☐ Limited Liability Limited Partnership
- ☐ Business Trust
- ☐ Professional Association
- ☐ Other _____

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4. The surviving association is a (check only one box, provide address and follow instructions for attachments):

☑ Domestic (Pennsylvania) filing entity already in existence on Department of State records
If applicable, attach to this Statement any amendment to its public organic record approved as part of the plan of merger.

☐ NEW domestic (Pennsylvania) filing entity (includes limited liability limited partnership)
Attach to this Statement the public organic record of the new entity.

☐ Foreign filing association or foreign limited liability partnership already registered with the Department.
If applicable, attach to this Statement any amendment to or transfer of its foreign registration approved as part of the plan of merger.

☐ Foreign filing association or foreign limited liability partnership simultaneously seeking registration with the Department of State
Attach to this Statement a completed form DSCB:15-412 (Foreign Registration Statement) with applicable fee and attachments.

Its current registered office address. *Complete part (a) **OR** (b) – not both:*

(a) 2300 Powell Avenue | Erie | PA | 16506 | Erie
Number and street | City | State | Zip | County

(b) c/o: _____
Name of Commercial Registered Office Provider | County

☐ NEW domestic (Pennsylvania) limited liability partnership or electing partnership
Attach completed DSCB:15-8201 (Statement of Registration) or DSCB:15-8701A (Statement of Election)

☐ Domestic association that is not a domestic filing association
Attach to this Statement tax clearance certificates.

The address, including street and number, if any, of its principal office:

Number and street | City | State | Zip | County

☐ Foreign association that is not, and will not, be registered with the Department of State
Attach to this Statement tax clearance certificates.

The address, including street and number, if any, of its registered or similar office, if any, required to be maintained by the law of its jurisdiction of formation; or if it is not required to maintain a registered or similar office, its principal office:

Number and street | City | State | Zip

B. For the merging association(s) that are not surviving the merger:

1. The name of the merging association is: NewHold Precision Merger Sub Corp.

2. The jurisdiction of formation of the merging association: Pennsylvania

3. The type of association is (check only one):

☑ Business Corporation	☐ Limited Partnership	☐ Business Trust
☐ Nonprofit Corporation	☐ Limited Liability (General) Partnership	☐ Professional Association
☐ Limited Liability Company	☐ Limited Liability Limited Partnership	☐ Other _____

4. Check and complete one of the following addresses.

☑	**If the merging association is a domestic filing association, domestic limited liability partnership or registered foreign association**, the current registered office address as on file with the Department of State. *Complete part (a) **OR** (b) – not both:* (a) _____ Number and street City State Zip County (b) c/o: Corporate Creations Network Inc. Erie Name of Commercial Registered Office Provider County
☐	**If the merging association is a domestic association that is *not* a domestic filing association or limited liability partnership**, the address, including street and number, if any, of its principal office: _____ Number and street City State Zip County
☐	**If the merging association is a nonregistered foreign association**, the address, including street and number, if any, of its registered or similar office, if any, required to be maintained by the law of its jurisdiction of formation; or if it is not required to maintain a registered or similar office, its principal office address: _____ Number and street City State Zip

Use Statement of Merger – Addendum (DSCB:15-335AD)
for additional merging parties that are not surviving the merger.

C. Effective date of statement of merger (check, and if appropriate complete, one of the following):

☑ This Statement of Merger shall be effective upon filing in the Department of State.

☐ This Statement of Merger shall be effective on: _____ at _____.
Date (MM/DD/YYYY) Hour (if any)

D. Approval of merger by merging associations (check all applicable statement(s)):

☑ For domestic entities – The merger was approved in accordance with 15 Pa.C.S. Chapter 3, Subchapter C (relating to merger).

☐ For foreign associations – The merger was approved in accordance with the laws of the jurisdiction of formation.

☐ For domestic associations that are not domestic entities – The merger was approved by the interest holders of the merging association in the manner required by its organic law.

E. Attachments (see Instructions for required and optional attachments).

IN TESTIMONY WHEREOF, the undersigned merging associations have caused this Statement of Merger to be signed by duly authorized officers thereof this 28th day of July, 20 20.

F&S Tool, Inc.	NewHold Precision Merger Sub Corp.
Name of Merging Association	Name of Merging Association
Signature	Signature
President	
Title	Title

C. Effective date of statement of merger (check, and if appropriate complete, one of the following):

☑ This Statement of Merger shall be effective upon filing in the Department of State.

☐ This Statement of Merger shall be effective on: _____ at _____.
Date (MM/DD/YYYY) Hour (if any)

D. Approval of merger by merging associations (check all applicable statement(s)):

☑ For domestic entities – The merger was approved in accordance with 15 Pa.C.S. Chapter 3, Subchapter C (relating to merger).

☐ For foreign associations – The merger was approved in accordance with the laws of the jurisdiction of formation.

☐ For domestic associations that are not domestic entities – The merger was approved by the interest holders of the merging association in the manner required by its organic law.

E. Attachments (see Instructions for required and optional attachments).

IN TESTIMONY WHEREOF, the undersigned merging associations have caused this Statement of Merger to be signed by duly authorized officers thereof this 28th day of July , 20 20 .

F&S Tool, Inc.	NewHold Precision Merger Sub Corp.
Name of Merging Association	Name of Merging Association
Signature	Signature
	Chief Executive Office
Title	Title

Exhibit 3.30

AMENDED AND RESTATED BY-LAWS

OF

F&S TOOL, INC.

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office of F&S TOOL, INC. (the "Corporation") in the Commonwealth of Pennsylvania, and the registered agent in charge thereof, shall be as set forth in the Articles of Incorporation, as may be amended.

Section 1.2 Other Offices. The Corporation may have other offices, either within or without the Commonwealth of Pennsylvania, at such place or places as the Board of Directors may from time to time select or the business of the Corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 2.1 Annual Meetings. The annual meeting of the stockholders of the Corporation for the election of directors and such other business as may be stated in the notice of the meeting shall be held at such place, either within or without the Commonwealth of Pennsylvania, on such date and at such time as shall from time to time be fixed by the Board of Directors. At the annual meeting, the stockholders shall elect a Board of Directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the stockholders of the Corporation for any purpose or purposes may be called by the Chief Executive Officer or the Secretary or by resolution of the Board of Directors.

Section 2.3 Voting. Each stockholder entitled to vote in accordance with the terms of the Articles of Incorporation and these By-Laws may vote in person or by proxy, but no proxy shall be voted after three years from its date unless such proxy provides for a longer period. The authorization of a person to act as proxy may be documented, signed, and delivered in accordance with Section 1759 of the Business Corporation Law of the Commonwealth of Pennsylvania (the "BCL") provided that such authorization shall set forth, or be delivered with, information enabling the Corporation to determine the identity of the stockholder granting such authorization. All elections for directors shall be decided by plurality vote; all other questions shall be decided by majority vote, in each case except as otherwise provided in the Articles of Incorporation or the laws of the Commonwealth of Pennsylvania.

A complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, with the address of each and the number of shares held by each, shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least ten days prior to the meeting (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the Corporation for a period of ten days ending on the day before the meeting date. The list shall also be produced and kept at the time and place of the meeting and may be inspected by any stockholder who is entitled to be present.

Section 2.4 Quorum. Except as otherwise required by law, the Articles of Incorporation or these By-Laws, the presence, in person or by proxy, of stockholders holding shares constituting a majority of the voting power of the Corporation shall constitute a quorum at all meetings of the stockholders. In case a quorum shall not be present at any meeting, a majority in interest of the stockholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of stock entitled to vote shall be present. At any such adjourned meeting at which the requisite amount of stock entitled to vote shall be represented, any business may be transacted that might have been transacted at the meeting as originally noticed, but only those stockholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof.

Section 2.5 Notice of Meetings. Written notice, stating the place, date and time of the meeting and the business to be considered, shall be given to each stockholder entitled to vote thereat, at his or her address as it appears on the records of the Corporation, not less than ten nor more than sixty days before the date of the meeting. Without limiting the manner by which notices of meetings otherwise may be given effectively to stockholders, any such notice may be given by electronic transmission in accordance with applicable law.

Section 2.6 Action by Written Consent. Any action required or permitted to be taken at any meeting of stockholders may be taken without a meeting, without prior notice and without a vote if a consent in writing or by electronic transmission (and any consent may be documented, signed, and delivered in any manner permitted by Section 1766 of the BCL), setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

ARTICLE III
BOARD OF DIRECTORS

Section 3.1 General Powers. The business and affairs of the Corporation shall be managed under the direction of its Board of Directors.

Section 3.2 Number and Election. The Board of Directors shall initially consist of three directors, but this number may be from time to time increased or decreased by the Board of Directors or by the stockholders, but in no case shall the number be less than one. Directors shall hold office until their resignation, removal, retirement, death, disqualification, or until their successor is elected and has qualified. A director need not be a stockholder.

Section 3.3 Vacancies. Any vacancy occurring on the Board of Directors, including a vacancy resulting from an increase in the number of directors, may be filled by action of the stockholders or by the affirmative vote of a majority of the remaining directors though such majority be less than a quorum of the Board of Directors.

Section 3.4 Regular Meetings. The Board of Directors may hold a regular meeting at such time and place as the Board may from time to time determine. Regular meetings may be held without notice.

Section 3.5 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chief Executive Officer, the Secretary or any director. Notice of the time and place of each special meeting shall be given orally, in writing or by electronic transmission as permitted by applicable law to each director in advance of the meeting. Any director may waive notice of any meeting, and attendance at or participation in any meeting shall constitute a waiver of notice of such meeting unless the director objects at the beginning of the meeting, or promptly upon arrival, to holding it or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.6 Quorum. A majority of the number of directors determined under these By-Laws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum is not present, a majority of those in attendance may adjourn the meeting from time to time until a quorum is obtained. The vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the Articles of Incorporation or these By-Laws shall require the vote of a greater number.

Section 3.7 Removal and Resignations. Except as provided in the Articles of Incorporation or by the laws of the Commonwealth of Pennsylvania, any director may be removed either for or without cause at any time by the affirmative vote of the holders of a majority of the voting power entitled to vote for the election of directors, at an annual meeting or a special meeting called for the purpose. Any director may resign at any time; such resignation shall be made in writing or by electronic transmission as permitted by applicable law and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by an officer of the Corporation. The acceptance of a resignation shall not be necessary to make it effective.

Section 3.8 Action by Written Consent. Unless otherwise restricted by the Articles of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent thereto in writing or by electronic transmission as permitted by applicable law (and any consent may be documented, signed, and delivered in any manner permitted by Section 1727 of the BCL), and the writing or writings are filed with the minutes of proceedings of the Board of Directors.

ARTICLE IV
COMMITTEES

Section 4.1 Membership. Except for those duties which by law or regulation must be performed by at least a majority of the full Board of Directors, the performance of such duties as the Board deems appropriate may be assigned to one or more committees. Each committee shall have the authority of the Board to the full extent provided in these By-Laws or as otherwise determined by the Board. Except as otherwise provided in these By-Laws, membership of each committee shall be established from time to time by the Board of Directors. All members of committees shall serve at the pleasure of the Board of Directors.

Section 4.2 Notice. Unless a committee shall provide otherwise, it shall not be necessary to give notice of any of its regular meetings. Special meetings of a committee may be called by or at the request of the chairman of the committee or in such manner as provided in these By-Laws for calling special meetings of the Board of Directors.

Section 4.3 Action by Written Consent. Any action that may be taken at a meeting of a committee of the Board of Directors may also be taken without a meeting in accordance with the procedures applicable to actions taken by the full Board of Directors.

ARTICLE V
OFFICERS

Section 5.1 Officers. The officers of the Corporation may include a Chief Executive Officer, a Chief Financial Officer, a Secretary, a Treasurer, one or more Executive Vice Presidents, one or more Vice Presidents and such other officers as may be appointed, from time to time, by the Board of Directors. Additionally, the Chief Executive Officer shall have the power to appoint and to delegate the power to appoint such officers as the Chief Executive Officer may deem appropriate.

Section 5.2 Term. Each officer of the Corporation shall serve at the pleasure of the Board of Directors, and the Board of Directors may remove any officer at any time with or without cause. Any officer, if appointed by a committee of the Board of Directors or by another officer of the Corporation, may likewise be removed by such committee or an officer of the Corporation.

Section 5.3 Authority and Duties. All officers of the Corporation shall have such authority and perform such duties in the management of the property and affairs of the Corporation as generally pertain to their respective offices, as well as such authority and duties as may be determined by the Board of Directors, a committee of the Board of Directors or the Chief Executive Officer.

Section 5.4 Employees Other Than Officers. Subject to the authority of the Board of Directors, a committee of the Board of Directors, the Chief Executive Officer or any officer authorized by a committee of the Board of Directors or the Chief Executive Officer may employ such agents and employees other than officers as such committee or officer may deem advisable for the prompt and orderly transaction of the business of the Corporation, define their duties, fix their compensation and dismiss them.

ARTICLE VI
CERTIFICATES FOR SHARES AND THEIR TRANSFER

Section 6.1 Form and Signatures. Shares of the Corporation may but need not be represented by certificates. Any certificates evidencing shares of the Corporation shall be signed by any two authorized officers of the Corporation, and may but need not be sealed by the seal of the Corporation or a facsimile thereof. The signatures of the officers upon a certificate may be facsimiles.

Section 6.2 Lost Certificates. A new certificate of stock may be issued in the place of any certificate theretofore issued by the Corporation, alleged to have been lost or destroyed, and the Board of Directors may, in its discretion, require the owner of the lost or destroyed certificate, or such owner's legal representatives, to give the Corporation a bond, in such sum as they may direct, not exceeding double the value of the stock, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss of any such certificate, or the issuance of any such new certificate.

Section 6.3 Transfer of Shares. Assignment or transfer of shares of the Corporation shall be made only on the books of the Corporation, and any assignment or transfer shall be made at the direction of the holder of record thereof or by the legal representative of the holder of record.

ARTICLE VII
INDEMNIFICATION

Section 7.1 Indemnification, Mandatory Advancement of Expenses and Contract Rights.

(a) Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she or a person of whom he or she is the legal representative is or was, at any time during which these By-Laws are in effect (whether or not such person continues to serve in such capacity at the time any indemnification or payment of expenses pursuant hereto is sought or at the time any proceeding relating thereto exists or is brought), a director or officer of the Corporation or is or was at any such time serving at the request of the Corporation as a director, officer, trustee, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans maintained or sponsored by the Corporation (hereinafter, an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, trustee, employee or agent or in any other capacity while serving as a director, officer, trustee, employee or agent, shall be (and shall be deemed to have a contractual right to be) indemnified and held harmless by the Corporation (and any successor of the Corporation by merger or otherwise) to the fullest extent authorized by the BCL as the same exists or may hereafter be amended or modified from time to time (but, in the case of any such amendment or modification, only to the extent that such amendment or modification permits the Corporation to provide greater indemnification rights than said law permitted the Corporation to provide prior to such amendment or modification), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, trustee, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 7.2(a) of this Article VII, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors. The right to indemnification conferred in this Article VII shall include the right, without the need for any action by the Board of Directors, to be paid by the Corporation (and any successor of the Corporation by merger or otherwise) the expenses incurred in defending any such proceeding in advance of its final disposition, such advances to be paid by the Corporation within twenty (20) days after the receipt by the Corporation of a statement or statements from the claimant requesting such advance or advances from time to time; provided, however, that if the BCL requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter, the "undertaking") by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right of appeal (a "final disposition") that such director or officer is not entitled to be indemnified for such expenses under this Article VII or otherwise. The rights conferred upon indemnitees in this Article VII shall be contract rights between the Corporation and each indemnitee to whom such rights are extended that vest at the commencement of such person's service to or at the request of the Corporation and all such rights shall continue as to an indemnitee who has ceased to be a director or officer of the Corporation or ceased to serve at the Corporation's request as a director, officer, trustee, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, as described herein, and shall inure to the benefit of the indemnitee's heirs, executors and administrators.

(b) To obtain indemnification under this Article VII, a claimant shall submit to the Corporation a written request, including therein or therewith such documentation and information as is reasonably available to the claimant and is reasonably necessary to determine whether and to what extent the claimant is entitled to indemnification. Upon written request by a claimant for indemnification pursuant to the first sentence of this paragraph (b), a determination, if required by applicable law, with respect to the claimant's entitlement thereto shall be made as follows: (i) if requested by the claimant, by Independent Counsel (as hereinafter defined), or (ii) if no request is made by the claimant for a determination by Independent Counsel, (A) by the Board of Directors by a majority vote of a quorum consisting of Disinterested Directors (as hereinafter defined), (B) if a quorum of the Board consisting of Disinterested Directors is not obtainable or, even if obtainable, such quorum of Disinterested Directors so directs, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to the claimant, or (C) if a quorum of Disinterested Directors so directs, by a majority of the stockholders of the Corporation. In the event the determination of entitlement to indemnification is to be made by Independent Counsel, the Independent Counsel shall be selected by the Board. If it is so determined that the claimant is entitled to indemnification, payment to the claimant shall be made within ten (10) days after such determination.

Section 7.2 Claims.

(a) If a claim under paragraph (a) of Section 7.1 of this Article VII is not paid in full by the Corporation within thirty (30) days after a written claim pursuant to paragraph (b) of Section 7.1 of this Article VII has been received by the Corporation (except in the case of a claim for advancement of expenses, for which the applicable period is twenty (20) days), the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action that the claimant has not met the standard of conduct which makes it permissible under the BCL for the Corporation to indemnify the claimant for the amount claimed or that the claimant is not entitled to the requested advancement of expenses, but (except where the required undertaking, if any, has not been tendered to the Corporation) the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, Independent Counsel or stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the BCL, nor an actual determination by the Corporation (including its Board of Directors, Independent Counsel or stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(b) If a determination shall have been made pursuant to paragraph (b) of Section 7.1 of this Article VII that the claimant is entitled to indemnification, the Corporation shall be bound by such determination in any judicial proceeding commenced pursuant to paragraph (a) of this Section 7.2.

(c) The Corporation shall be precluded from asserting in any judicial proceeding commenced pursuant to paragraph (a) of this Section 7.2 that the procedures and presumptions of this Article VII are not valid, binding and enforceable and shall stipulate in such proceeding that the Corporation is bound by all the provisions of this Article VII.

Section 7.3 Non-Exclusivity of Rights; Amendment and Repeal. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VII: (i) shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation or these By-Laws, agreement, vote of stockholders or Disinterested Directors or otherwise and (ii) cannot be terminated by the Corporation, the Board of Directors or the stockholders of the Corporation with respect to a person's service prior to the date of such termination. Any amendment, modification, alteration or repeal of this Article VII that in any way diminishes, limits, restricts, adversely affects or eliminates any right of an indemnitee or his or her successors to indemnification, advancement of expenses or otherwise shall be prospective only and shall not, without the written consent of the indemnitee, in any way diminish, limit, restrict, adversely affect or eliminate any such right with respect to any actual or alleged state of facts, occurrence, action or omission then or previously existing, or any action, suit or proceeding previously or thereafter brought or threatened based in whole or in part upon any such actual or alleged state of facts, occurrence, action or omission.

Section 7.4 Insurance, Other Indemnification and Advancement of Expenses.

(a) The Corporation may maintain insurance, at its expense, to protect itself and any current or former director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the BCL. To the extent that the Corporation maintains any policy or policies providing such insurance, each such current or former director or officer, and each such agent or employee to which rights to indemnification have been granted as provided in paragraph (b) of this Section 7.4, shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage thereunder for any such current or former director, officer, employee or agent.

(b) The Corporation may, to the extent authorized from time to time by the Board of Directors or the Chief Executive Officer, grant rights to indemnification, and rights to be paid by the Corporation the expenses incurred in connection with any proceeding in advance of its final disposition, to any current or former employee or agent of the Corporation to the fullest extent of the provisions of this Article VII with respect to the indemnification and advancement of expenses of current or former directors and officers of the Corporation.

Section 7.5 Severability. If any provision or provisions of this Article VII shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (i) the validity, legality and enforceability of the remaining provisions of this Article VII (including, without limitation, each portion of any paragraph of this Article VII containing any such provision held to be invalid, illegal or unenforceable, that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and (ii) to the fullest extent possible, the provisions of this Article VII (including, without limitation, each such portion of any paragraph of this Article VII containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

Section 7.6 Definitions. For purposes of this Article VII:

(i) "Disinterested Director" means a director of the Corporation who is not and was not a party to the matter in respect of which indemnification is sought by the claimant.

(ii) "Independent Counsel" means a law firm, a member of a law firm, or an independent practitioner, that is experienced in matters of corporate law and shall include any person who, under the applicable standards of professional conduct then prevailing, would not have a conflict of interest in representing either the Corporation or the claimant in an action to determine the claimant's rights under this Article VII.

Section 7.7 Notices. Any notice, request or other communication required or permitted to be given to the Corporation under this Article VII shall be in writing and either delivered in person or sent by overnight mail or courier service, or certified or registered mail, postage prepaid, return receipt requested, to the Secretary of the Corporation and shall be effective only upon receipt by the Secretary.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.1 Execution of Instruments. All agreements, indentures, mortgages, deeds, conveyances, transfers, contracts, checks, notes, drafts, loan documents, letters of credit, guarantees, master agreements, swap agreements, security and pledge agreements, guarantees of signatures, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, powers of attorney, and other instruments or documents may be signed, executed, acknowledged, verified, attested, delivered or accepted on behalf of the Corporation by the Chief Executive Officer, any Executive Vice President, any Vice President or any individual who is listed on the personnel records of the Corporation in a position equal to any of the aforementioned officer positions, or such other officers, employees or agents as the Board of Directors or any of such designated officers or individuals may direct. The provisions of this Section 7.1 are supplementary to any other provision of these By-Laws and shall not be construed to authorize execution of instruments otherwise dictated by law.

Section 8.2 Shares of Other Corporations. The Chief Executive Officer, any Executive Vice President, Vice President, Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, or such other officers, employees or agents as the Board of Directors or such designated officers may direct, are authorized to vote, represent and exercise on behalf of the Corporation all rights incident to any and all shares of any other corporations or associations standing in the name of the Corporation. The authority herein granted to said individual to vote or represent on behalf of the Corporation any and all shares held by the Corporation in any other corporations or associations may be exercised either by the individual in person or by any duly executed proxy or power of attorney.

Section 8.3 Seal. Any Secretary, Assistant Secretary or person authorized to execute instruments in accordance with Section 6.1 shall have the authority to affix any corporate seal, or a facsimile thereof, to any document requiring a seal and to attest the same. Affixing the seal is not necessary to make the execution of any document effective or binding.

Section 8.4 Electronic Meetings. Subject to the requirements of these By-Laws or the Articles of Incorporation, stockholders, members of the Board of Directors or members of any committee of the Board of Directors may participate in and hold meetings by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear or otherwise communicate with each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 8.5 Fiscal Year. The fiscal year of the Corporation shall be determined by the Board of Directors.

Section 8.6 Amendments. These By-Laws may be altered, amended or repealed, and new By-Laws may be adopted, by the Board of Directors or by the stockholders.

Exhibit 5.1

BCLP
Bryan Cave Leighton Paisner

BRYAN CAVE LEIGHTON PAISNER LLP
One Atlantic Center 14th Floor
1201 W Peachtree St NW
Atlanta GA 30309 3471
T: +1 404 572 6600
F: +1 404 572 6999
bclplaw.com

September 25, 2024

Berry Global, Inc.
101 Oakley Street
Evansville, Indiana 47710

Re: Registration Statement on Form S-4 filed by Berry Global, Inc.

Ladies and Gentlemen:

We have acted as counsel to (a) Berry Global, Inc., a Delaware corporation (the "***Issuer***"), and a wholly owned subsidiary of Berry Global Group, Inc., a Delaware corporation ("***Holdings***"), (b) Holdings, (c) certain domestic subsidiaries of the Issuer set forth on Part I of Schedule 1 hereto (the "***Delaware Obligors***," and collectively with the Issuer and Holdings, the "***Delaware Opinion Parties***"), (d) Providencia USA, Inc., a North Carolina corporation ("***Providencia***"), (e) certain domestic subsidiaries of the Issuer set forth on Part II of Schedule 1 hereto (the "***Massachusetts Opinion Parties***" together with the Delaware Opinion Parties and Providencia, the "***Subject Parties***"), and (f) certain other domestic subsidiaries of the Issuer set forth on Part III of Schedule 1 hereto (the "***Other Obligors***," and collectively with the Subject Parties, the "***Opinion Parties***"; the Opinion Parties other than the Issuer, the "***Guarantors***"), in connection with the Registration Statement on Form S-4 (the "***Registration Statement***") filed by the Issuer and the Guarantors with the Securities and Exchange Commission (the "***Commission***") under the Securities Act of 1933, as amended (the "***Act***"), relating to the offers by the Issuer (the "***Exchange Offers***") to exchange an aggregate principal amount of up to $800,000,000 of its new 5.650% First Priority Senior Secured Notes due 2034 and aggregate principal amount of up to $800,000,000 of its new 5.800% First Priority Senior Secured Notes due 2031 (together, the "***Exchange Notes***"), for an equal amount of its outstanding unregistered 5.650% First Priority Senior Secured Notes due 2034 and unregistered 5.800% First Priority Senior Secured Notes due 2031 (together, the "***Outstanding Notes***"), issued and outstanding under that certain (A) Indenture, dated as of January 17, 2024 (the " ***January Indenture***") and (B) Indenture, dated as of May 28, 2024 (the "***May Indenture***" and together with January Indenture, the "***Indentures***") , each by and among the Issuer, the Guarantors party thereto and U.S. Bank Trust Company, National Association, as trustee and collateral agent (the "***Trustee***"). Payment of the Exchange Notes is to be guaranteed by each of the Guarantors pursuant to a guarantee (collectively, the "***Guarantee***") contained in the Indentures.

In connection herewith, we have examined:

(1) the Registration Statement and the related form of prospectus included therein (including all exhibits thereto) in the form in which it was transmitted to the Commission under the Act;

(2) an executed copy of the Indentures;

(3) executed copies of the Outstanding Notes;

(4) the forms of the Exchange Notes;

(5) the Certificate of Incorporation, the Certificate of Formation, bylaws, limited liability company agreement, partnership agreement and trust agreement, as applicable, and other organizational documents of each Subject Party, as in effect on the date hereof and as certified by the applicable Secretary, Assistant Secretary or other appropriate representative of each such Subject Party (its "***Organizational Documents***");

(6) certificates of the respective Secretaries, Assistant Secretaries or other appropriate representatives of the Issuer and each of the Subject Parties, certifying as to resolutions relating to the transactions referred to herein and the incumbency of officers.

The items referred to in clauses (1) through (4) above are collectively referred to as the "Transaction Documents." The items referred to in clauses (1) through (6) above are collectively referred to as the "Reviewed Documents."

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such other corporate records, agreements and instruments of the Issuer and the Subject Parties, statements and certificates of public officials and officers of the Issuer and the Subject Parties, and such other documents, records and instruments, and we have made such legal and factual inquiries, as we have deemed necessary or appropriate as a basis for us to render the opinions hereinafter expressed. In our examination of the foregoing and the Reviewed Documents, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies or by facsimile or other means of electronic transmission, or which we obtained from the Commission's Electronic Data Gathering, Analysis and Retrieval system ("***EDGAR***") or other sites maintained by a court or governmental authority or regulatory body and the authenticity of the originals of such latter documents. If any documents we examined in printed, word processed or similar form has been filed with the Commission on EDGAR or such court or governmental authority or regulatory body, we have assumed that the document so filed is identical to the document we examined except for formatting changes. When relevant facts were not independently established, we have relied without independent investigation as to matters of fact upon statements of governmental officials and upon representations made in or pursuant to the Transaction Documents certificates and statements of appropriate representatives of the Issuer and the Subject Parties.

In connection herewith, we have assumed that, other than with respect to the Issuer and the Subject Parties, all of the documents referred to in this opinion letter have been duly authorized by, have been duly executed and delivered by, all of the parties thereto, all of the signatories to such documents have been duly authorized by all such parties and all such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents. We have further assumed that all of the documents referred to in this opinion letter constitute the valid, binding and enforceable obligations of all of the parties thereto other than the Issuer and the Subject Parties.

We have further assumed, with your permission, that (i) each of the Other Obligors has been duly organized and is validly existing in good standing under the laws of its state of organization, (ii) the execution and delivery by each such Other Obligor of the Transaction Documents to which it is a party and the performance by it of its obligations thereunder are within its organizational power and have been duly authorized by all necessary action (corporate or other) on its part, and (iii) each of the Transaction Documents to which any Other Obligor is a party has been duly executed and delivered by each such Other Obligor. We understand that you are receiving opinion letters, dated the date hereof, from the various law firms indicated on Schedule 2 hereto (the "***Local Counsel Opinions***"), as to such matters relating to the Other Obligors under the laws of the Other Obligors' respective states of organization, and that such opinion letters are being filed as exhibits to the Registration Statement as indicated on Schedule 2 hereto. With your permission, we have assumed the correctness of the conclusions set forth in the Local Counsel Opinions and express no opinion herein with regard thereto.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that, when (i) the Registration Statement has become effective under the Act, (ii) the Indentures has become duly qualified under the Trust Indenture Act of 1939, as amended, and (iii) the Exchange Notes (in the form examined by us) have been duly executed by the Issuer and authenticated and delivered by the Trustee and issued in exchange for the Outstanding Notes in accordance with the provisions of the Indentures upon consummation of the Exchange Offers, and otherwise in accordance with the terms of the Registration Statement and the exhibits thereto:

(1) the Exchange Notes will constitute valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their terms; and

(2) each Guarantee will constitute the valid and binding obligations of the respective Guarantors, enforceable against the respective Guarantors in accordance with their terms.

In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinions set forth herein are further limited by, subject to and based upon the following assumptions, comments, qualifications, limitations and exceptions:

(a) Our opinions set forth herein reflect only the application of applicable New York law (excluding the securities and blue sky laws of such states, as to which we express no opinion), and to the extent required by the foregoing opinions, the General Corporation Law of the State of Delaware, the Delaware Limited Liability Company Act, the North Carolina Business Corporation Act, the Massachusetts Uniform Trust Code excluding in each case any and all rules and regulations issued thereunder and executive and judicial interpretations thereof, the Massachusetts Business Corporations Act, the Massachusetts Limited Liability Company Act, and the Massachusetts Uniform Limited Partnership Act (the jurisdictions referred to in this sentence being sometimes collectively referred to herein as the "***Opinion Jurisdictions***"). The opinions set forth herein are made as of the date hereof and are subject to, and may be limited by, future changes in the factual matters set forth herein, and we undertake no duty to advise you of the same. The opinions expressed herein are based upon the law in effect (and published or otherwise generally available) on the date hereof, and we assume no obligation to revise or supplement these opinions should such law be changed by legislative action, judicial decision or otherwise. In rendering our opinion, we have not considered, and hereby disclaim any opinion as to, the application or impact of the laws of any jurisdiction other than the Opinion Jurisdictions, or in the case of Delaware, North Carolina and Massachusetts, any other laws of such states.

(b) Our opinions contained herein may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium or similar laws affecting or relating to the rights and remedies of creditors generally including, without limitation, laws relating to fraudulent transfers or conveyances, preferences and equitable subordination, (ii) general principles of equity (regardless of whether considered in a proceeding in equity or at law) and (iii) an implied covenant of good faith and fair dealing.

(c) Our opinions are further subject to the effect of generally applicable rules of law arising from statutes, judicial and administrative decisions, and the rules and regulations of governmental authorities that: (i) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence and reasonableness; (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (iv) may, where less than all of the contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; and (v) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees.

(d) We express no opinion as to:

(i) the enforceability of (A) any provision of the Indentures or the Exchange Notes (collectively, the "***Operative Documents***") purporting or attempting to (1) confer exclusive jurisdiction and/or venue upon certain courts or otherwise waive the defenses of forum non conveniens or improper venue, (2) confer subject matter jurisdiction on a court not having independent grounds therefor, (3) modify or waive the requirements for effective service of process for any action that may be brought, (4) waive the right of the Issuer, any Guarantor or any other person to a trial by jury, (5) provide that remedies are cumulative or that decisions by a party are conclusive, (6) modify or waive the rights to notice, legal defenses, statutes of limitations or other benefits that cannot be waived under applicable law or (7) provide for or grant a power of attorney, or (B) any provision of the Operative Documents relating to choice of law; or

(ii) the enforceability of (A) any rights to indemnification or contribution provided for in the Operative Documents which are violative of public policy underlying any law, rule or regulation (including any federal or state securities law, rule or regulation) or the legality of such rights, (B) any provisions in the Operative Documents purporting to provide to the Trustee or any other person the right to receive costs and expenses beyond those reasonably incurred by it, or (C) provisions in the Operative Documents whose terms are left open for later resolution by the parties.

(e) Enforceability of the Guarantee is further subject to the qualification that certain waivers, procedures, remedies, and other provisions of the Indentures may be unenforceable under or limited by the laws of the Opinion Jurisdictions; however, such laws do not in our opinion, substantially prevent the practical realization of the benefits intended by the Guarantee, except that the application of principles of guaranty and suretyship to the acts or omissions of the holder of the Guarantee after consummation of the Exchange Offers may prevent the practical realization of the benefits intended by the Guarantee through a release or discharge of one or more Guarantors.

(f) We express no opinion as to whether a subsidiary may guarantee or otherwise be liable for indebtedness incurred by its parent except to the extent that such subsidiary may be determined to have benefited from the incurrence of the indebtedness by its parent or whether such benefit may be measured other than by the extent to which the proceeds of the indebtedness incurred by its parent are, directly or indirectly, made available to such subsidiary for its corporate or other analogous purposes.

We do not render any opinions except as set forth above. We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement, and to the reference to this firm in the Registration Statement. We also consent to your filing copies of this opinion letter as an exhibit to the Registration Statement with agencies of such jurisdictions as you may deem necessary in the course of complying with the laws of such jurisdictions regarding the Exchange Offers. In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

Very truly yours,

/s/ Bryan Cave Leighton Paisner LLP

Bryan Cave Leighton Paisner LLP

Schedule 1

Part I: Delaware Obligors

1. AeroCon, LLC
2. AVINTIV Acquisition LLC
3. AVINTIV Inc.
4. AVINTIV Specialty Materials LLC
5. Berry Film Products Acquisition Company, Inc.
6. Berry Film Products Company, Inc.
7. Berry Global Films, LLC
8. Berry Plastics Acquisition Corporation V
9. Berry Plastics Acquisition LLC X
10. Berry Plastics Design, LLC
11. Berry Plastics Filmco, Inc.
12. Berry Plastics IK, LLC
13. Berry Plastics Opco, Inc.
14. Berry Plastics SP, Inc.
15. Berry Plastics Technical Services, Inc.
16. Berry Specialty Tapes, LLC
17. Berry Tapes Holding Company, Inc.
18. BPRex Closure Systems, LLC
19. BPRex Closures Kentucky Inc.
20. BPRex Closures, LLC
21. BPRex Delta Inc.
22. BPRex Healthcare Brookville Inc.
23. BPRex Healthcare Packaging Inc.
24. BPRex Plastic Packaging Inc.
25. Caplas LLC
26. Caplas Neptune, LLC
27. Captive Plastics, LLC
28. Cardinal Packaging, Inc.
29. Chicopee, LLC
30. Consumer Packaging Int'l Holdings, LLC
31. Covalence Specialty Adhesives LLC
32. CPI Holding Corporation
33. Dominion Textile (USA), L.L.C.
34. Estero Porch, LLC
35. Fabrene, L.L.C.
36. Fiberweb, LLC
37. F&S Precision Holdings, Inc.
38. F&S Export, Inc.
39. Global Closure Systems America 1, Inc.
40. Kerr Group, LLC

41. Knight Plastics, LLC
42. Lamb's Grove, LLC
43. Millham, LLC
44. Old Hickory Steamworks, LLC
45. Packerware, LLC
46. PGI Europe, LLC
47. PGI Polymer, LLC
48. Pliant International, LLC
49. Pliant, LLC
50. Poly-Seal, LLC
51. RPC Leopard Holdings, Inc.
52. RPC Packaging Holdings (US), Inc.
53. RPC Superfos US, Inc.
54. RPC Zeller Plastik Libertyville, Inc.
55. Rollpak Corporation
56. Saffron Acquisition, LLC
57. Setco, LLC
58. Sugden, LLC
59. Sun Coast Industries, LLC
60. Treasure Holdco, Inc.
61. Uniplast Holdings, LLC
62. Uniplast U.S., Inc.
63. Venture Packaging Midwest, Inc.
64. Venture Packaging, Inc.

Part II: Massachusetts Opinion Parties

1. Chocksett Road Limited Partnership
2. Chocksett Road Realty Trust
3. Dumpling Rock, LLC
4. Laddawn, Inc.

Part III: Other Obligors

1. BPRex Product Design and Engineering Inc., a Minnesota corporation
2. BPRex Specialty Products Puerto Rico Inc., a New Jersey corporation
3. Grafco Industries Limited Partnership, a Maryland limited partnership
4. Letica Corporation, a Michigan corporation
5. Letica Resources, Inc., a Michigan corporation
6. M&H Plastics, LLC, a Virginia limited liability company
7. RPC Bramlage, Inc., a Pennsylvania corporation
8. F&S Tool, Inc., a Pennsylvania corporation

Schedule 2

Local Counsel

Law Firm	State	Exhibit
Shapiro Sher Guinot & Sandlwer, P.A.	Maryland	5.2
Bodman PLC	Michigan	5.3
Fredrikson & Byron, P.A.	Minnesota	5.4
Gess Gess & Wallace, P.C.	New Jersey	5.5
Dinsmore & Shohl LLP	Pennsylvania	5.6
Gentry Locke	Virginia	5.7

Exhibit 5.2

September 25, 2024

Berry Global, Inc.
101 Oakley Street
Evansville, Indiana 47710

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We have served as Maryland counsel to Grafco Industries Limited Partnership, a Maryland limited partnership (the "Partnership"), in connection with certain matters of Maryland law arising out of the Registration Statement on Form S-4 (the "Registration Statement") filed by Berry Global Group, Inc., a Delaware corporation ("Berry"), Berry Global, Inc., a Delaware corporation ("BGI"), and the subsidiary guarantors listed on the Table of Additional Registrant Guarantors thereto, including the Partnership (together with Berry sometimes collectively referred to as the "Guarantors"), with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the offer by BGI to exchange an aggregate principal amount up to $800,000,000 of its new 5.650% First Priority Senior Secured Notes due 2034 (the "January Exchange Notes") and an aggregate principal amount of up to $800,000,000 of its new 5.800% First Priority Senior Secured Notes due 2031 (the "May Exchange Notes" and together with the January Exchange Notes, the "Exchange Notes") for an equal aggregate principal amount of its existing unregistered 5.650% First Priority Senior Secured Notes due 2034 (the "January Outstanding Notes") and unregistered 5.800% First Priority Senior Secured Notes due 2031 (the "May Outstanding Notes" and together with the January Outstanding Notes, the "Outstanding Notes"), under that certain Indenture dated as of January 17, 2024 and that certain Indenture dated May 28, 2024, among BGI, Berry and certain guarantors and U.S. Bank Trust Company, National Association, as trustee and collateral agent (the "Trustee") (being herein referred to, collectively, as the "Indentures"). Payment of the Exchange Notes is to be guaranteed by the Guarantors pursuant to a guarantee (the "Guarantee") contained in the Indentures. All capitalized terms which are defined in the Indentures shall have the same meanings when used herein, unless otherwise specified.

In connection with our representation of the Partnership, and as a basis for the opinion hereinafter set forth, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following documents (hereinafter collectively referred to as the "Documents"):

1. The Registration Statement and the related form of prospectus included therein (including all exhibits thereto), in the form in which it was transmitted to the Commission under the Act;

2. Executed copies of the Indentures;

3. Executed copies of the Outstanding Notes;

4. The form of the Exchange Notes;

5. The Partnership's Sixth Amended and Restated Certificate of Limited Partnership and Limited Partnership Agreement, certified by the State Department of Assessments and Taxation of Maryland (the "SDAT");

6. A certificate of the SDAT as to the good standing of Partnership, dated as of September 12, 2024;

7. Resolutions adopted by Caplas Neptune, LLC, a Delaware limited liability company, acting in its capacity as sole general partner of the Partnership (in such capacity, the "General Partner"), relating to, among other matters, (a) the Registration Statement; (b) the issuance of the Exchange Notes, and (c) the authorization of the execution, delivery, and performance by the Partnership of the Indentures and authorization of the Guarantee, certified as of the date hereof by an officer of the General Partner;

8. Certificates executed by an officer of the General Partner, dated as of the date hereof; and

9. Such other documents and matters as we have deemed necessary or appropriate to express the opinion set forth below, subject to the assumptions, limitations and qualifications stated herein.

In expressing the opinion set forth below, we have assumed the following:

1. Each individual executing any of the Documents, whether on behalf of such individual or another person, is legally competent to do so.

2. Each individual executing any of the Documents on behalf of a party (other than the General Partner on behalf of the Partnership) is duly authorized to do so.

3. Each of the parties (other than the Partnership) executing any of the Documents has duly and validly executed and delivered each of the Documents to which such party is a signatory, and such party's obligations set forth therein are legal, valid and binding and are enforceable in accordance with all stated terms.

4. All Documents submitted to us as originals are authentic. The form and content of all Documents submitted to us as unexecuted drafts do not differ in any respect relevant to this opinion from the form and content of such Documents as executed and delivered. All Documents submitted to us as certified or photostatic copies conform to the original documents. All signatures on all Documents are genuine. All public records reviewed or relied upon by us or on our behalf are true and complete. All representations, warranties, statements and information contained in the Documents are true and complete in all respects material to our opinions below. There has been no oral or written modification of or amendment to any of the Documents, and there has been no waiver of any provision of any of the Documents, by action or omission of the parties or otherwise.

5. The Exchange Notes, if and when issued, will have substantially identical terms as the Outstanding Notes and be issued in exchange therefor as contemplated by the Indentures and the Registration Statement.

Based upon the foregoing, and subject to the assumptions, limitations and qualifications stated herein, it is our opinion that:

1. The Partnership (a) is a limited partnership validly existing and in good standing under the laws of the State of Maryland and (b) has the necessary limited partnership power to guarantee the Exchange Notes pursuant to the terms of the Indentures.

2. The Partnership's guarantee of the Exchange Notes pursuant to the terms of the Indentures has been duly authorized by all necessary limited partnership action and the Partnership has duly authorized the issuance of the Guarantee of the Exchange Notes.

3. The Indentures have been duly executed and delivered by the Partnership.

The foregoing opinion is limited to the laws of the State of Maryland and we do not express any opinion herein concerning the laws of the State of New York or any other law. We express no opinion as to compliance with any federal or state securities laws, including the securities laws of the State of Maryland, or as to federal or state laws regarding fraudulent transfers or the laws, codes or regulations of any municipality or other local jurisdiction. To the extent that any matter as to which our opinion is expressed herein would be governed by any jurisdiction other than the State of Maryland, we do not express any opinion on such matter. The opinion expressed herein is subject to the effect of judicial decisions which may permit the introduction of parol evidence to modify the terms or the interpretation of agreements.

The opinion expressed herein is limited to the matters specifically set forth herein and no other opinion shall be inferred beyond the matters expressly stated. We assume no obligation to supplement this opinion if any applicable law changes after the date hereof or if we become aware of any fact that might change the opinion expressed herein after the date hereof.

This opinion is being furnished to you for submission to the Commission as an exhibit to the Registration Statement. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of the name of our firm therein. In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the 1933 Act.

Respectfully submitted,

/s/ SHAPIRO SHER GUINOT & SANDLER, P.A.

SHAPIRO SHER GUINOT & SANDLER, P.A.

Exhibit 5.3

September 25, 2024

Berry Global, Inc.
101 Oakley Street
Evansville, Indiana 47710

Ladies and Gentlemen:

We have acted as special Michigan counsel for Letica Corporation and Letica Resources, Inc., each a Michigan corporation (each a "Relevant Guarantor" and, collectively, the "Relevant Guarantors"), in connection with certain matters arising out of the Registration Statement on Form S-4 (the "Registration Statement") filed by Berry Global Group, Inc., a Delaware corporation ("BGG" or "Parent Guarantor"), Berry Global, Inc., a Delaware corporation ("BGI"), and the subsidiary guarantors listed on the Table of Additional Registrant Guarantors thereto, including the Relevant Guarantors (together with the Parent Guarantor sometimes collectively referred to as the "Guarantors"), with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the offer by BGI to exchange up to $800,000,000 in aggregate principal amount of BGI's registered 5.650% First Priority Senior Secured Notes due 2034 (the "January Exchange Notes") and an aggregate principal amount of up to $800,000,000 of its registered 5.800% First Priority Senior Secured Notes due 2031 (the "May Exchange Notes" and together with the January Exchange Notes the "Exchange Notes") for an equal amount of its outstanding unregistered 5.650% First Priority Senior Secured Notes due 2034 (the "January Outstanding Notes") and outstanding unregistered 5.800% First Priority Senior Secured Notes due 2031 (the "May Outstanding Notes" and together with the January Outstanding Notes, the "Outstanding Notes"), respectively, under that certain Indenture dated as of January 17, 2024 and that certain Indenture dated as of May 28, 2024 (collectively, the "Indentures"), in each case among BGI, U.S. Bank Trust Company, National Association, a national banking association, as trustee and as collateral agent, the Parent Guarantor and Subsidiary Guarantors (each as defined therein).

The Exchange Notes are to be fully and unconditionally guaranteed by the Guarantors pursuant to a guarantee (the "Guarantee") contained in the Indentures. All capitalized terms which are defined in the Indentures shall have the same meanings when used herein, unless otherwise specified.

In connection with this opinion letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following:

1. the Registration Statement and the related form of prospectus included therein (including all exhibits thereto), in the form in which it was transmitted to the Commission under the Act;

2. executed copies of the Indentures;

3. executed copies of the Outstanding Notes;

4. the form of the Exchange Notes;

5. copies, certified by the Michigan Department of Licensing and Regulatory Affairs to be true and correct copies, of the articles of incorporation, and all amendments thereto, of each Relevant Guarantor on file in the office of the Michigan Department of Licensing and Regulatory Affairs dated September 19, 2024;

6. good standing certificates of the Michigan Department of Licensing and Regulatory Affairs with respect to each Relevant Guarantor dated September 12, 2024;

7. copies of the by-laws of each Relevant Guarantor, certified by an officer of such Relevant Guarantor to be true and correct copies of such by-laws in effect at the time of the adoption of the resolutions referred to in the following clause 8 and on the date hereof; and

8. copies of the resolutions adopted by the board of directors of each Relevant Guarantor, certified by an officer of such Relevant Guarantor as of the date hereof.

The documents numbered 1 through 4 above are referred to herein as the "Guarantor Documents."

In rendering this opinion, we have assumed that:

(a) Each of the parties to the Guarantor Documents, other than each Relevant Guarantor, is duly organized and validly existing under the laws of its jurisdiction of organization;

(b) The transactions contemplated by the Guarantor Documents have been duly authorized by all parties thereto, other than the Relevant Guarantors, and the Guarantor Documents have been duly executed, delivered, and accepted by all parties thereto, other than the Relevant Guarantors;

(c) There is no oral or written agreement (other than the written agreements identified in this opinion as having been examined by us), understanding, course of dealing, or usage of trade that affects the rights and obligations of the parties set forth in the Note Documents (as defined in the Indentures) or that would have an effect on the opinions expressed herein; there are no judgments, decrees, or orders that impair or limit the ability of any Relevant Guarantor to enter into and execute the Guarantor Documents;

(d) All natural persons who are signatories to the Guarantor Documents and the other documents reviewed by us were legally competent at the time of execution; all signatures on behalf of parties (other than the Relevant Guarantors) to the Guarantor Documents and the other documents reviewed by us are genuine; the copies of all documents submitted to us are accurate and complete, each such document that is original is authentic, and each such document that is a copy conforms to an authentic original; and the documents executed and delivered by the parties are in substantially the same form as the documents that we have reviewed in rendering this opinion; and

(e) The Exchange Notes, if and when issued, will have substantially identical terms as the Outstanding Notes and be issued in exchange therefor as contemplated by the Indentures and the Registration Statement.

Based upon the foregoing, but subject to the assumptions, qualifications, and limitations set forth herein, we are of the opinion that:

1. Each Relevant Guarantor is a corporation, validly existing and in good standing under Michigan law, with the necessary corporate power and authority to guarantee the Exchange Notes pursuant to the terms of the Indentures.

2. Each Relevant Guarantor's guarantee of the Exchange Notes pursuant to the terms of the Indentures has been duly authorized by all necessary corporate action, and each Relevant Guarantor has duly authorized the issuance of the Guarantee of the Exchange Notes.

3. The Indentures have been duly authorized, executed and delivered by each Relevant Guarantor.

Our opinion in paragraph 3 above regarding the Relevant Guarantors' due execution and delivery of the Indentures is based solely on our review of scanned copies of the documents examined in connection with this opinion letter as enumerated above.

The opinions expressed herein are limited to the laws of the State of Michigan in effect on the date hereof as they presently apply, and we express no opinion herein as to the laws of any other jurisdiction. We express no opinion as to compliance with any federal or state securities laws, including the securities laws of the State of Michigan, or as to federal or state laws regarding fraudulent transfers or the laws, codes or regulations of any municipality or other local jurisdiction.

This opinion is limited to the matters set forth herein, and no opinion may be inferred or implied beyond the matters expressly contained herein. These opinions are given as of the date hereof, they are intended to apply only to those facts and circumstances that exist as of the date hereof, and we assume no obligation or responsibility to update or supplement these opinions to reflect any facts or circumstances that may hereafter come to our attention or any changes in laws that may hereafter occur, or to inform the addressee of any change in circumstances occurring after the date hereof that would alter the opinions rendered herein.

This opinion is being furnished to you for submission to the Commission as an exhibit to the Registration Statement. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of the name of our firm therein. In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Act.

Very truly yours,

BODMAN PLC

/s/ Kenneth R. Powell
Kenneth R. Powell, Member

Exhibit 5.4

Fredrikson

Fredrikson & Byron, P.A.
Attorneys and Advisors

60 South Sixth Street, Suite 1500
Minneapolis, MN 55402-4400
Main: 612.492.7000
fredlaw.com

September 25, 2024

Berry Global, Inc.
101 Oakley Street
Evansville, Indiana 47710

Ladies and Gentlemen:

We have acted as special Minnesota counsel to BPRex Product Design and Engineering Inc., a Minnesota corporation (the "Subsidiary Guarantor"), solely for the purpose of rendering the opinions set forth herein. We have been informed that Berry Global, Inc., a Delaware corporation and corporate parent of the Subsidiary Guarantor (the "Company"), will exchange up to $800,000,000 in aggregate principal amount of its currently outstanding unregistered 5.650% First Priority Senior Secured Notes due 2034 (the "January Outstanding Notes") and up to $800,000,000 in aggregate principal amount of its currently outstanding unregistered 5.800% First Priority Senior Secured Notes due 2031 (the "May Outstanding Notes" and together with the January Outstanding Notes, the "Outstanding Notes"), issued pursuant to the Indentures (as defined below) for an equal aggregate principal amount of new registered 5.650% First Priority Senior Secured Notes due 2034 (the "January Exchange Notes") and new registered 5.800% First Priority Senior Secured Notes due 2031 (the "May Exchange Notes" and together with the January Exchange Notes, the "Exchange Notes") having substantially the same terms as the currently Outstanding Notes pursuant to the Indentures. We have been further informed that the Subsidiary Guarantor will provide a guarantee of the Exchange Notes (as the term "guarantee" is defined in each of the Indentures), and that the terms and conditions of such guarantee are set forth within the Indentures (the "Guarantee"). We are providing this opinion in connection with the Company's filing with the Securities and Exchange Commission of a Registration Statement on Form S-4 related to the exchange of the Outstanding Notes for the Exchange Notes.

In rendering the opinions set forth herein, we have examined originals or copies of the following as presented, and represented or certified as being such, to us by the Subsidiary Guarantor, the Company or their special transaction counsel:

(i) that certain Indenture, dated January 17, 2024, and that certain Indenture dated May 28, 2024, by and among U.S. Bank Trust Company, N.A., as Trustee and Collateral Agent, Berry Global, Inc., as Issuer, and certain guarantors named therein (the "Indentures");

(ii) the Restated Articles of Incorporation of the Subsidiary Guarantor, as amended to date (the "Articles of Incorporation");

(iii) the Amended and Restated By-Laws of the Subsidiary Guarantor, as in effect on the date hereof (the "Bylaws");

(iv)a certificate of good standing respecting the Subsidiary Guarantor issued by the Minnesota Secretary of State's office on September 24, 2024 (the "Certificate of Good Standing"); and

(v)resolutions adopted by the Board of Directors of the Subsidiary Guarantor relating to, among other things, the Indentures and the Guarantee.

As to various matters of fact material to this opinion we have relied upon certificates, representations and statements of officers, directors or the special transaction counsel of the Company or the Subsidiary Guarantor or of public officials and the documents and certificates listed in the preceding paragraph. We have not independently or through third parties verified such representations, certificates, documents or statements or made any independent investigation or inquiry of any factual matter. We have examined such matters of law as we have deemed appropriate in connection with the opinions hereinafter set forth.

The opinions expressed herein are based upon and are limited to the laws of the State of Minnesota, and we express no opinion with respect to the laws of any other state, jurisdiction or political subdivision, including any laws of the United States of America. Insofar as any other law is applicable to any of the matters opined on herein, we have, at your direction and with your consent, applied the law of the State of Minnesota (without applying its conflict of laws principles) for purposes of rendering our opinions expressed below.

Our opinions and statements set forth below are also subject to the assumptions, qualifications and exceptions set forth on Schedule A attached hereto.

Based upon the foregoing and subject to the assumptions, qualifications and other matters stated herein, it is our opinion as of this date that:

1.Based solely upon the Certificate of Good Standing, the Subsidiary Guarantor is a corporation formed under the laws of the State of Minnesota and is in good standing under the laws of the State of Minnesota.

2.The Subsidiary Guarantor has the corporate power and authority to execute and deliver the Indentures and to perform its obligations set forth in the Indentures, including the Guarantee contained therein.

3.The Indentures, including the Guarantee contained therein, have been duly authorized by all corporate action of the Company, and the Indentures have been duly executed, and delivered by the Subsidiary Guarantor.

No attorney-client relationship exists or has existed by reason of our preparation, execution and delivery of this opinion letter to any addressee hereof or any other person or entity except the Subsidiary Guarantor. This opinion is being furnished to you for submission to the Securities and Exchange Commission as an exhibit to the Registration Statement. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of the name of our firm therein. In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the 1933 Act.

Very truly yours,

/s/ Fredrikson & Byron, P.A.

Schedule A to Fredrikson & Byron, P.A.
Opinion Letter Dated September 25, 2024

Assumptions

In rendering our opinions in the opinion letter of which this Schedule A is a part, we have assumed, among other things, the following:

A. The genuineness of all signatures and authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as copies.

B. That each party that has executed or is intended to execute any document reviewed by us in connection with this opinion (other than the Subsidiary Guarantor with respect to the Indentures) (i) is duly organized, validly existing and in good standing under the laws of all jurisdictions where such party is conducting such party's business or otherwise required to be so qualified or as may be necessary to enforce such party's rights thereunder, (ii) is in compliance with all laws applicable to such party, (iii) has all necessary power to enter into and perform all of such party's obligations thereunder, and (iv) is duly authorized by all requisite action to execute and deliver, and to perform its obligations under, such document. We have further assumed that each document reviewed by us in connection with this opinion is the valid and binding obligation of each party signatory thereto and is enforceable against such party in accordance with its terms.

C. That each natural person executing any of the documents involved in the matters covered by the opinion letter has sufficient legal capacity to do so.

D. That there has been no mutual mistake of fact or fraud, duress or undue influence in connection with entering into any of the documents involved in the matters covered by the opinion letter.

E. That each document involved in the matters covered by the opinion letter or otherwise reviewed by us in connection with this opinion contains all agreements, understandings, waivers, notices, usages of trade or courses of dealing between or among the parties thereto, or other actions occurring after the date of execution of such document with respect to the subject matter thereof, and that there are no other agreements, understandings, waivers, notices, usages of trade or courses between or among such parties that would, in either case, define, supplement or qualify the terms and conditions of such document.

F. With respect to the opinions set forth in the opinion letter, we assume the parties' full satisfaction of and compliance with the terms of the Indentures, and we render no opinions and make no statements as to, any other authorizations, approvals, consents or conditions required for the authorization, execution, or delivery of the Indentures (including the Guarantee contained therein), whether required by the provisions of the Indentures or otherwise.

Qualifications and Exceptions

A. We express no opinion and make no statement as to the enforceability of the Indentures or any other document.

B. We express no opinion and make no statements regarding financial or valuation covenants, conditions, requirements or similar provisions that may require financial calculations or determinations, valuations or the like to ascertain applicability or compliance.

C. We express no opinion and make no statement regarding the value of the Subsidiary Guarantor or any of its assets, liabilities or accounts or regarding the solvency of the Subsidiary Guarantor at any point in time. We express no opinion as to the absence of fraud on the part of any party in connection with the transactions contemplated by the Indentures or otherwise.

D. Our opinions and statements do not cover, and hereby expressly exclude, any laws, regulations, directives, treaties, rules, government licenses, permits or approvals, executive orders or the like ("Laws") that in our experience are not customarily opined upon generally (as opposed to expressly) in connection with transactions similar to the transactions contemplated by the Indentures, including without limitation, Laws of a city, county or other political subdivision; securities registration, antifraud or disclosure Laws; the state securities or "Blue Sky" law of any state; margin Laws; investment company Laws; anti-trust and trade regulation and unfair competition Laws; Laws regarding conflicts of interest or fiduciary duties; Laws that prohibit or limit the legality or enforceability of obligations based on attributes or status of the party seeking enforcement; tax Laws; rules of an arbitral tribunal; Laws regarding licenses, permits and approvals or the like necessary for the conduct of the Company's business or the operation of repairs, improvements, or alterations to any real or personal property or components thereof; Laws relating to anti-terrorism, national emergency, national security, economic and trade sanctions, embargos, restrictions on trade with designated countries or individuals, and similar matters, including those administered by the Office of Foreign Assets Control, the Committee on Foreign Investment in the United States or similar agencies; tax Laws; rules of an arbitral tribunal; Laws regarding licenses, authorizations, filings, notices, registrations, permits and approvals or the like necessary for the conduct of the Company's business; patent, copyright and trademark Laws; environmental Laws; pension and employee benefit Laws; health, safety, employment and labor Laws; the Commodity Exchange Act and Laws thereunder; and insolvency, fraudulent transfer or conveyance or similar Laws.

E. Our opinions and statements are expressly limited to those set forth in the opinion letter, and we render no opinion or statement, whether by implication or otherwise, as to any other matter relating to the Subsidiary Guarantor or any other person or entity or to the transactions contemplated by the opinion letter.

F. Our opinion set forth in Paragraph 2 does not extend to any action or conduct of the Subsidiary Guarantor that the Indentures may permit but does not require.

G. In delivering the opinion letter to you, we expressly disclaim any obligation to update our opinions or statements in the opinion letter or to advise you of facts, circumstances, events or developments, including (without limitation) changes in Laws by legislative action, judicial decision or otherwise, that hereafter may come to our attention and that may alter, affect or modify the opinions or statements expressed in the opinion letter.

Exhibit 5.5

LAW OFFICES
GESS GESS & WALLACE
A PROFESSIONAL CORPORATION

RICHARD B. GESS*
ERIC A. GESS*
JEREMY WALLACE

2 HUDSON PLACE, 5TH FLOOR
HOBOKEN, NJ 07030
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EMAIL: rich@gesslaw.com

* ADMITTED IN NY & NJ

September 25, 2024

Berry Global, Inc.
101 Oakley Street
Evansville, Indiana 47710

Re: Registration Statement on Form S-4 filed by Berry Global Group, Inc.

Ladies and Gentlemen:

We have served as special counsel to Berry Global, Inc., a Delaware corporation ("BGI") and BPRex Specialty Products Puerto Rico, Inc. ("BPR"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by BGI, Berry Global Group, Inc. ("Berry") and the subsidiary guarantors listed on the Table of Additional Registrant Guarantors thereto (such subsidiaries, together with Berry, being sometimes collectively referred to herein as the "Guarantors") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the offer by BGI (the "Exchange Offer") to exchange an aggregate principal amount of up to $800,000,000 of BGI's new 5.650% First Priority Senior Secured Notes due 2034 (the "January Exchange Notes") and an aggregate principal amount of up to $800,000,000 of its new 5.800% First Priority Senior Secured Notes due 2031 (the "May Exchange Notes" and together with the January Exchange Notes, the "Exchange Notes"), for an equal amount of our outstanding unregistered 5.650% First Priority Senior Secured Notes due 2034 (the "January Outstanding Notes") and unregistered 5.800% First Priority Senior Secured Notes due 2031 (the "May Outstanding Notes" and together with the January Outstanding Notes, the "Outstanding Notes"), issued under that certain the indenture dated as of January 17, 2024 and that certain Indenture dated May 28, 2024 (being herein referred to, collectively as, the "Indentures"), among BGI, the Guarantors and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), pursuant to which the Outstanding Notes are, and the Exchange Notes will be, fully and unconditionally guaranteed, jointly and severally, on a first priority senior secured basis, by each of BGI's existing and future direct or indirect subsidiaries that guarantees the senior secured credit facilities and the existing first and second priority senior secured notes. Payment of the Outstanding Notes and Exchange Notes is to be guaranteed by each of the Guarantors pursuant to guarantees (collectively, the "Guarantees") contained in the Indentures.

All capitalized terms which are defined in the Indenture shall have the same meanings when used herein, unless otherwise specified.

In connection herewith, we have examined:

(1) the Registration Statement (including all exhibits thereto);

(2) executed copies of the Indentures;

(3) executed copies of the Outstanding Notes;

(4) the forms of the Exchange Notes;

(5) A photocopy of the following Certificate of Incorporation and Amendments:

a) Certificate of Incorporation of Dougherty Brothers Company of Puerto Rico, Inc. filed February 23, 1984

b) Amendment changing name from Dougherty Brothers Company of Puerto Rico, Inc. to Owens Illinois Specialty products Puerto Rico, Inc. filed September 23, 1988

c) Amendment changing name from Owens Illinois Specialty products Puerto Rico, Inc. to Rexam Specialty Products Puerto Rico Inc. filed July 20, 2007

d) Amendment changing name from Rexam Specialty Products Puerto Rico Inc. to BPRex Specialty Products Puerto Rico Inc. filed June 13, 2014

(6) Bylaws of BPR (the "BPR Bylaws" and together with the Certificate of Incorporation and Amendments referenced above, hereinafter "BPR Organizational Documents");

(7) A certificate of good standing for BPR dated September 12, 2024; and

(8) certificates of the respective Secretaries, Assistant Secretaries or other appropriate representatives of BGI, Berry and BPR, certifying as to resolutions relating to the transactions referred to herein and the incumbency of officers.

The documents referenced as items (1) through (4) above are collectively referred to as the "Transaction Documents." The documents referenced as items (1) through (8) above are collectively referred to as the "Reviewed Documents."

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such other corporate, limited liability company and limited partnership records, agreements and instruments of BGI, Berry and BPR, certificates of public officials and officers or other appropriate representatives of BGI, Berry and BPR, and such other documents, records and instruments, and we have made such legal and factual inquiries, as we have deemed necessary or appropriate as a basis for us to render the opinions hereinafter expressed. In our examination of the Reviewed Documents and the foregoing, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies or by facsimile or other means of electronic transmission, or which we obtained from the Commission's Electronic Data Gathering Analysis and Retrieval system ("EDGAR") or other sites maintained by a court or government authority or regulatory body, and the authenticity of the originals or such latter documents. If any document we examined in printed, word processed or similar form has been filed with the Commission on EDGAR or such court or governmental authority or regulatory body, we have assumed that the document so filed is identical to the document we examined except for formatting changes. When relevant facts were not independently established, we have relied without independent investigation as to matters of fact upon statements of governmental officials and upon representations made in or pursuant to certificates and statements of appropriate representatives of BGI, Berry and BPR.

In connection herewith, we have assumed that, other than with respect to BGI, Berry and BPR, all of the documents referred to in this opinion have been duly authorized by, have been duly executed and delivered by, and constitute the valid, binding and enforceable obligations of, all of the parties thereto, all of the signatories to such documents have been duly authorized by all such parties and all such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents.

We have further assumed, with your permission, that (i) each of the Subsidiary Guarantors other than BPR (each, an "Other Guarantor," and collectively, the "Other Guarantors") has been duly organized and is validly existing in good standing under the laws of its state of organization, (ii) the execution and delivery by each such Other Guarantor of the Transaction Documents to which it is a party and the performance by it of its obligations thereunder are within its organizational power and have been duly authorized by all necessary action (corporate or other) on its part, (iii) each of the Transaction Documents to which any Other Guarantor is a party has been duly executed and delivered by each such Other Guarantor and (iv) the execution and delivery by each Other Guarantor of the Transaction Documents to which it is a party and the performance by it of its obligations thereunder do not result in any violation by it of the provisions of its organizational documents.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that:

1. BPR is a corporation validly existing and in good standing under the laws of the State of New Jersey.

2. BPR has all the necessary corporate power and authority to guarantee the Exchange Notes pursuant to the Indentures and the Guarantees.

3. The execution and delivery by BPR of the Indentures and the guarantee of the Exchange Notes pursuant to the Indentures have been duly authorized by all necessary corporate action on the part of BPR.

4. The Indentures have been duly executed and delivered by BPR.

In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinions set forth herein is further limited by, subject to and based upon the following assumptions, comments, qualifications, limitations and exceptions:

(a) Our opinions set forth herein reflect only the application of the applicable law of the State of New Jersey law. For such purpose the term "applicable law" means the New Jersey Business Corporation Act- Title 14A et seq. ("NJSA 14A") (as hereinafter defined), NJSA 14A, and those laws, rules and regulations of the State of New Jersey that a New Jersey lawyer exercising customary professional diligence would reasonably be expected to recognize as being applicable to transactions of the type contemplated by the Indentures and the Guarantees and to guarantors generally, without our having made any special investigation as to the applicability of any specific law, rule or regulation other than NJSA 14A. In rendering our opinion, we have not considered, and hereby disclaim any opinion as to, the application or impact of the laws of any jurisdiction other than the Opinion Jurisdictions, or any other laws of such states.

(b) We do not render any opinions except as set forth above. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name under the caption "Legal Matters" in the prospectus filed as a part thereof. In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

Very truly yours,

/s/ Gess Gess & Wallace. P.C.

Exhibit 5.6

Legal Counsel.

DINSMORE & SHOHL LLP
801 Pennsylvania Avenue NW # 610
Washington, D.C. 20004
www.dinsmore.com

September 25, 2024

Berry Global, Inc.
101 Oakley Street
Evansville, Indiana 47710

Re: Registration Statement on Form S-4
September 25, 2024

Ladies and Gentlemen:

We have acted as special counsel in the Commonwealth of Pennsylvania (the "**Commonwealth**") to RPC BRAMLAGE, INC., a Pennsylvania corporation ("**RPC**"), and F&S TOOL, INC., a Pennsylvania corporation ("**F&S**"), both subsidiaries of Berry Global, Inc., a Delaware corporation (the "**Issuer**"), and wholly owned subsidiaries of Berry Global Group, Inc., a Delaware corporation ("**Holdings**"), in connection with the Registration Statement on Form S-4 which was filed September 25, 2024 (the "**Registration Statement**") by the Issuer, Holdings and the subsidiary guarantors listed on the Table of Additional Registrant Guarantors thereto, including RPC and F&S (together with Holdings, the "**Guarantors**"), with the Securities and Exchange Commission (the "**Commission**") under the Securities Act of 1933, as amended (the "**Act**"), relating to the offer by the Issuer (the "**Exchange Offer**") (i) to exchange an aggregate principal amount of up to $800,000,000 of its new 5.650% First Priority Senior Secured Notes due 2034 (the "**January Exchange Notes**") for an equal amount of its outstanding unregistered 5.650% First Priority Senior Secured Notes due 2034 (the "**January Outstanding Notes**"), issued and outstanding under that certain Indenture, dated as of January 17, 2024, as supplemented (the "**January Indenture**"), among the Issuer, the Guarantors, and U.S. Bank Trust Company, National Association, a national banking association, as trustee (the "**Trustee**") and collateral agent; and (ii) to exchange an aggregate principal amount of up to $800,000,000 of its new 5.800% First Priority Senior Secured Notes due 2031 (the "**May Exchange Notes**" and together with the January Exchange Notes, the "**Exchange Notes**"), for an equal amount of its outstanding unregistered 5.800% First Priority Senior Secured Notes due 2031 (the "**May Outstanding Notes**" and together with the January Outstanding Notes, the "**Outstanding Notes**"), issued and outstanding under that certain Indenture, dated as of May 28, 2024, as supplemented (the "**May Indenture**" and together with the January Indenture, the "**Indentures**"), among the Issuer, the Guarantors, and the Trustee. Payment of the Exchange Notes is to be guaranteed by each of the Guarantors pursuant to a guarantee (collectively, the "**Guarantee**") contained in the Indentures. Terms used and not defined herein and defined in the Indentures are used herein as defined therein.

In rendering the opinions expressed below, we have examined the following (collectively, the "**Subject Documents**"):

1. the Indentures;

2. the Registration Statement and the related form of prospectus included therein (including all exhibits thereto), in the form in which it was transmitted to the Commission under the Act;

3. executed copies of the Outstanding Notes; and

4. the form of the Exchange Notes.

We have reviewed the Subject Documents and such other RPC and F&S records, instruments, documents and agreements we have deemed necessary or appropriate as a basis for us to be able to render the opinions hereinafter set forth.

In addition, we have examined such records of RPC and F&S and such documents and records, and such matters of law, as we have deemed appropriate as a basis for such opinions hereinafter expressed.

This opinion letter and the opinions provided herein are given in accordance with customary opinion practice and, except as otherwise set forth as to any particular opinion, on the basis of the laws, rules, and regulations of the Commonwealth of Pennsylvania that a Pennsylvania lawyer exercising customary professional diligence would reasonably be expected to recognize as being applicable to RPC, F&S, the Indentures, and the transactions contemplated thereby.

We have not made or undertaken to make any investigation as to factual matters or as to the accuracy or completeness of any representation, warranty, data or any other information, whether written or oral, that may have been made by or on behalf of the parties to the Subject Documents or otherwise (but have no actual knowledge of the inaccuracy or incompleteness of any of the same), and we assume, in giving this opinion, that none of such information, if any, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances in which they are made, not misleading. When we use the words “knowledge” or “our knowledge” and similar language herein, the relevant knowledge is limited to the actual knowledge (without any inquiry or investigation except as expressly set forth in this opinion) of the lawyers within our firm who have worked on the transaction described in the Subject Documents on behalf of RPC and F&S.

Subject to the foregoing assumptions and qualifications, we are of the opinion that:

1. RPC (a) is a corporation validly existing and in good standing under the laws of Commonwealth of Pennsylvania and (b) has the necessary corporate power to guarantee the Exchange Notes pursuant to the terms of the Indentures.

2. F&S (a) is a corporation validly existing and in good standing under the laws of Commonwealth of Pennsylvania and (b) has the necessary corporate power to guarantee the Exchange Notes pursuant to the terms of the Indentures.

3. RPC’s guarantee of the Exchange Notes pursuant to the terms of the Indentures has been duly authorized by all necessary corporate action, and RPC has duly authorized the issuance of the Guarantee of the Exchange Notes.

4. F&S's guarantee of the Exchange Notes pursuant to the terms of the Indentures has been duly authorized by all necessary corporate action, and F&S has duly authorized the issuance of the Guarantee of the Exchange Notes.

5. The Indentures have been duly executed and delivered by RPC and F&S.

For purposes of this opinion, we are admitted to practice only in the Commonwealth. We express no opinion as to matters under or involving the laws of any jurisdiction other than the laws of the United States of America and the Commonwealth (but expressly excluding any statutes, ordinances, administrative decisions, rules or regulations of any political subdivision of the Commonwealth). We shall have no continuing obligations to inform you of changes in law or fact subsequent to the date hereof or of facts of which we become aware after the date hereof. This opinion letter is being furnished to you for submission to the Commission as an exhibit to the Registration Statement. We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to the use of the name of our firm therein. In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the 1933 Act.

Very truly yours,

/s/ DINSMORE & SHOHL LLP

Exhibit 5.7

September 25, 2024

Berry Global, Inc.
101 Oakley Street
Evansville, Indiana 47710

Re: Registration Statement on Form S-4 filed by Berry Plastics Corporation

Ladies and Gentlemen:

We have served as special counsel to M&H Plastics, LLC, a Virginia limited liability company and successor in interest to M&H Plastics, Inc., a Virginia corporation, by conversion ("M&H"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by Berry Global, Inc., a Delaware corporation ("BGI"), Berry Global Group, Inc. ("Berry") and the subsidiary guarantors listed in the Table of Additional Registrant Guarantors thereto, including M&H (the "Subsidiary Guarantors," and together with Berry, being sometimes collectively referred to herein as the "Guarantors") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the offer by BGI (the "Exchange Offer") to exchange up to $800,000,000 in aggregate principal amount of BGI's new registered 5.650% First Priority Senior Secured Notes due 2034 (the "January Exchange Notes") and an aggregate principal amount of up to $800,000,000 of its new registered 5.800% First Priority Senior Secured Notes due 2031 (the "May Exchange Notes" and together with the January Exchange Notes, the "Exchange Notes"), for an equal aggregate principal amount of its existing unregistered 5.650% First Priority Senior Secured Notes due 2034 (the "January Outstanding Notes") and unregistered 5.800% First Priority Senior Secured Notes due 2031 (the "May Outstanding Notes" and together with the January Outstanding Notes, the "Initial Notes"), under the indenture dated as of January 17, 2024 and that certain Indenture dated May 28, 2024 (the "Indentures"), among BGI, Guarantors and U.S. Bank Trust Company, National Association, as trustee. Payment of the Exchange Notes is to be guaranteed by the Guarantors pursuant to a guarantee contained in the Indentures. All capitalized terms which are defined in the Indentures shall have the same meanings when used herein, unless otherwise specified.

In connection herewith, we have examined:

(1) the Registration Statement (including all exhibits thereto);

(2) executed copies of the Indentures;

(3) executed copies of the Initial Notes;

(4) the forms of the Exchange Notes;

(5) the articles of conversion and Operating Agreement of M&H organized under the laws of the Commonwealth of Virginia (such Guarantor, as so identified on Schedule I, being sometimes referred to herein as the "Identified Guarantor"), as in effect on the date hereof and as certified by the applicable Secretary, Assistant Secretary or other appropriate representative of the Identified Guarantor (the "Organizational Documents");

(6) a Certificate of Fact for the Identified Guarantor as of the date indicated on Schedule II; and

(7) certificate of the Secretary, Assistant Secretary or other appropriate representative of the Identified Guarantor, certifying as to resolutions relating to the transactions referred to herein and the incumbency of officers (the "Secretary's Certificate").

The documents referenced as items (1) through (4) above are collectively referred to as the "Transaction Documents." The documents referenced as items (1) through (7) above are collectively referred to as the "Reviewed Documents."

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such other company records, agreements and instruments of M&H, certificates of public officials and officers or other appropriate representatives of the Identified Guarantor, and such other documents, records and instruments, and we have made such legal and factual inquiries, as we have deemed necessary or appropriate as a basis for us to render the opinions hereinafter expressed. In our examination of the Reviewed Documents and the foregoing, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies or by facsimile or other means of electronic transmission, or which we obtained from the Commission's Electronic Data Gathering Analysis and Retrieval system ("EDGAR") or other sites maintained by a court or government authority or regulatory body, and the authenticity of the originals or such latter documents. If any document we examined in printed, word processed or similar form has been filed with the Commission on EDGAR or such court or governmental authority or regulatory body, we have assumed that the document so filed is identical to the document we examined except for formatting changes. When relevant facts were not independently established, we have relied without independent investigation as to matters of fact upon statements of governmental officials and upon representations made in or pursuant to certificates and statements of appropriate representatives of the Identified Guarantor.

In connection herewith, we have assumed that, other than with respect to the Identified Guarantor, all of the documents referred to in this opinion have been duly authorized by, have been duly executed and delivered by, and constitute the valid, binding and enforceable obligations of, all of the parties thereto, all of the signatories to such documents have been duly authorized by all such parties and all such parties are duly organized and validly existing and have the power and authority (company or other) to execute, deliver and perform such documents.

We have further assumed, with your permission, that (i) each of the Subsidiary Guarantors other than M&H (each, an "Other Guarantor," and collectively, the "Other Guarantors") has been duly organized and is validly existing in good standing under the laws of its state of organization, (ii) the execution and delivery by each such Other Guarantor of the Transaction Documents to which it is a party and the performance by it of its obligations thereunder are within its organizational power and have been duly authorized by all necessary action (company or other) on its part, (iii) each of the Transaction Documents to which any Other Guarantor is a party has been duly executed and delivered by each such Other Guarantor, (iv) the Secretary's Certificate is true and correct in all respects, and (v) the execution and delivery by each Other Guarantor of the Transaction Documents to which it is a party and the performance by it of its obligations thereunder do not result in any violation by it of the provisions of its organizational documents.

Based upon the foregoing and in reliance thereon, in reliance on the Opinion rendered by Bryan Cave Leighton Paisner LLP as of the date hereof in connection with the Registration Statement, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that:

(1) M&H is a limited liability company validly existing and in good standing under the laws of the Commonwealth of Virginia;

(2) M&H has all the necessary company power and authority to execute and deliver the Indentures and guarantee the Exchange Notes pursuant to the Indentures;

(3) The execution and delivery by M&H of the Indentures and the guarantee of the Exchange Notes pursuant to the Indentures have been duly authorized by all necessary company action on the part of M&H; and

(4) The Indentures have been duly executed and delivered by M&H.

In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinions set forth herein is further limited by, subject to and based upon the following assumptions, comments, qualifications, limitations and exceptions:

(a) Our opinions set forth herein reflect only the application of the Virginia Limited Liability Company Act (Title 13.1, Chapter 12 of the Code of Virginia (1950), as amended) (the jurisdiction referred to in this sentence being sometimes referred to herein as the "Opinion Jurisdiction"). The opinions set forth herein are made as of the date hereof and are subject to, and may be limited by, future changes in the factual matters set forth herein, and we undertake no duty to advise you of the same. The opinions expressed herein are based upon the law in effect (and published or otherwise generally available) on the date hereof, and we assume no obligation to revise or supplement these opinions should such law be changed by legislative action, judicial decision or otherwise. In rendering our opinion, we have not considered, and hereby disclaim any opinion as to, the application or impact of the laws of any jurisdiction other than the Opinion Jurisdiction, or in the case of the Commonwealth of Virginia, any other laws of such states.

We do not render any opinions except as set forth above. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name under the caption "Legal Matters" in the prospectus filed as a part thereof. In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

Very truly yours,

/s/ Gentry Locke, Attorneys

Gentry Locke, Attorneys

Exhibit 21.1

BERRY GLOBAL GROUP, INC.
LIST OF SUBSIDIARIES

Ace Classic Medical Components (Shanghai) Company Limited
Ace Corporation Holdings Limited
Ace Industrial Technologies Limited
Ace Medical Components Co Limited
Ace Mold (HeFei) Company Limited
Ace Mold (Shanghai) Company Limited
Ace Mold (Zhuhai) Company Limited
Ace Mold Company Limited
Ace Mold Industrial (Shanghai) Company Limited
Ace Mold Industrial (Shenzhen) Company Limited
Ace Plastics (Shenzhen) Company Limited
Ace Plastics (Zhuhai) Company Limited
Ace Plastics Company Limited
Ace Plastics Technologies Limited
AeroCon, LLC
Aspen Industrial S.A. de C.V.
Astra Plastique SAS
Astrapak Investments Proprietary Limited
Astrapak Manufacturing Holdings Proprietary Limited
Astrapak Property Holdings Proprietary Limited
AT Films Inc
AVINTIV Inc.
AVINTIV Acquisition LLC
AVINTIV Specialty Materials LLC
Bender GmbH
Berry ACE Automation (Shenzhen) Company Limited
Berry Ace Packaging (Hefei) Company Limited
Berry Ace Packaging (Jiaxing) Company Limited
Berry Acquisition Company do Brasil Ltda.
Berry Aschersleben GmbH
Berry Beauté Marolles SAS
Berry Bramlage Kolding A/S
Berry do Brasil Ltda.
Berry Dombuhl GmbH
Berry EKE NV
Berry Europe GmbH
Berry Film Products Acquisition Company, Inc.
Berry Film Products Company, Inc.
Berry Gent NV
Berry Global Films, LLC
Berry Global France Holdings SAS
Berry Global German Holdings GmbH
Berry Global Group, Inc.
Berry Global India Private Limited
Berry Global International Financing Limited
Berry Global International Holdings Limited
Berry Global UK Holding Limited
Berry Global Malta Holding Company Limited
Berry Global, Inc.
Berry Holding Company do Brasil Ltda.
Berry Norway Containers AS
Berry Packaging Norway AS
Berry PET Power France SASU
Berry Plastics Acquisition Corporation V
Berry Plastics Acquisition Corporation XIV, LLC
Berry Plastics Acquisition LLC X
Berry Plastics Asia Pacific Limited
Berry Plastics Asia Pte. Ltd.
Berry Plastics Canada, Inc.

Berry Plastics de Mexico, S. de R.L. de C.V.
Berry Plastics Design, LLC
Berry Plastics Escrow, LLC
Berry Plastics Filmco, Inc.
Berry Plastics GmbH
Berry Plastics Holding GmbH & Co. KG
Berry Plastics Hong Kong Limited
Berry Plastics IK, LLC
Berry Plastics International B.V.
Berry Plastics International GmbH
Berry Plastics Opco, Inc.
Berry Plastics Qingdao Limited
Berry Plastics SP, Inc.
Berry Plastics Technical Services, Inc.
Berry Slovakia SRO
Berry Tapes Holding Company, Inc.
Berry Specialty Tapes, LLC
Berry Superfos Balkan d o o
Berry Superfos Besancon SAS
Berry Superfos Bouxwiller SAS
Berry Superfos Bremervörde Management GmbH
Berry Superfos Bremervörde Packaging GmbH
Berry Superfos Bremervörde Print GmbH
Berry Superfos Deventer BV
Berry Superfos Italy SRL
Berry Superfos La Genete SAS
Berry Superfos Lidköping AB
Berry Superfos Lubień Sp z o o
Berry Superfos Mullsjö AB
Berry Superfos Opfenbach GmbH
Berry Superfos Packaging Solutions Kaltenkirchen GmbH
Berry Superfos Pamplona SA
Berry Superfos Pori Oy
Berry Superfos Poznań Sp. z o o
Berry Superfos Randers A/S
Berry Superfos Stilling A/S
Berry Superfos Wetteren NV
Berry UK Containers Limited
Berry UK Holdings Limited
Berry UK Pension Trustees Limited
BMS International Holding BV
Bonlam, S.A. DE C.V.
BPI 2007 Limited
BPI 2010 Limited
BPI Formipac France SARL
BPI General Partner Limited
BPI International (No 2) Limited
BPI International Limited
BPI Limited
BPI Limited Partner Limited
BPI Pension Funding Limited Partnership
BPRex Closure Systems, LLC
BPRex Closures Kentucky Inc.
BPRex Closures, LLC
BPRex de Mexico S.A. de R.L. de CV
BPRex Delta Inc.
BPRex Healthcare Brookville Inc.
BPRex Healthcare Offranville SAS
BPRex Healthcare Packaging, Inc.

BPRex Partipacoes Ltda
BPRex Pharma Packaging India Private Limted
BPRex Plastic Packaging (India) Private Limited
BPRex Plastic Packaging de Mexico S.A. de C.V.
BPRex Plastic Packaging, Inc.
BPRex Plasticos Do Brasil Ltda
BPRex Product Design & Engineering Inc.
BPRex Specialty Products Puerto Rico Inc.
Brithene Films Limited
British Polythene Industries Limited
British Polythene Limited
Caplas LLC
Caplas Neptune, LLC
Captive Plastics, LLC
Cardinal Packaging, Inc.
Chicopee Asia, Limited
Chicopee Holdings B.V.
Chicopee Holdings C.V.
Chicopee LLC
Chocksett Road Limited Partnership
Chocksett Road Realty Trust
Zedcor Limited
Combipac BV
Companhai Providencia Industria e Comercio
Consumer Packaging Int'l Holdings, LLC
Covalence Specialty Adhesives LLC
CPI Holding Corporation
Delta Polythene Limited
Dominion Textile (USA), L.L.C.
Dongguan First Packaging Co. Limited
Dongguan United Packaging Co., Limited
Dounor SAS
Dumpling Rock, LLC
ESE BV
ESE France SAS
ESE GmbH
ESE Holding SASU
ESE Holdings Limited
ESE Kft
ESE NV
ESE Sp. z o.o.
ESE Sweden Holding AB
ESE World BV
ESE World Limited
Estero Porch, LLC
Fabrene, Inc.
Fabrene, L.L.C.
Fiberweb (Tianjin) Specialty Nonwovens Company Limited
Fiberweb Berlin GmbH
Fiberweb France SAS
Fiberweb Geosynthetics Limited
Fiberweb Holdings Limited
Fiberweb Italia SRL
Fiberweb Limited
Fiberweb, LLC
Fiberweb Terno D'Isola SRL
Financiere Daunou 1 SA
Flexfilm Limited
Fortune Best Trading Limited

F&S Export, Inc.
F&S Precision Holdings, Inc.
F&S Tool, Inc.
Galion Distribution SARL
Galion International SA
Galion SA
Galion Senegal SA
GCS Holdco Finance II SARL
GDMH SA
Genius World Holding Ltd
Global Closure Systems America 1, Inc.
Global Closure Systems France 1 SAS
Global Closure Systems Germany GmbH
Global Closure Systems Spain SLU
Global Closure Systems UK Limited
Grafco Industries Limited Partnership
Grupo de Servicios Berpla, S. de R.L. de C.V.
HHS France Holdings SAS
HHS German Holdings GmbH
Irish Polythene Industries Limited
J P Plast S R O
Jacinto Mexico, S.A. de C.V.
Jagtenberg Beheer BV
Jiangmen United Packaging Co., Limited
Jordan Plastics Limited
Kerr Group, LLC
Knight Plastics, LLC
Laddawn, Inc.
Lamb's Grove, LLC
Letica Corporation
Letica Resources, Inc.
LLC ESE South America S.R.L.
Lunifera Investments Proprietary Limited
M & H Plastics, LLC
Marcom Plastics Proprietary Limited
Massmould Limited
Maynard & Harris Group Limited
Maynard & Harris Plastics
Maynard & Harris Plastics (UK) Limited
Millham, LLC
Multicom SRL
Nanhai Nanxin Non Woven Co. Ltd
Nordfolien GmbH
Nordfolien Polska Sp. z o.o.
Obrist (Thailand) Co Limited
Obrist Closures Switzerland GmbH
Obrist Eastern Europe SRL
Obrist Iberia SLU
Obrist Italia Srl
Old Hickory Steamworks, LLC
Packerware, LLC
PET Power BV
PET Power Handels GmbH
Pfizer Investment Ltd
PGI Acquisition Limited
PGI Argentina S.A.
PGI Colombia LTDA
PGI Europe LLC
PGI France SAS

PGI Holdings B.V.
PGI Netherlands Holdings (NO. 2) B.V.
PGI Non-Woven (China) Company Limited
PGI Nonwovens (Mauritius)
PGI Nonwovens B.V.
PGI Polymer LLC
PGI Spain S.L. U
Plasgran Limited
Plastiape S.p.A.
Pliant de Mexico S.A. de C.V.
Pliant International, LLC
Pliant, LLC
Polymer Group Holdings C.V.
Poly-Seal, LLC
Promens Asia Limited
Promens Do Brasil Serviços Ltda
Promens Firenze SRL
Promens Italy SRL
Promens Monastir SARL
Promens Munchen GmbH
Promens OY
Promens Packaging GmbH
Promens Packaging Limited
Promens Packaging SAU
Promens Personal Healthcare GmbH
Promens SA
Promens SARL
Providencia USA, Inc.
PWS Danmark A/S
PWS Finland OY
PWS Nordic AB
Rafypak, S.A. de C.V.
Rigid Plastic Containers Holdings Limited
Rollpak Corporation
Romfilms Limited
RPC 2017 Holding Company Limited
RPC Ace Company Limited
RPC Africa Holdings Pty Limited
RPC Asia Pacific Holdings Limited
RPC Astrapak Proprietary Limited
RPC Bramlage Dinklage GmbH & Co KG
RPC Bramlage Division GmbH & Co KG
RPC Bramlage Food GmbH
RPC Bramlage GmbH
RPC Bramlage Inc.
RPC Bramlage Warszawa Sp.z.o.o.
RPC Bramlage Werkzeugbau GmbH & Co KG
RPC Bramlage Yekaterinburg LLC
RPC Containers Limited
RPC Emballages Moirans SAS
RPC Emballages Montpont SAS
RPC Emballages SAS
RPC Envases SA
RPC Folio Holdings GmbH
RPC Formatec GmbH
RPC Group Limited
RPC Leopard Holdings, Inc.
RPC Packaging (Deutschland) BV & Co KG
RPC Packaging Brasil Indústria e Comércio de Embalagens Ltda

RPC Packaging Holdings (US) Inc
RPC Packaging Holdings Brazil BV
RPC Packaging Holdings Limited
RPC Pisces Holdings Limited
RPC Promens Group BV
RPC Promens Industrial Crailsheim GmbH
RPC Superfos US, Inc.
RPC Tedeco-Gizeh (UK) Limited
RPC Verpackungen Kutenholz GmbH
RPC Verwaltungsgesellschaft BV
RPC Wiko Verwaltungsgellschaft GmbH
RPC Zeller Plastik Libertyville, Inc.
Saffron Acquisition, LLC
Megafilm Limited
SC Romfilms SRL
SCI Vertuquet
Scott & Robertson Limited
Setco, LLC
SPA Galion Algerie
Spec Tool and Die and General Engineering Proprietary Limited
Sugden, LLC
Sun Coast Industries, LLC
Superfos Tamworth Limited
Terram Defencell Limited
Terram Limited
Treasure Holdco, Inc.
Tyco Acquisition Alpha LLC
UAB ESE Baltija
Uniplast Holdings, LLC
Uniplast U.S., Inc.
Venture Packaging, Inc.
Venture Packaging Midwest, Inc.
Weener Plastop Proprietary Limited
Zeller Engineering GmbH
Zeller Plastik Deutschland GmbH
Zeller Plastik Espana SLU
Zeller Plastik France SAS
Zeller Plastik Italia Srl
Zeller Plastik Mexico SA de CV
Zeller Plastik Philippines Inc
Zeller Plastik Poland Sp. z o.o.
Zeller Plastik Shanghai Limited

EXHIBIT 22.1

Guaranteed Securities

The following securities (collectively, the "Berry Global Senior Secured Notes") issued by Berry Global, Inc., a Delaware corporation and wholly-owned subsidiary of Berry Global Group, Inc., a Delaware corporation (the "Company"), were outstanding as of June 29, 2024.

Description of Notes
1.00% First Priority Senior Secured Notes due 2025
1.57% First Priority Senior Secured Notes due 2026
4.875% First Priority Senior Secured Notes due 2026
1.50% First Priority Senior Secured Notes due 2027
1.65% First Priority Senior Secured Notes due 2027
5.50% First Priority Senior Secured Notes due 2028
5.80% First Priority Senior Secured Notes due 2031
5.65% First Priority Senior Secured Notes due 2034
4.500% Second Priority Senior Secured Notes due 2026
5.625% Second Priority Senior Secured Notes due 2027

Obligors

As of June 29, 2024, the obligors under the Berry Global Senior Secured Notes consisted of the Company, as a guarantor, and its subsidiaries listed in the following table:

Name	Jurisdiction	Obligor Type
AeroCon, LLC	Delaware	Guarantor
AVINTIV Acquisition LLC	Delaware	Guarantor
AVINTIV Inc.	Delaware	Guarantor
AVINTIV Specialty Materials, LLC	Delaware	Guarantor
Berry Film Products Acquisition Company, Inc.	Delaware	Guarantor
Berry Film Products Company, Inc.	Delaware	Guarantor
Berry Global Films, LLC	Delaware	Guarantor
Berry Global, Inc.	Delaware	Issuer
Berry Plastics Acquisition Corporation V	Delaware	Guarantor
Berry Plastics Acquisition Corporation XIV LLC	Delaware	Guarantor
Berry Plastics Acquisition LLC X	Delaware	Guarantor
Berry Plastics Design, LLC	Delaware	Guarantor
Berry Plastics Escrow LLC	Delaware	Guarantor
Berry Plastics Filmco, Inc.	Delaware	Guarantor
Berry Plastics IK, LLC	Delaware	Guarantor
Berry Plastics Opco, Inc.	Delaware	Guarantor
Berry Plastics SP, Inc.	Delaware	Guarantor
Berry Plastics Technical Services, Inc.	Delaware	Guarantor
Berry Specialty Tapes, LLC	Delaware	Guarantor
Berry Tapes Holding Company, Inc.	Delaware	Guarantor
BPRex Closure Systems, LLC	Delaware	Guarantor
BPRex Closures Kentucky Inc.	Delaware	Guarantor
BPRex Closures, LLC	Delaware	Guarantor
BPRex Delta Inc.	Delaware	Guarantor
BPRex Healthcare Brookville Inc.	Delaware	Guarantor
BPRex Healthcare Packaging, Inc.	Delaware	Guarantor
BPRex Plastic Packaging, Inc.	Delaware	Guarantor
BPRex Product Design and Engineering Inc.	Minnesota	Guarantor
BPRex Specialty Products Puerto Rico Inc.	New Jersey	Guarantor
Caplas LLC	Delaware	Guarantor
Caplas Neptune, LLC	Delaware	Guarantor
Captive Plastics, LLC	Delaware	Guarantor
Cardinal Packaging, Inc.	Delaware	Guarantor
Chicopee, LLC	Delaware	Guarantor
Chocksett Road Limited Partnership	Massachusetts	Guarantor
Chocksett Road Realty Trust	Massachusetts	Guarantor
Covalence Specialty Adhesives LLC	Delaware	Guarantor
CPI Holding Corporation	Delaware	Guarantor
Consumer Packaging Int'l Holdings, LLC	Delaware	Guarantor
Dominion Textile (USA), L.L.C.	Delaware	Guarantor
Dumpling Rock, LLC	Massachusetts	Guarantor
Estero Porch, LLC	Delaware	Guarantor
F & S Precision Holdings Inc	Pennsylvania	Guarantor
F & S Tool Inc	Delaware	Guarantor
F & S Export Inc	Delaware	Guarantor
Fabrene, L.L.C.	Delaware	Guarantor
Fiberweb, LLC	Delaware	Guarantor
Global Closure Systems America 1, Inc.	Delaware	Guarantor
Grafco Industries Limited Partnership	Maryland	Guarantor
Kerr Group, LLC	Delaware	Guarantor
Knight Plastics, LLC	Delaware	Guarantor
Laddawn, Inc.	Massachusetts	Guarantor
Lamb's Grove, LLC	Delaware	Guarantor
Letica Corporation	Michigan	Guarantor
Letica Resources, Inc.	Michigan	Guarantor
M&H Plastics, Inc.	Virginia	Guarantor
Millham, LLC	Delaware	Guarantor
Old Hickory Steamworks, LLC	Delaware	Guarantor
Packerware, LLC	Delaware	Guarantor
PGI Europe, LLC	Delaware	Guarantor
PGI Polymer, LLC	Delaware	Guarantor
Pliant International, LLC	Delaware	Guarantor
Pliant, LLC	Delaware	Guarantor
Poly-Seal, LLC	Delaware	Guarantor
Providencia USA, Inc.	North Carolina	Guarantor
Rollpak Corporation	Delaware	Guarantor
RPC Bramlage, Inc.	Pennsylvania	Guarantor
RPC Leopard Holdings, Inc.	Delaware	Guarantor
RPC Packaging Holdings (US), Inc.	Delaware	Guarantor
RPC Superfos US, Inc.	Delaware	Guarantor
RPC Zeller Plastik Libertyville, Inc.	Delaware	Guarantor
Saffron Acquisition, LLC	Delaware	Guarantor
Setco, LLC	Delaware	Guarantor
Sugden, LLC	Delaware	Guarantor
Sun Coast Industries, LLC	Delaware	Guarantor
Treasure Holdco, Inc.	Delaware	Guarantor
Tyco Acquisition Alpha LLC	Nevada	Guarantor
Uniplast Holdings, LLC	Delaware	Guarantor
Uniplast U.S., Inc.	Delaware	Guarantor
Venture Packaging Midwest, Inc.	Delaware	Guarantor
Venture Packaging, Inc.	Delaware	Guarantor

Pledged Security Collateral

As of June 29, 2024, the obligations under the Berry Global Senior Secured Notes were secured by pledges of the capital stock of the following affiliates of the Company:

Name	Country	State	Owned by	Percentage of Outstanding Shares/ Membership/ Partnership Interests	Percentage of Owned Interests Pledged
AEP Canada Inc.	Canada		Berry Global Films, LLC	100.00%	65%
AeroCon, LLC	USA	DE	Berry Global, Inc.	100.00%	100%
Aspen Industrial S.A. de C.V.	Mexico		Pliant, LLC and Pliant Corporation International (1 share)	100.00%	65%
AVINTIV Inc.	USA	DE	Berry Global, Inc.	100.00%	100%
AVINTIV Acquisition Corporation	USA	DE	AVINTIV Inc.	100.00%	100%
AVINTIV Specialty Materials, Inc.	USA	DE	AVINTIV Acquisition Corporation	100.00%	100%
Berry Film Products Acquisition Company, Inc. (f/k/a Clopay Plastic Products Acquisition Company, Inc.)	USA	DE	Berry Film Products Company, Inc. (f/k/a Clopay Plastic Products Company, Inc.)	100.00%	100%
Berry Film Products Company, Inc. (f/k/a Clopay Plastic Products Company, Inc.)	USA	DE	Berry Global, Inc.	100.00%	100%
Berry Global Films, LLC (f/k/a Berry Plastics Acquisition Corporation XV, LLC)	USA	DE	Berry Global, Inc.	100.00%	100%
Berry Global International Financing Limited	UK		AVINTIV Inc.	100.00%	65%
Berry Global, Inc. (f/k/a Berry Plastics Corporation)	USA	DE	Berry Plastics Group, Inc.	100.00%	100%
Berry Global German Holdings GmbH	Germany		Berry Global, Inc.	100.00%	65%
Berry Plastics Acquisition Corporation V	USA	DE	Berry Global, Inc.	100.00%	100%
Berry Plastics Acquisition Corporation XIV, LLC	USA	DE	Berry Global, Inc.	100.00%	100%
Berry Plastics Acquisition LLC X	USA	DE	Berry Global, Inc.	100.00%	100%
Berry Plastics Canada, Inc.	Canada		Berry Global, Inc.	100.00%	65%
Berry Plastics de Mexico, S. de R.L. de C.V.	Mexico		Berry Plastics Acquisition Corporation V	100.00%	65%
Berry Plastics Design, LLC	USA	DE	Berry Global, Inc.	100.00%	100%
Berry Plastics Escrow, LLC	USA	DE	Berry Global, Inc.	100.00%	100%
Berry Plastics Filmco, Inc.	USA	DE	Berry Global, Inc.	100.00%	100%
Berry Plastics IK, LLC	USA	DE	Berry Global, Inc.	100.00%	100%
Berry Plastics International B.V.	Netherlands		Berry Global, Inc.	100.00%	65%
Berry Plastics Opco, Inc.	USA	DE	Berry Global, Inc.	100.00%	100%
Berry Plastics SP, Inc.	USA	DE	Berry Global, Inc.	100.00%	100%
Berry Plastics Technical Services, Inc.	USA	DE	Venture Packaging, Inc.	100.00%	100%
Berry Specialty Tapes, LLC (f/k/a Berry Plastics Acquisition Corporation XI)	USA	DE	Berry Global, Inc.	100.00%	100%
Berry UK Holdings Limited	UK		AVINTIV Inc.	100.00%	65%
BPRex Closure Systems, LLC	USA	DE	Berry Global, Inc.	100.00%	100%
BPRex Closures Kentucky Inc.	USA	DE	Berry Global, Inc.	100.00%	100%
BPRex Closures, LLC	USA	DE	Berry Global, Inc.	100.00%	100%
BPRex de Mexico S.A. de R.L. de CV	Mexico		Berry Global, Inc. and Berry Plastics Acquisition LLC X (1 share)	100.00%	65%
BPRex Delta Inc.	USA	DE	Berry Global, Inc.	100.00%	100%
BPRex Healthcare Brookville Inc.	USA	DE	BPRex Plastic Packaging, Inc.	100.00%	100%
BPRex Healthcare Packaging, Inc.	USA	DE	BPRex Plastic Packaging, Inc.	100.00%	100%
BPRex Plastic Packaging de Mexico S.A. de C.V.	Mexico		Berry Global, Inc.	50.00%	65%1
BPRex Plastic Packaging de Mexico S.A. de C.V.	Mexico		BPRex Healthcare Packaging, Inc.	50.00%	
BPRex Plastic Packaging, Inc.	USA	DE	Berry Global, Inc.	100.00%	100%
BPRex Product Design & Engineering Inc.	USA	MN	BPRex Healthcare Brookville, Inc.	100.00%	100%
BPRex Specialty Products Puerto Rico Inc.	USA	NJ	BPRex Plastic Packaging, Inc.	100.00%	100%
Caplas LLC	USA	DE	Captive Plastics LLC	100.00%	100%
Caplas Neptune, LLC	USA	DE	Captive Plastics LLC	100.00%	100%
Captive Plastics, LLC	USA	DE	Berry Plastics SP, Inc.	100.00%	100%
Cardinal Packaging, Inc.	USA	DE	CPI Holding Corporation	100.00%	100%
Chicopee Asia, Limited	Hong Kong		Chicopee, Inc.	100.00%	65%
Chicopee Holdings B.V.	Netherlands		PGI Europe LLC	100.00%	65%
Chicopee LLC	USA	DE	PGI Polymer, Inc.	100.00%	100%
Chocksett Road Limited Partnership	USA	MA	Berry Global, Inc.	98% Limited Partnership Interests 2% General Partnership Interests	100%
Chocksett Road Realty Trust	USA	MA	Chocksett Road Limited Partnership	Sole Beneficiary	100%
Berry Holding Company do Brasil Ltda.	Brazil		Berry Film Products Company, Inc. (f/k/a Clopay Plastic Products Company, Inc.)	99.99%	65%2
Berry Holding Company do Brasil Ltda.	Brazil		Berry Global, Inc.	0.01%	
Covalence Specialty Adhesives LLC	USA	DE	Berry Global, Inc.	100.00%	100%
CPI Holding Corporation	USA	DE	Berry Global, Inc.	100.00%	100%
CSM Mexico SPV LLC	USA	DE	Berry Global, Inc.	100.00%	100%
Dominion Textile (USA), L.L.C.	USA	DE	Chicopee, Inc.	100.00%	100%
Dumpling Rock, LLC	USA	MA	Berry Global, Inc.	100.00%	100%
Estero Porch, LLC	USA	DE	Berry Global, Inc.	100.00%	100%
Fabrene, Inc.	Canada		AVINTIV Inc.	100.00%	65%
Fabrene, L.L.C.	USA	DE	PGI Europe LLC	100.00%	100%
Fiberweb, LLC f/k/a Fiberweb, Inc.	USA	DE	PGI Europe LLC	100.00%	100%
Fiberweb Holdings Ltd.	UK		PGI Europe LLC	100.00%	65%
Global Closure Systems America 1, Inc.	USA	DE	RPC Packaging Holdings (US), Inc.	100.00%	100%
Grafco Industries Limited Partnership	USA	MD	Caplas LLC	99.00%	100%
Grafco Industries Limited Partnership	USA	MD	Caplas Neptune, LLC	1.00%	100%
Grupo de Servicios Berpla, S. de R.L. de C.V.	Mexico		Berry Plastics Acquisition Corporation V	65.00%	65%
Grupo de Servicios Berpla, S. de R.L. de C.V.	Mexico		Berry Plastics Acquisition Corporation XIV	35.00%	65%
Kerr Group, LLC	USA	DE	Berry Global, Inc.	100.00%	100%
Knight Plastics, LLC	USA	DE	Berry Plastics SP, Inc.	100.00%	100%
Laddawn, Inc.	USA	MA	Berry Global, Inc.	100.00%	100%
Lamb's Grove, LLC	USA	DE	Berry Global, Inc.	100.00%	100%
Letica Corporation	USA	DE	RPC Leopard Holdings, Inc.	100.00%	100%
Letica Resources, Inc.	USA	DE	RPC Leopard Holdings, Inc.	100.00%	100%
M&H Plastics, Inc.	USA	VA	AVINTIV Inc.	100.00%	100%
Millham, LLC	USA	DE	Berry Global, Inc.	100.00%	100%
Old Hickory Steamworks, LLC	USA	DE	Fiberweb, LLC	100.00%	100%
Packerware, LLC	USA	DE	Berry Plastics SP, Inc.	100.00%	100%
PGI Acquisition Limited	UK		PGI Europe LLC	100.00%	65%
PGI Europe LLC	USA	DE	Chicopee, Inc.	100.00%	100%
PGI Nonwovens (Mauritius)	Mauritius		PGI Polymer, Inc.	100.00%	65%
PGI Polymer LLC	USA	DE	Avintiv Specialty Materials, Inc.	100.00%	100%
PGI Spain SLU	Spain		PGI Europe LLC	100.00%	65%
Pliant de Mexico S.A. de C.V.	Mexico		Pliant, LLC	36.03%	65%
Pliant International, LLC	USA	DE	Pliant, LLC	100.00%	100%
Pliant, LLC	USA	DE	Berry Global, Inc.	100.00%	100%

Poly-Seal, LLC	USA	DE	Berry Global, Inc.	100.00%	100%
Providencia USA, Inc.	USA	NC	Chicopee, Inc.	100.00%	100%
Rollpak Corporation	USA	DE	Berry Global, Inc.	100.00%	100%
RPC Bramlage, Inc.	USA	PA	RPC Packaging Holdings (US), Inc.	100.00%	100%
RPC Leopard Holdings, Inc.	USA	DE	RPC Packaging Holdings (US), Inc.	100.00%	100%
RPC Packaging Holdings (US), Inc.	USA	DE	AVINTIV Inc.	100.00%	100%
RPC Superfos US, Inc.	USA	DE	RPC Packaging Holdings (US), Inc.	100.00%	100%
RPC Zeller Plastik Libertyville, Inc.	USA	DE	Global Closure Systems America 1, Inc.	100.00%	100%
Saffron Acquisition, LLC	USA	DE	Kerr Group, LLC	100.00%	100%
Setco, LLC	USA	DE	Kerr Group, LLC	100.00%	100%
Sugden, LLC	USA	DE	Berry Global, Inc.	100.00%	100%
Sun Coast Industries, LLC	USA	DE	Saffron Acquisition, LLC	100.00%	100%
Uniplast Holdings, LLC	USA	DE	Pliant, LLC	100.00%	100%
Uniplast U.S., Inc.	USA	DE	Uniplast Holdings, Inc.	100.00%	100%
Venture Packaging Midwest, Inc.	USA	DE	Venture Packaging, Inc.	100.00%	100%
Venture Packaging, Inc.	USA	DE	Berry Global, Inc.	100.00%	100%

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption "Experts" in the Registration Statement (Form S-4) and related Prospectus of Berry Global, Inc. (a wholly owned subsidiary of Berry Global Group, Inc.) for the offering to exchange 5.650% First Priority Senior Secured Notes due 2034, and 5.800% First Priority Senior Secured Notes due 2031 and to the incorporation by reference therein of our reports dated November 17, 2023, with respect to the consolidated financial statements of Berry Global Group, Inc., and the effectiveness of internal control over financial reporting of Berry Global Group, Inc., included in its Annual Report (Form 10-K) for the year ended September 30, 2023, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Ernst & Young LLP

Indianapolis, Indiana
September 25, 2024

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER
THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE
Check if an Application to Determine Eligibility of
a Trustee Pursuant to Section 305(b)(2) ☐

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

(Exact name of Trustee as specified in its charter)

91-1821036
I.R.S. Employer Identification No.

800 Nicollet Mall Minneapolis, Minnesota	55402
(Address of principal executive offices)	(Zip Code)

James W. Hall
U.S. Bank Trust Company, National Association
100 Wall Street, Suite 600
New York, NY 10005
(551) 427-1335
(Name, address and telephone number of agent for service)

BERRY GLOBAL GROUP, INC.

BERRY GLOBAL, INC.

SEE TABLE OF ADDITIONAL REGISTRANT GUARANTORS

(Issuer with respect to the Securities)

Delaware	35-1814673
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

101 Oakley Street Evansville, Indiana	47710
(Address of Principal Executive Offices)	(Zip Code)

5.650% First Priority Senior Secured Notes due 2034, and
5.800% First Priority Senior Secured Notes due 2031
(Title of the Indenture Securities)

Table of Additional Registrant Guarantors

Exact name of registrant as specified in its charter	State or other jurisdiction of formation	Primary Standard Industrial Classification Code No.	I.R.S. Employer Identification No.
AeroCon, LLC	Delaware	3089	35-1948748
AVINTIV Acquisition, LLC	Delaware	3089	27-4133195
AVINTIV Inc.	Delaware	3089	27-4132779
AVINTIV Specialty Materials, LLC	Delaware	3089	57-1003983
Berry Film Products Acquisition Company, Inc.	Delaware	3089	27-2981027
Berry Film Products Company, Inc.	Delaware	3089	11-2808683
Berry Global Films, LLC	Delaware	3089	35-2184293
Berry Plastics IK, LLC	Delaware	3089	42-1382173
Berry Plastics Acquisition Corporation V	Delaware	3089	36-4509933
Berry Plastics Acquisition LLC X	Delaware	3089	35-2184301
Berry Plastics Design, LLC	Delaware	3089	62-1689708
Berry Plastics Filmco, Inc.	Delaware	3081	34-1848686
Berry Plastics Opco, Inc.	Delaware	3089	30-0120989
Berry Plastics SP, Inc.	Delaware	3089	52-1444795
Berry Plastics Technical Services, Inc.	Delaware	3089	57-1029638
Berry Specialty Tapes, LLC	Delaware	2673	35-2184302
Berry Tapes Holding Company, Inc.	Delaware	2672	99-4097803
BPRex Closure Systems, LLC	Delaware	3089	27-4588544
BPRex Closures Kentucky Inc.	Delaware	3089	56-2209554
BPRex Closures, LLC	Delaware	3089	27-4579074
BPRex Delta Inc.	Delaware	3089	71-0725503
BPRex Healthcare Brookville Inc.	Delaware	3089	22-2784127
BPRex Healthcare Packaging Inc.	Delaware	3089	20-1555450
BPRex Plastic Packaging Inc.	Delaware	3089	34-1559354
BPRex Product Design and Engineering Inc.	Minnesota	3089	41-0751022
BPRex Specialty Products Puerto Rico Inc.	New Jersey	3089	66-0414062
Caplas LLC	Delaware	3089	20-3888603
Caplas Neptune, LLC	Delaware	3089	20-5557864
Captive Plastics, LLC	Delaware	3089	22-1890735
Cardinal Packaging, Inc.	Delaware	3089	34-1396561
Chicopee, LLC	Delaware	3089	57-1013629

Exact name of registrant as specified in its charter	State or other jurisdiction of formation	Primary Standard Industrial Classification Code No.	I.R.S. Employer Identification No.
Chocksett Road Limited Partnership	Massachusetts	3081	30-0556078
Chocksett Road Realty Trust	Massachusetts	3081	04-6646061
Consumer Packaging Int'l Holdings, LLC	Delaware	3089	99-0782980
Covalence Specialty Adhesives LLC	Delaware	2672	20-4104683
CPI Holding Corporation	Delaware	3089	34-1820303
Dominion Textile (USA), L.L.C.	Delaware	3089	13-2865428
Dumpling Rock, LLC	Massachusetts	3081	27-2763918
Estero Porch, LLC	Delaware	3081	27-4109579
Fabrene, L.L.C.	Delaware	3089	51-0319685
Fiberweb, LLC	Delaware	3089	57-0833773
F&S Export, Inc.	Delaware	3544	47-2168540
F&S Precision Holdings, Inc	Delaware	3544	85-1852044
F&S Tool, Inc.	Pennsylvania	3544	25-1674239
Global Closure Systems America 1, Inc.	Delaware	3089	02-0759661
Grafco Industries Limited Partnership	Maryland	3089	52-1729327
Kerr Group, LLC	Delaware	3089	95-0898810
Knight Plastics, LLC	Delaware	3089	35-2056610
Laddawn, Inc.	Massachusetts	3081	04-2590187
Lamb's Grove, LLC	Delaware	3081	20-1648837
Letica Corporation	Michigan	3089	38-1871243
Letica Resources, Inc.	Michigan	3089	38-2308379
M&H Plastics, LLC	Virginia	3089	06-1711463
Millham, LLC	Delaware	3081	51-0437775
Old Hickory Steamworks, LLC	Delaware	3089	27-1393212
Packerware, LLC	Delaware	3089	48-0759852
PGI Europe, LLC	Delaware	3089	56-2154891
PGI Polymer, LLC	Delaware	3089	57-0962088
Pliant International, LLC	Delaware	2673	87-0473075
Pliant, LLC	Delaware	2673	43-2107725
Poly-Seal, LLC	Delaware	3089	52-0892112
Providencia USA, Inc.	North Carolina	3089	26-3133752
Rollpak Corporation	Delaware	3089	35-1582626
RPC Bramlage, Inc.	Pennsylvania	3089	23-2879309
RPC Leopard Holdings, Inc.	Delaware	3089	35-2646493

Exact name of registrant as specified in its charter	State or other jurisdiction of formation	Primary Standard Industrial Classification Code No.	I.R.S. Employer Identification No.
RPC Packaging Holdings (US), Inc.	Delaware	3089	51-0408655
RPC Superfos US, Inc.	Delaware	3089	45-4818978
RPC Zeller Plastik Libertyville, Inc.	Delaware	3089	20-3452025
Saffron Acquisition, LLC	Delaware	3089	94-3293114
Setco, LLC	Delaware	3089	56-2374074
Sugden, LLC	Delaware	3081	26-2577829
Sun Coast Industries, LLC	Delaware	3089	59-1952968
Treasure Holdco, Inc.	Delaware	2621	99-0807091
Uniplast Holdings, LLC	Delaware	2673	13-3999589
Uniplast U.S., Inc.	Delaware	2673	04-3199066
Venture Packaging Midwest, Inc.	Delaware	3089	34-1809003
Venture Packaging, Inc.	Delaware	3089	51-0368479

All additional registrants have the following principal executive office:

c/o Berry Global Group, Inc.
101 Oakley Street,
Evansville, Indiana 47710

FORM T-1

Item 1. **GENERAL INFORMATION.** Furnish the following information as to the Trustee.

a) *Name and address of each examining or supervising authority to which it is subject.*
Comptroller of the Currency
Washington, D.C.

b) *Whether it is authorized to exercise corporate trust powers.*
Yes

Item 2. **AFFILIATIONS WITH THE OBLIGOR.** *If the obligor is an affiliate of the Trustee, describe each such affiliation.*

None

Items 3-15 *Items 3-15 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.*

Item 16. **LIST OF EXHIBITS:** *List below all exhibits filed as a part of this statement of eligibility and qualification.*

1. A copy of the Articles of Association of the Trustee, attached as Exhibit 1.
2. A copy of the certificate of authority of the Trustee to commence business, attached as Exhibit 2.
3. A copy of the authorization of the Trustee to exercise corporate trust powers, included as Exhibit 2.
4. A copy of the existing bylaws of the Trustee, attached as Exhibit 4.
5. A copy of each Indenture referred to in Item 4. Not applicable.
6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached as Exhibit 6.
7. Report of Condition of the Trustee as of June 30, 2024, published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York, State of New York on the 13th of September, 2024.

By: /s/ James W. Hall
James W. Hall
Vice President

Exhibit 1

ARTICLES OF ASSOCIATION
OF
U. S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

For the purpose of organizing an association (the "Association") to perform any lawful activities of national banks, the undersigned enter into the following Articles of Association:

FIRST. The title of this Association shall be U. S. Bank Trust Company, National Association.

SECOND. The main office of the Association shall be in the city of Portland, county of Multnomah, state of Oregon. The business of the Association will be limited to fiduciary powers and the support of activities incidental to the exercise of those powers. The Association may not expand or alter its business beyond that stated in this article without the prior approval of the Comptroller of the Currency.

THIRD. The board of directors of the Association shall consist of not less than five nor more than twenty-five persons, the exact number to be fixed and determined from time to time by resolution of a majority of the full board of directors or by resolution of a majority of the shareholders at any annual or special meeting thereof. Each director shall own common or preferred stock of the Association or of a holding company owning the Association, with an aggregate par, fair market, or equity value of not less than $1,000, as of either (i) the date of purchase, (ii) the date the person became a director, or (iii) the date of that person's most recent election to the board of directors, whichever is more recent. Any combination of common or preferred stock of the Association or holding company may be used.

Any vacancy in the board of directors may be filled by action of a majority of the remaining directors between meetings of shareholders. The board of directors may increase the number of directors up to the maximum permitted by law. Terms of directors, including directors selected to fill vacancies, shall expire at the next regular meeting of shareholders at which directors are elected, unless the directors resign or are removed from office. Despite the expiration of a director's term, the director shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of directors and his or her position is eliminated.

Honorary or advisory members of the board of directors, without voting power or power of final decision in matters concerning the business of the Association, may be appointed by resolution of a majority of the full board of directors, or by resolution of shareholders at any annual or special meeting. Honorary or advisory directors shall not be counted to determined the number of directors of the Association or the presence of a quorum in connection with any board action, and shall not be required to own qualifying shares.

FOURTH. There shall be an annual meeting of the shareholders to elect directors and transact whatever other business may be brought before the meeting. It shall be held at the main office or any other convenient place the board of directors may designate, on the day of each year specified therefor in the Bylaws, or if that day falls on a legal holiday in the state in which the

Association is located, on the next following banking day. If no election is held on the day fixed or in the event of a legal holiday on the following banking day, an election may be held on any subsequent day within 60 days of the day fixed, to be designated by the board of directors, or, if the directors fail to fix the day, by shareholders representing two-thirds of the shares issued and outstanding. In all cases, at least 10 days' advance notice of the meeting shall be given to the shareholders by first-class mail.

In all elections of directors, the number of votes each common shareholder may cast will be determined by multiplying the number of shares he or she owns by the number of directors to be elected. Those votes may be cumulated and cast for a single candidate or may be distributed among two or more candidates in the manner selected by the shareholder. On all other questions, each common shareholder shall be entitled to one vote for each share of stock held by him or her.

A director may resign at any time by delivering written notice to the board of directors, its chairperson, or to the Association, which resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

A director may be removed by the shareholders at a meeting called to remove him or her, when notice of the meeting stating that the purpose or one of the purposes is to remove him or her is provided, if there is a failure to fulfill one of the affirmative requirements for qualification, or for cause; provided, however, that a director may not be removed if the number of votes sufficient to elect him or her under cumulative voting is voted against his or her removal.

FIFTH. The authorized amount of capital stock of the Association shall be 1,000,000 shares of common stock of the par value of ten dollars ($10) each; but said capital stock may be increased or decreased from time to time, according to the provisions of the laws of the United States. The Association shall have only one class of capital stock.

No holder of shares of the capital stock of any class of the Association shall have any preemptive or preferential right of subscription to any shares of any class of stock of the Association, whether now or hereafter authorized, or to any obligations convertible into stock of the Association, issued, or sold, nor any right of subscription to any thereof other than such, if any, as the board of directors, in its discretion, may from time to time determine and at such price as the board of directors may from time to time fix.

Transfers of the Association's stock are subject to the prior written approval of a federal depository institution regulatory agency. If no other agency approval is required, the approval of the Comptroller of the Currency must be obtained prior to any such transfers.

Unless otherwise specified in the Articles of Association or required by law, (1) all matters requiring shareholder action, including amendments to the Articles of Association must be approved by shareholders owning a majority voting interest in the outstanding voting stock, and (2) each shareholder shall be entitled to one vote per share.

Unless otherwise specified in the Articles of Association or required by law, all shares of voting stock shall be voted together as a class, on any matters requiring shareholder approval.

Unless otherwise provided in the Bylaws, the record date for determining shareholders entitled to notice of and to vote at any meeting is the close of business on the day before the first notice is mailed or otherwise sent to the shareholders, provided that in no event may a record date be more than 70 days before the meeting.

The Association, at any time and from time to time, may authorize and issue debt obligations, whether subordinated, without the approval of the shareholders. Obligations classified as debt, whether subordinated, which may be issued by the Association without the approval of shareholders, do not carry voting rights on any issue, including an increase or decrease in the aggregate number of the securities, or the exchange or reclassification of all or part of securities into securities of another class or series.

SIXTH. The board of directors shall appoint one of its members president of this Association and one of its members chairperson of the board and shall have the power to appoint one or more vice presidents, a secretary who shall keep minutes of the directors' and shareholders' meetings and be responsible for authenticating the records of the Association, and such other officers and employees as may be required to transact the business of this Association. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the board of directors in accordance with the Bylaws.

The board of directors shall have the power to:

(1) Define the duties of the officers, employees, and agents of the Association.

(2) Delegate the performance of its duties, but not the responsibility for its duties, to the officers, employees, and agents of the Association.

(3) Fix the compensation and enter employment contracts with its officers and employees upon reasonable terms and conditions consistent with applicable law.

(4) Dismiss officers and employees.

(5) Require bonds from officers and employees and to fix the penalty thereof.

(6) Ratify written policies authorized by the Association's management or committees of the board.

(7) Regulate the manner any increase or decrease of the capital of the Association shall be made; provided that nothing herein shall restrict the power of shareholders to increase or decrease the capital of the Association in accordance with law, and nothing shall raise or lower from two-thirds the percentage required for shareholder approval to increase or reduce the capital.

(8) Manage and administer the business and affairs of the Association.

(9) Adopt initial Bylaws, not inconsistent with law or the Articles of Association, for managing the business and regulating the affairs of the Association.

(10) Amend or repeal Bylaws, except to the extent that the Articles of Association reserve this power in whole or in part to the shareholders.

(11) Make contracts.

(12) Generally perform all acts that are legal for a board of directors to perform.

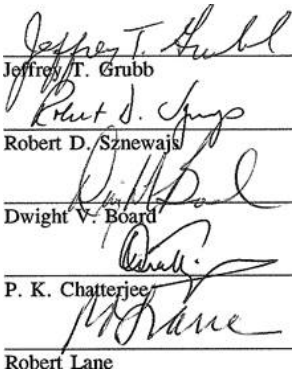
SEVENTH. The board of directors shall have the power to change the location of the main office to any authorized branch within the limits of the city of Portland, Oregon, without the approval of the shareholders, or with a vote of shareholders owning two-thirds of the stock of the Association for a location outside such limits and upon receipt of a certificate of approval from the Comptroller of the Currency, to any other location within or outside the limits of the city of Portland, Oregon, but not more than thirty miles beyond such limits. The board of directors shall have the power to establish or change the location of any office or offices of the Association to any other location permitted under applicable law, without approval of shareholders, subject to approval by the Comptroller of the Currency.

EIGHTH. The corporate existence of this Association shall continue until termination according to the laws of the United States.

NINTH. The board of directors of the Association, or any shareholder owning, in the aggregate, not less than 25 percent of the stock of the Association, may call a special meeting of shareholders at any time. Unless otherwise provided by the Bylaws or the laws of the United States, or waived by shareholders, a notice of the time, place, and purpose of every annual and special meeting of the shareholders shall be given by first-class mail, postage prepaid, mailed at least 10, and no more than 60, days prior to the date of the meeting to each shareholder of record at his/her address as shown upon the books of the Association. Unless otherwise provided by the Bylaws, any action requiring approval of shareholders must be effected at a duly called annual or special meeting.

TENTH. These Articles of Association may be amended at any regular or special meeting of the shareholders by the affirmative vote of the holders of a majority of the stock of the Association, unless the vote of the holders of a greater amount of stock is required by law, and in that case by the vote of the holders of such greater amount; provided, that the scope of the Association's activities and services may not be expanded without the prior written approval of the Comptroller of the Currency. The Association's board of directors may propose one or more amendments to the Articles of Association for submission to the shareholders.

In witness whereof, we have hereunto set our hands this 11th of June, 1997.



Jeffrey T. Grubb

Robert D. Sznewajs

Dwight V. Board

P. K. Chatterjee

Robert Lane

Exhibit 2

Office of the Comptroller of the Currency

Washington, DC 20219

CERTIFICATE OF CORPORATE EXISTENCE AND FIDUCIARY POWERS

I, Michael J. Hsu, Acting Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "U.S. Bank Trust National Association," Wilmington, Delaware (Charter No. 24090), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking and exercise fiduciary powers on the date of this certificate.

IN TESTIMONY WHEREOF, today, February 20, 2024, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.

Acting Comptroller of the Currency

CURRENCY BUREAU SEAL OF THE Comptroller OF THE CURRENCY TREASURY DEPARTMENT

2024-00560-C

Exhibit 4

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

AMENDED AND RESTATED BYLAWS

ARTICLE I
Meetings of Shareholders

Section 1.1. Annual Meeting. The annual meeting of the shareholders, for the election of directors and the transaction of any other proper business, shall be held at a time and place as the Chairman or President may designate. Notice of such meeting shall be given not less than ten (10) days or more than sixty (60) days prior to the date thereof, to each shareholder of the Association, unless the Office of the Comptroller of the Currency (the "OCC") determines that an emergency circumstance exists. In accordance with applicable law, the sole shareholder of the Association is permitted to waive notice of the meeting. If, for any reason, an election of directors is not made on the designated day, the election shall be held on some subsequent day, as soon thereafter as practicable, with prior notice thereof. Failure to hold an annual meeting as required by these Bylaws shall not affect the validity of any corporate action or work a forfeiture or dissolution of the Association.

Section 1.2. Special Meetings. Except as otherwise specially provided by law, special meetings of the shareholders may be called for any purpose, at any time by a majority of the board of directors (the "Board"), or by any shareholder or group of shareholders owning at least ten percent of the outstanding stock.

Every such special meeting, unless otherwise provided by law, shall be called upon not less than ten (10) days nor more than sixty (60) days prior notice stating the purpose of the meeting.

Section 1.3. Nominations for Directors. Nominations for election to the Board may be made by the Board or by any shareholder.

Section 1.4. Proxies. Shareholders may vote at any meeting of the shareholders by proxies duly authorized in writing. Proxies shall be valid only for one meeting and any adjournments of such meeting and shall be filed with the records of the meeting.

Section 1.5. Record Date. The record date for determining shareholders entitled to notice and to vote at any meeting will be thirty days before the date of such meeting, unless otherwise determined by the Board.

Section 1.6. Quorum and Voting. A majority of the outstanding capital stock, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders, unless otherwise provided by law, but less than a quorum may adjourn any meeting, from time to time, and the meeting may be held as adjourned without further notice. A majority of the votes cast shall decide every question or matter submitted to the shareholders at any meeting, unless otherwise provided by law or by the Articles of Association.

Section 1.7. Inspectors. The Board may, and in the event of its failure so to do, the Chairman of the Board may appoint Inspectors of Election who shall determine the presence of quorum, the validity of proxies, and the results of all elections and all other matters voted upon by shareholders at all annual and special meetings of shareholders.

Section 1.8. Waiver and Consent. The shareholders may act without notice or a meeting by a unanimous written consent by all shareholders.

Section 1.9. Remote Meetings. The Board shall have the right to determine that a shareholder meeting not be held at a place, but instead be held solely by means of remote communication in the manner and to the extent permitted by the General Corporation Law of the State of Delaware.

ARTICLE II
Directors

Section 2.1. Board of Directors. The Board shall have the power to manage and administer the business and affairs of the Association. Except as expressly limited by law, all corporate powers of the Association shall be vested in and may be exercised by the Board.

Section 2.2. Term of Office. The directors of this Association shall hold office for one year and until their successors are duly elected and qualified, or until their earlier resignation or removal.

Section 2.3. Powers. In addition to the foregoing, the Board shall have and may exercise all of the powers granted to or conferred upon it by the Articles of Association, the Bylaws and by law.

Section 2.4. Number. As provided in the Articles of Association, the Board of this Association shall consist of no less than five nor more than twenty-five members, unless the OCC has exempted the Association from the twenty-five- member limit. The Board shall consist of a number of members to be fixed and determined from time to time by resolution of the Board or the shareholders at any meeting thereof, in accordance with the Articles of Association. Between meetings of the shareholders held for the purpose of electing directors, the Board by a majority vote of the full Board may increase the size of the Board but not to more than a total of twenty-five directors, and fill any vacancy so created in the Board; provided that the Board may increase the number of directors only by up to two directors, when the number of directors last elected by shareholders was fifteen or fewer, and by up to four directors, when the number of directors last elected by shareholders was sixteen or more. Each director shall own a qualifying equity interest in the Association or a company that has control of the Association in each case as required by applicable law. Each director shall own such qualifying equity interest in his or her own right and meet any minimum threshold ownership required by applicable law.

Section 2.5. Organization Meeting. The newly elected Board shall meet for the purpose of organizing the new Board and electing and appointing such officers of the Association as may be appropriate. Such meeting shall be held on the day of the election or as soon thereafter as practicable, and, in any event, within thirty days thereafter, at such time and place as the Chairman or President may designate. If, at the time fixed for such meeting, there shall not be a quorum present, the directors present may adjourn the meeting until a quorum is obtained.

Section 2.6. Regular Meetings. The regular meetings of the Board shall be held, without notice, as the Chairman or President may designate and deem suitable.

Section 2.7. Special Meetings. Special meetings of the Board may be called at any time, at any place and for any purpose by the Chairman of the Board or the President of the Association, or upon the request of a majority of the entire Board. Notice of every special meeting of the Board shall be given to the directors at their usual places of business, or at such other addresses as shall have been furnished by them for the purpose. Such notice shall be given at least twelve hours (three hours if meeting is to be conducted by conference telephone) before the meeting by telephone or by being personally delivered, mailed, or electronically delivered. Such notice need not include a statement of the business to be transacted at, or the purpose of, any such meeting.

Section 2.8. Quorum and Necessary Vote. A majority of the directors shall constitute a quorum at any meeting of the Board, except when otherwise provided by law; but less than a quorum may adjourn any meeting, from time to time, and the meeting may be held as adjourned without further notice. Unless otherwise provided by law or the Articles or Bylaws of this Association, once a quorum is established, any act by a majority of those directors present and voting shall be the act of the Board.

Section 2.9. Written Consent. Except as otherwise required by applicable laws and regulations, the Board may act without a meeting by a unanimous written consent by all directors, to be filed with the Secretary of the Association as part of the corporate records.

Section 2.10. Remote Meetings. Members of the Board, or of any committee thereof, may participate in a meeting of such Board or committee by means of conference telephone, video or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting.

Section 2.11. Vacancies. When any vacancy occurs among the directors, the remaining members of the Board may appoint a director to fill such vacancy at any regular meeting of the Board, or at a special meeting called for that purpose.

ARTICLE III
Committees

Section 3.1. Advisory Board of Directors. The Board may appoint persons, who need not be directors, to serve as advisory directors on an advisory board of directors established with respect to the business affairs of either this Association alone or the business affairs of a group of affiliated organizations of which this Association is one. Advisory directors shall have such powers and duties as may be determined by the Board, provided, that the Board's responsibility for the business and affairs of this Association shall in no respect be delegated or diminished.

Section 3.2. Trust Audit Committee. At least once during each calendar year, the Association shall arrange for a suitable audit (by internal or external auditors) of all significant fiduciary activities under the direction of its trust audit committee, a function that will be fulfilled by the Audit Committee of the financial holding company that is the ultimate parent of this Association. The Association shall note the results of the audit (including significant actions taken as a result of the audit) in the minutes of the Board. In lieu of annual audits, the Association may adopt a continuous audit system in accordance with 12 C.F.R. § 9.9(b).

The Audit Committee of the financial holding company that is the ultimate parent of this Association, fulfilling the function of the trust audit committee:

(1) Must not include any officers of the Association or an affiliate who participate significantly in the administration of the Association's fiduciary activities; and

(2) Must consist of a majority of members who are not also members of any committee to which the Board has delegated power to manage and control the fiduciary activities of the Association.

Section 3.3. Executive Committee. The Board may appoint an Executive Committee which shall consist of at least three directors and which shall have, and may exercise, to the extent permitted by applicable law, all the powers of the Board between meetings of the Board or otherwise when the Board is not meeting.

Section 3.4. Trust Management Committee. The Board of this Association shall appoint a Trust Management Committee to provide oversight of the fiduciary activities of the Association. The Trust Management Committee shall determine policies governing fiduciary activities. The Trust Management Committee or such sub-committees, officers or others as may be duly designated by the Trust Management Committee shall oversee the processes related to fiduciary activities to assure conformity with fiduciary policies it establishes, including ratifying the acceptance and the closing out or relinquishment of all trusts. The Trust Management Committee will provide regular reports of its activities to the Board.

Section 3.5. Other Committees. The Board may appoint, from time to time, committees of one or more persons who need not be directors, for such purposes and with such powers as the Board may determine; however, the Board will not delegate to any committee any powers or responsibilities that it is prohibited from delegating under any law or regulation. In addition, either the Chairman or the President may appoint, from time to time, committees of one or more officers, employees, agents or other persons, for such purposes and with such powers as either the Chairman or the President deems appropriate and proper. Whether appointed by the Board, the Chairman, or the President, any such committee shall at all times be subject to the direction and control of the Board.

Section 3.6. Meetings, Minutes and Rules. An advisory board of directors and/or committee shall meet as necessary in consideration of the purpose of the advisory board of directors or committee, and shall maintain minutes in sufficient detail to indicate actions taken or recommendations made; unless required by the members, discussions, votes or other specific details need not be reported. An advisory board of directors or a committee may, in consideration of its purpose, adopt its own rules for the exercise of any of its functions or authority.

ARTICLE IV
Officers

Section 4.1. Chairman of the Board. The Board may appoint one of its members to be Chairman of the Board to serve at the pleasure of the Board. The Chairman shall supervise the carrying out of the policies adopted or approved by the Board; shall have general executive powers, as well as the specific powers conferred by these Bylaws; and shall also have and may exercise such powers and duties as from time to time may be conferred upon or assigned by the Board.

Section 4.2. President. The Board may appoint one of its members to be President of the Association. In the absence of the Chairman, the President shall preside at any meeting of the Board. The President shall have general executive powers, and shall have and may exercise any and all other powers and duties pertaining by law, regulation or practice, to the office of President, or imposed by these Bylaws. The President shall also have and may exercise such powers and duties as from time to time may be conferred or assigned by the Board.

Section 4.3. Vice President. The Board may appoint one or more Vice Presidents who shall have such powers and duties as may be assigned by the Board and to perform the duties of the President on those occasions when the President is absent, including presiding at any meeting of the Board in the absence of both the Chairman and President.

Section 4.4. Secretary. The Board shall appoint a Secretary, or other designated officer who shall be Secretary of the Board and of the Association, and shall keep accurate minutes of all meetings. The Secretary shall attend to the giving of all notices required by these Bylaws to be given; shall be custodian of the corporate seal, records, documents and papers of the Association; shall provide for the keeping of proper records of all transactions of the Association; shall, upon request, authenticate any records of the Association; shall have and may exercise any and all other powers and duties pertaining by law, regulation or practice, to the Secretary, or imposed by these Bylaws; and shall also perform such other duties as may be assigned from time to time by the Board. The Board may appoint one or more Assistant Secretaries with such powers and duties as the Board, the President or the Secretary shall from time to time determine.

Section 4.5. Other Officers. The Board may appoint, and may authorize the Chairman, the President or any other officer to appoint, any officer as from time to time may appear to the Board, the Chairman, the President or such other officer to be required or desirable to transact the business of the Association. Such officers shall exercise such powers and perform such duties as pertain to their several offices, or as may be conferred upon or assigned to them by these Bylaws, the Board, the Chairman, the President or such other authorized officer. Any person may hold two offices.

Section 4.6. Tenure of Office. The Chairman or the President and all other officers shall hold office until their respective successors are elected and qualified or until their earlier death, resignation, retirement, disqualification or removal from office, subject to the right of the Board or authorized officer to discharge any officer at any time.

ARTICLE V
Stock

Section 5.1. The Board may authorize the issuance of stock either in certificated or in uncertificated form. Certificates for shares of stock shall be in such form as the Board may from time to time prescribe. If the Board issues certificated stock, the certificate shall be signed by the President, Secretary or any other such officer as the Board so determines. Shares of stock shall be transferable on the books of the Association, and a transfer book shall be kept in which all transfers of stock shall be recorded. Every person becoming a shareholder by such transfer shall, in proportion to such person's shares, succeed to all rights of the prior holder of such shares. Each certificate of stock shall recite on its face that the stock represented thereby is transferable only upon the books of the Association properly endorsed. The Board may impose conditions upon the transfer of the stock reasonably calculated to simplify the work of the Association for stock transfers, voting at shareholder meetings, and related matters, and to protect it against fraudulent transfers.

ARTICLE VI
Corporate Seal

Section 6.1. The Association shall have no corporate seal; provided, however, that if the use of a seal is required by, or is otherwise convenient or advisable pursuant to, the laws or regulations of any jurisdiction, the following seal may be used, and the Chairman, the President, the Secretary and any Assistant Secretary shall have the authority to affix such seal:

ARTICLE VII
Miscellaneous Provisions

Section 7.1. Execution of Instruments. All agreements, checks, drafts, orders, indentures, notes, mortgages, deeds, conveyances, transfers, endorsements, assignments, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, guarantees, proxies and other instruments or documents may be signed, countersigned, executed, acknowledged, endorsed, verified, delivered or accepted on behalf of the Association, whether in a fiduciary capacity or otherwise, by any officer of the Association, or such employee or agent as may be designated from time to time by the Board by resolution, or by the Chairman or the President by written instrument, which resolution or instrument shall be certified as in effect by the Secretary or an Assistant Secretary of the Association. The provisions of this section are supplementary to any other provision of the Articles of Association or Bylaws.

Section 7.2. Records. The Articles of Association, the Bylaws as revised or amended from time to time and the proceedings of all meetings of the shareholders, the Board, and standing committees of the Board, shall be recorded in appropriate minute books provided for the purpose. The minutes of each meeting shall be signed by the Secretary, or other officer appointed to act as Secretary of the meeting.

Section 7.3. Trust Files. There shall be maintained in the Association files all fiduciary records necessary to assure that its fiduciary responsibilities have been properly undertaken and discharged.

Section 7.4. Trust Investments. Funds held in a fiduciary capacity shall be invested according to the instrument establishing the fiduciary relationship and according to law. Where such instrument does not specify the character and class of investments to be made and does not vest in the Association a discretion in the matter, funds held pursuant to such instrument shall be invested in investments in which corporate fiduciaries may invest under law.

Section 7.5. Notice. Whenever notice is required by the Articles of Association, the Bylaws or law, such notice shall be by mail, postage prepaid, e- mail, in person, or by any other means by which such notice can reasonably be expected to be received, using the address of the person to receive such notice, or such other personal data, as may appear on the records of the Association.

Except where specified otherwise in these Bylaws, prior notice shall be proper if given not more than 30 days nor less than 10 days prior to the event for which notice is given.

ARTICLE VIII
Indemnification

Section 8.1. The Association shall indemnify such persons for such liabilities in such manner under such circumstances and to such extent as permitted by Section 145 of the Delaware General Corporation Law, as now enacted or hereafter amended. The Board may authorize the purchase and maintenance of insurance and/or the execution of individual agreements for the purpose of such indemnification, and the Association shall advance all reasonable costs and expenses (including attorneys' fees) incurred in defending any action, suit or proceeding to all persons entitled to indemnification under this Section 8.1. Such insurance shall be consistent with the requirements of 12 C.F.R. § 7.2014 and shall exclude coverage of liability for a formal order assessing civil money penalties against an institution-affiliated party, as defined at 12 U.S.C. § 1813(u).

Section 8.2. Notwithstanding Section 8.1, however, (a) any indemnification payments to an institution-affiliated party, as defined at 12 U.S.C. § 1813(u), for an administrative proceeding or civil action initiated by a federal banking agency, shall be reasonable and consistent with the requirements of 12 U.S.C. § 1828(k) and the implementing regulations thereunder; and (b) any indemnification payments and advancement of costs and expenses to an institution-affiliated party, as defined at 12 U.S.C. § 1813(u), in cases involving an administrative proceeding or civil action not initiated by a federal banking agency, shall be in accordance with Delaware General Corporation Law and consistent with safe and sound banking practices.

ARTICLE IX
Bylaws: Interpretation and Amendment

Section 9.1. These Bylaws shall be interpreted in accordance with and subject to appropriate provisions of law, and may be added to, altered, amended, or repealed, at any regular or special meeting of the Board.

Section 9.2. A copy of the Bylaws and all amendments shall at all times be kept in a convenient place at the principal office of the Association, and shall be open for inspection to all shareholders during Association hours.

ARTICLE X
Miscellaneous Provisions

Section 10.1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January in each year and shall end on the thirty-first day of December following.

Section 10.2. Governing Law. This Association designates the Delaware General Corporation Law, as amended from time to time, as the governing law for its corporate governance procedures, to the extent not inconsistent with Federal banking statutes and regulations or bank safety and soundness.

***

(February 8, 2021)

Exhibit 6

CONSENT

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: September 13, 2024

By: /s/ James W. Hall
James W. Hall
Vice President

Exhibit 7

U.S. Bank Trust Company, National Association
Statement of Financial Condition
as of 6/30/2024

($000's)

		6/30/2024
Assets		
Cash and Balances Due From Depository Institutions	$	1,420,557
Securities		4,393
Federal Funds		0
Loans & Lease Financing Receivables		0
Fixed Assets		1,164
Intangible Assets		577,338
Other Assets		153,812
Total Assets	**$**	**2,157,264**
Liabilities		
Deposits	$	0
Fed Funds		0
Treasury Demand Notes		0
Trading Liabilities		0
Other Borrowed Money		0
Acceptances		0
Subordinated Notes and Debentures		0
Other Liabilities		215,138
Total Liabilities	**$**	**215,138**
Equity		
Common and Preferred Stock		200
Surplus		1,171,635
Undivided Profits		770,291
Minority Interest in Subsidiaries		0
Total Equity Capital	**$**	**1,942,126**
Total Liabilities and Equity Capital	**$**	**2,157,264**

Exhibit 99.1

Berry Global, Inc.,

a wholly owned subsidiary of Berry Global Group, Inc.

LETTER OF TRANSMITTAL

OFFER TO EXCHANGE ITS

5.650% First Priority Senior Secured Notes due 2034, and

5.800% First Priority Senior Secured Notes due 2031

That have been registered under the Securities Act of 1933, as amended (the "Securities Act"),

FOR AN EQUAL AMOUNT OF ITS OUTSTANDING

5.650% First Priority Senior Secured Notes due 2034, and

5.800% First Priority Senior Secured Notes due 2031

That were issued and sold in transactions exempt from registration under the Securities Act

Pursuant to the Prospectus dated , 2024

The Exchange Agent for the Exchange Offers is:

U.S. Bank Trust Company, National Association

By Mail, Hand or Courier:
Corporate Actions
111 Fillmore Ave E.
Mail Station EP-MN-WS2N
St. Paul, MN 55107-1402
Attention: Specialty Finance Group
Reference: Berry Global, Inc.

By Facsimile:
(651) 466-7367
Attention: Specialty Finance Group
Reference: Berry Global, Inc.

For Information or Confirmation by Telephone:
(800) 934-6802

The exchange offers will expire at 5:00 p.m., New York City time, on , 2024, unless we extend the offer. Tenders may be withdrawn at any time prior to the expiration of the exchange offers.

Delivery of this letter of transmittal to an address other than as set forth above, or transmission of instructions via facsimile to a number other than as listed above, will not constitute a valid delivery.

The instructions contained herein should be read carefully before this letter of transmittal is completed.

The undersigned acknowledges that he or she has received the prospectus dated , 2024, referred to as the prospectus, of Berry Global, Inc., a Delaware corporation, or Berry, and this letter of transmittal, which together constitute Berry's offers, referred to as the exchange offers, to exchange an aggregate principal amount of up to $800,000,000 of its new 5.650% First Priority Senior Secured Notes due 2034, and an aggregate principal amount of up to $800,000,000 of its new 5.800% First Priority Senior Secured Notes due 2031, which have been registered under the Securities Act of 1933, as amended, collectively referred to as the Exchange Notes, for a like principal amount of its outstanding unregistered 5.650% First Priority Senior Secured Notes due 2034, and unregistered 5.800% First Priority Senior Secured Notes due 2031, collectively referred to as the Outstanding Notes. Capitalized terms used but not defined herein shall have the same meaning given to them in the prospectus, as it may be amended or supplemented.

This letter of transmittal is to be completed by a holder of Exchange Notes either if (a) certificates for such Exchange Notes are to be forwarded herewith or (b) a tender of Exchange Notes is to be made by book-entry transfer to the account of U.S. Bank Trust Company, National Association, the exchange agent for the exchange offers, at The Depository Trust Company, or DTC, pursuant to the procedures for tender by book-entry transfer set forth under "The Exchange Offers—Procedures for Tendering Outstanding Notes" in the prospectus. Certificates or book-entry confirmation of the transfer of Exchange Notes into the exchange agent's account at DTC, as well as this letter of transmittal or a facsimile hereof, properly completed and duly executed, with any required signature guarantees, and any other documents required by this letter of transmittal, must be received by the exchange agent at its address set forth herein on or prior to the expiration date. Tenders by book-entry transfer may also be made by delivering an agent's message in lieu of this letter of transmittal. The term "book-entry confirmation" means a confirmation of a book-entry transfer of Exchange Notes into the exchange agent's account at DTC. The term "agent's message" means a message transmitted by DTC and received by the exchange agent, stating that DTC has received an express acknowledgment that the tendering holder agrees to be bound by the letter of transmittal and that Berry may enforce the letter of transmittal against such holder. The agent's message forms a part of a book-entry confirmation.

If Exchange Notes are tendered pursuant to book-entry procedures, the exchange agent must receive, no later than 5:00 p.m., New York City time, on the expiration date, book-entry confirmation of the tender of the Exchange Notes into the exchange agent's account at DTC, along with a completed letter of transmittal or an agent's message.

By crediting the Exchange Notes to the exchange agent's account at DTC and by complying with the applicable procedures of DTC's Automated Tender Offer Program, or ATOP, with respect to the tender of the Exchange Notes, including by the transmission of an agent's message, the holder of Exchange Notes acknowledges and agrees to be bound by the terms of this letter of transmittal, and the participant in DTC confirms on behalf of itself and the beneficial owners of such Exchange Notes all provisions of this letter of transmittal as being applicable to it and such beneficial owners as fully as if such participant and each such beneficial owner had provided the information required herein and executed and transmitted this letter of transmittal to the exchange agent.

Holders of Outstanding Notes whose certificates for such Outstanding Notes are not immediately available or who cannot deliver their certificates and all other required documents to the exchange agent on or prior to the expiration date or who cannot complete the procedures for book-entry transfer on a timely basis must tender their Outstanding Notes according to the guaranteed delivery procedures set forth in "The Exchange Offers—Guaranteed Delivery Procedures" in the prospectus.

Delivery of documents to DTC does not constitute delivery to the exchange agent.

The undersigned has completed the appropriate boxes below and signed this letter of transmittal to indicate the action the undersigned desires to take with respect to the exchange offers.

List below the Exchange Notes to which this letter of transmittal relates. If the space provided below is inadequate, the certificate numbers and principal amount of Exchange Notes should be listed on a separate, signed schedule affixed hereto.

DESCRIPTION OF OUTSTANDING NOTES TENDERED HEREWITH			
Name(s) and Address(es) of Record Holder(s) or Name of DTC Participant and Participant's DTC Account Number in which Notes are Held (Please fill in, if blank)	**Certificate Number(s)***	**Aggregate Principal Amount Represented**	**Principal Amount Tendered****
	Total Principal Amount:		

* Need not be completed if Outstanding Notes are being tendered by book-entry transfer.

** Unless otherwise indicated in this column, a holder will be deemed to have tendered the full aggregate principal amount of the Outstanding Notes represented by the Outstanding Notes indicated in the second column. See Instruction 4. Outstanding Notes tendered hereby must be in denominations of $2,000 and any integral multiple of $1,000 in excess thereof.

☐ **CHECK HERE IF CERTIFICATES REPRESENTING TENDERED OUTSTANDING NOTES ARE ENCLOSED HEREWITH.**

☐ **CHECK HERE IF TENDERED OUTSTANDING NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE DEPOSITARY WITH DTC AND COMPLETE THE FOLLOWING:**

Name of Tendering Institution _____

DTC Account Number _____

Transaction Code Number _____

Date Tendered _____

☐ **CHECK HERE AND ENCLOSE A PHOTOCOPY OF THE NOTICE OF GUARANTEED DELIVERY IF TENDERED OUTSTANDING NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE EXCHANGE AGENT AND COMPLETE THE FOLLOWING (SEE INSTRUCTION 1):**

Name(s) of Registered Holder(s) _____

Window Ticket Number (if any) _____

Date of Execution of Notice of Guaranteed Delivery _____

Name of Eligible Institution which Guaranteed Delivery _____

If Guaranteed Delivery is to be Made by Book-Entry Transfer:

Name of Tendering Institution _____

DTC Account Number _____

Transaction Code Number _____

☐ **CHECK HERE IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.***

Name _____

Address _____

_____

* You are entitled to as many copies as you reasonably believe necessary. If you require more than 10 copies, please indicate the total number required in the following space: _____.

Ladies and Gentlemen:

The undersigned hereby tenders to Berry the principal amounts of Outstanding Notes indicated above, upon the terms and subject to the conditions of the exchange offers. Subject to and effective upon the acceptance for exchange of all or any portion of the Outstanding Notes tendered herewith in accordance with the terms and conditions of the exchange offers, including, if the exchange offers are extended or amended, the terms and conditions of any such extension or amendment, the undersigned hereby irrevocably sells, assigns and transfers to or upon the order of Berry all right, title and interest in and to such Outstanding Notes.

The undersigned hereby irrevocably constitutes and appoints the exchange agent as its agent and attorney-in-fact, with full knowledge that the exchange agent is also acting as agent of Berry in connection with the exchange offers and as trustee under the indenture governing the Outstanding Notes and the Exchange Notes, with respect to the tendered Outstanding Notes, with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) subject only to the right of withdrawal described in the prospectus, to (1) deliver certificates representing such Outstanding Notes, together with all accompanying evidences of transfer and authenticity, to or upon the order of Berry upon receipt by the exchange agent, as the undersigned's agent, of the Exchange Notes to be issued in exchange for such Outstanding Notes, (2) present certificates for such Outstanding Notes for transfer and to transfer the Outstanding Notes on the books of Berry and (3) receive for the account of Berry all benefits and otherwise exercise all rights of beneficial ownership of such Outstanding Notes, all in accordance with the terms and conditions of the exchange offers.

The undersigned hereby represents and warrants that (1) the undersigned has full power and authority to tender, exchange, sell, assign and transfer the Outstanding Notes tendered hereby, (2) Berry will acquire good, marketable and unencumbered title to the tendered Outstanding Notes, free and clear of all liens, restrictions, charges and other encumbrances and (3) the Outstanding Notes tendered hereby are not subject to any adverse claims or proxies. The undersigned warrants and agrees that the undersigned will, upon request, execute and deliver any additional documents requested by Berry or the exchange agent to complete the exchange, sale, assignment and transfer of the Outstanding Notes tendered hereby. The undersigned has read and agrees to all of the terms and conditions of the exchange offers.

The name(s) and address(es) of the registered holder(s) of the Outstanding Notes tendered hereby should be printed above, if they are not already set forth above, as they appear on the certificates representing such Outstanding Notes. The certificate number(s) and the Outstanding Notes that the undersigned wishes to tender should be indicated in the appropriate boxes above.

If any tendered Outstanding Notes are not exchanged pursuant to the exchange offers for any reason, or if certificates are submitted for more Outstanding Notes than are tendered or accepted for exchange, certificates for such non-exchanged or non-tendered Outstanding Notes will be returned, or, in the case of Outstanding Notes tendered by book-entry transfer, such Outstanding Notes will be credited to an account maintained at DTC, without expense to the tendering holder, promptly following the expiration or termination of the exchange offer.

The undersigned understands that tenders of Outstanding Notes pursuant to any one of the procedures described in "The Exchange Offers—Procedures for Tendering Outstanding Notes" in the prospectus and in the instructions attached hereto will, upon Berry's acceptance for exchange of such tendered Outstanding Notes, constitute a binding agreement between the undersigned and Berry upon the terms and subject to the conditions of the exchange offers. The Exchange Notes will bear interest from the most recent date to which interest has been paid on the Outstanding Notes, or, if no interest has been paid, from the date of original issuance of the Outstanding Notes. If your Outstanding Notes are accepted for exchange, then you will receive interest on the Exchange Notes and not on the Outstanding Notes. The undersigned recognizes that, under certain circumstances set forth in the prospectus, Berry may not be required to accept for exchange any of the Outstanding Notes tendered hereby.

Unless otherwise indicated herein in the box entitled "Special Issuance Instructions" below, the undersigned hereby directs that the Exchange Notes be issued in the name(s) of the undersigned or, in the case of a book-entry transfer of Outstanding Notes, that such Exchange Notes be credited to the account indicated above maintained at DTC. If applicable, substitute certificates representing Outstanding Notes not exchanged or not accepted for exchange will be issued to the undersigned or, in the case of a book-entry transfer of Outstanding Notes, will be credited to the account indicated above maintained at DTC. Similarly, unless otherwise indicated under "Special Delivery Instructions" below, the undersigned hereby directs that the Exchange Notes be delivered to the undersigned at the address shown below the undersigned's signature. The undersigned recognizes that Berry has no obligation pursuant to "Special Delivery Instructions" to transfer any Outstanding Notes from a registered holder thereof if Berry does not accept for exchange any of the principal amount of such Outstanding Notes so tendered.

By tendering Outstanding Notes and executing this letter of transmittal, the undersigned hereby represents that: (1) the Exchange Notes acquired in the exchange offers are being obtained in the ordinary course of business of the person receiving the Exchange Notes, whether or not that person is the holder; (2) neither the holder nor any other person receiving the Exchange Notes is participating, intends to participate or has an arrangement or understanding with any person to participate in a "distribution" (within the meaning of the Securities Act) of the Exchange Notes; and (3) neither the holder nor any other person receiving the Exchange Notes is an "affiliate" (within the meaning of the Securities Act) of Berry.

The undersigned acknowledges that the exchange offers are being made in reliance on interpretations by the staff of the Securities and Exchange Commission, or the SEC, as set forth in no-action letters issued to third parties, which provide that the Exchange Notes issued pursuant to the exchange offer in exchange for the Outstanding Notes may be offered for resale, resold and otherwise transferred by holders thereof (other than any such holder that is an "affiliate" of Berry within the meaning of Rule 405 under the Securities Act) without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such Exchange Notes are acquired in the ordinary course of such holders' business and such holders have no arrangement with any person to participate in the distribution of such Exchange Notes.

However, the SEC has not considered the exchange offers in the context of a no-action letter, and there can be no assurance that the staff of the SEC would make a similar determination with respect to the exchange offers as in other circumstances. If any holder is an affiliate of Berry, is participating, intends to participate or has any arrangement or understanding to participate in a distribution of the Exchange Notes to be acquired pursuant to the exchange offer, such holder (i) could not rely on the applicable interpretation of the staff of the SEC and (ii) must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction.

If the undersigned is a broker-dealer that will receive Exchange Notes for its own account in exchange for Outstanding Notes, it hereby represents that the Outstanding Notes to be exchanged for the Exchange Notes were acquired by it as a result of market-making activities or other trading activities and acknowledges that it will deliver a prospectus meeting the requirements of the Securities Act and comply with any other applicable provisions of the Securities Act in connection with any offer to resell, resale or other retransfer of such Exchange Notes pursuant to the exchange offers. However, by so acknowledging and delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" (within the meaning of the Securities Act). Any such broker-dealer is referred to as a participating broker-dealer.

Berry has agreed that, to the extent that any participating broker-dealer participates in the exchange offers, Berry shall use all commercially reasonable efforts to maintain the effectiveness of the registration statement of which the prospectus forms a part, referred to as the exchange offer registration statement, for a period of 90 days following the consummation of the exchange offers as the same may be extended as provided in the registration rights agreement relating to the Outstanding Notes, which is referred to herein as the applicable period. Berry has also agreed that, subject to the provisions of the registration rights agreement, the prospectus, as amended or supplemented, will be made available to participating broker-dealers for use in connection with offers to resell, resales or retransfers of Exchange Notes received in exchange for Outstanding Notes pursuant to the exchange offer during the applicable period. Berry will advise each participating broker-dealer (i) when a prospectus supplement or post-effective amendment has been filed or has become effective, (ii) of the issuance by the SEC of any stop order suspending the effectiveness of the exchange offer registration statement or of any order preventing or suspending the use of any preliminary prospectus or the initiation of any proceedings for that purpose, (iii) if at any time when a prospectus is required by the Securities Act to be delivered in connection with resales of Exchange Notes by participating broker dealers, the representations and warranties of Berry contained in any underwriting agreement cease to be true and correct, (iv) of the receipt by Berry of any notification of the suspension of qualification or exemption from qualification of the exchange offer registration statement or the Exchange Notes to be sold by any participating broker-dealer for offer or sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose, (v) of the happening of any event, the existence of any condition or any information becoming known that makes any statement made in the exchange offer registration statement or the prospectus, or any document incorporated or deemed to be incorporated therein by reference, untrue in any material respect or that requires the making of any changes in or amendments or supplements to the exchange offer registration statement or the prospectus, or any such document, so that it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading or (vi) of Berry's determination that a post-effective amendment to the exchange offer registration statement would be appropriate.

Any participating broker-dealer, by tendering Outstanding Notes and executing this letter of transmittal or effecting delivery of an agent's message in lieu thereof, agrees that, upon receipt of notice from Berry of the existence of any fact of the kind described in (ii), (iv), (v) and (vi) above, such participating broker-dealer will discontinue disposition of the Exchange Notes pursuant to the exchange offer registration statement until receipt of the amended or supplemented prospectus or until Berry has given notice that the use of the prospectus may be resumed, as the case may be. If Berry gives such notice to suspend the sale of the Exchange Notes, it shall extend the 90-day period referred to above during which participating broker-dealers are entitled to use the prospectus in connection with the resale of Exchange Notes by the number of days during the period from and including the date of the giving of such notice to and including the date when participating broker-dealers shall have received copies of the supplemented or amended prospectus necessary to permit resales of the Exchange Notes or to and including the date on which Berry has given notice that the sale of Exchange Notes may be resumed, as the case may be.

As a result, a participating broker-dealer that intends to use the prospectus in connection with offers to resell, resales or retransfers of Exchange Notes received in exchange for Outstanding Notes pursuant to the exchange offers must notify Berry, or cause Berry to be notified, on or prior to the expiration date, that it is a participating broker-dealer. Such notice may be given in the space provided above or may be delivered to the exchange agent at the address set forth in the prospectus under "The Exchange Offers—The Exchange Agent."

The undersigned will, upon request, execute and deliver any additional documents deemed by Berry to be necessary or desirable to complete the sale, assignment and transfer of the Outstanding Notes tendered hereby.

All authority conferred or agreed to be conferred herein and every obligation of the undersigned under this letter of transmittal shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, personal representatives, trustees in bankruptcy, legal representatives, successors and assigns of the undersigned. Except as stated in the prospectus under "The Exchange Offers—Withdrawal Rights," this tender is irrevocable.

THE UNDERSIGNED, BY COMPLETING THE BOX ENTITLED "DESCRIPTION OF OUTSTANDING NOTES" ABOVE AND SIGNING THIS LETTER OF TRANSMITTAL, WILL BE DEEMED TO HAVE TENDERED THE OUTSTANDING NOTES AS SET FORTH IN SUCH BOX.

TO BE COMPLETED BY ALL TENDERING HOLDERS
(See Instructions 2 and 6)

PLEASE SIGN HERE

(Please Complete Substitute Form W-9 on Page 14 or a Form W-8; See Instruction 10)

Signature(s) of Holder(s)

_____

Date: _____

(Must be signed by the registered holder(s) exactly as name(s) appear(s) on certificate(s) for the Outstanding Notes tendered or on a security position listing or by person(s) authorized to become the registered holder(s) by certificates and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please provide the following information and see Instruction 6.)

Name(s): _____
(Please Print)

Capacity (full title): _____

Address: _____

Area Code and Telephone No.: _____

Taxpayer Identification Number: _____

GUARANTEE OF SIGNATURE(S)

(Only If Required - See Instruction 2)

Authorized Signature: _____

Name: _____
(Please Print)

Title: _____

Name of Firm: _____

Address: _____

Area Code and Telephone No.: _____

Date: _____

SPECIAL ISSUANCE INSTRUCTIONS

(Signature Guarantee Required—See Instructions 2, 7 and 14)

TO BE COMPLETED ONLY if Exchange Notes or Outstanding Notes not tendered or not accepted are to be issued in the name of someone other than the registered holder(s) of the Outstanding Notes whose signature(s) appear(s) above, or if Outstanding Notes delivered by book-entry transfer and not accepted for exchange are to be returned for credit to an account maintained at DTC other than the account indicated above.

Issue (check appropriate box(es))

☐ **Outstanding Notes to:**
☐ **Exchange Notes to:**

Name _____
(Please Print)

Address

_____

_____
(Zip Code)

Taxpayer Identification No. _____

SPECIAL DELIVERY INSTRUCTIONS

(Signature Guarantee Required—See Instructions 2, 7 and 14)

TO BE COMPLETED ONLY if Exchange Notes or Outstanding Notes not tendered or not accepted are to be sent to someone other than the registered holder(s) of the Outstanding Notes whose signature(s) appear(s) above, or to such registered holder at an address other than that shown above.

Deliver (check appropriate box(es))

☐ **Outstanding Notes to:**
☐ **Exchange Notes to:**

Name _____
(Please Print)

Address

_____
(Zip Code)

INSTRUCTIONS

Forming Part of the Terms and Conditions of the Exchange offer

1. Delivery of letter of transmittal and certificates; guaranteed delivery procedures. This letter of transmittal is to be completed by a holder of Outstanding Notes to tender such holder's Outstanding Notes either if (a) certificates are to be forwarded herewith or (b) tenders are to be made pursuant to the procedures for tender by book-entry transfer set forth in "The Exchange Offer—Procedures for Tendering Outstanding Notes" in the prospectus and an agent's message, as defined on page 2 hereof, is not delivered. Certificates or book-entry confirmation of transfer of Outstanding Notes into the exchange agent's account at DTC, as well as this letter of transmittal or a facsimile hereof, properly completed and duly executed, with any required signature guarantees, and any other documents required by this letter of transmittal, must be received by the exchange agent at its address set forth herein on or prior to the expiration date. If the tender of Outstanding Notes is effected in accordance with applicable ATOP procedures for book-entry transfer, an agent's message may be transmitted to the exchange agent in lieu of an executed letter of transmittal. Outstanding Notes may be tendered in whole or in part in denominations of $2,000 and any integral multiple of $1,000 in excess thereof.

For purposes of the exchange offer, the term "holder" includes any participant in DTC named in a securities position listing as a holder of Outstanding Notes. Only a holder of record may tender Outstanding Notes in the exchange offer. Any beneficial owner of outstanding notes who wishes to tender some or all of such Outstanding Notes should arrange with DTC, a DTC participant or the record owner of such Outstanding Notes to execute and deliver this letter of transmittal or to send an electronic instruction effecting a book-entry transfer on his or her behalf. See Instruction 6.

Holders who wish to tender their Outstanding Notes and (i) whose certificates for the Outstanding Notes are not immediately available or for whom all required documents are unlikely to reach the exchange agent on or prior to the expiration date or (ii) who cannot complete the procedures for delivery by book-entry transfer on a timely basis, may tender their Outstanding Notes by properly completing and duly executing a Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedures set forth in "The Exchange Offer—Guaranteed Delivery Procedures" in the prospectus. Pursuant to such procedures: (i) such tender must be made by or through an eligible guarantor institution; (ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form made available by Berry, or an agent's message with respect to guaranteed delivery that is accepted by Berry, must be received by the exchange agent on or prior to the expiration date; and (iii) the certificates for the Outstanding Notes, or a book-entry confirmation, together with a properly completed and duly executed letter of transmittal or a manually signed facsimile hereof, or an agent's message in lieu thereof, with any required signature guarantees and any other documents required by this letter of transmittal, must be received by the exchange agent within one (1) New York Stock Exchange trading day after the date of execution of such Notice of Guaranteed Delivery for all such tendered Outstanding Notes, all as provided in "The Exchange Offer—Guaranteed Delivery Procedures" in the prospectus.

The Notice of Guaranteed Delivery may be delivered by hand, facsimile, mail or overnight delivery to the exchange agent, and must include a guarantee by an eligible institution in the form set forth in such Notice of Guaranteed Delivery. For Outstanding Notes to be properly tendered pursuant to the guaranteed delivery procedure, the exchange agent must receive a Notice of Guaranteed Delivery on or prior to the expiration date. As used herein, "eligible institution" means a firm or other entity which is identified as an "Eligible Guarantor Institution" in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, including a bank; a broker, dealer, municipal securities broker or dealer or government securities broker or dealer; a credit union; a national securities exchange, registered securities association or clearing agency; or a savings association.

The method of delivery of certificates for the Outstanding Notes, this letter of transmittal and all other required documents is at the election and sole risk of the tendering holder. If delivery is by mail, registered mail with return receipt requested, properly insured, or overnight delivery service is recommended. In all cases, sufficient time should be allowed to ensure timely delivery. No letters of transmittal or Outstanding Notes should be sent to Berry . Delivery is complete when the exchange agent actually receives the items to be delivered. Delivery of documents to DTC in accordance with DTC's procedures does not constitute delivery to the exchange agent.

Berry will not accept any alternative, conditional or contingent tenders. Each tendering holder, by execution of a letter of transmittal or a facsimile hereof or by causing the transmission of an agent's message, waives any right to receive any notice of the acceptance of such tender.

2. Guarantee of Signatures. No signature guarantee on this letter of transmittal is required if:

a. this letter of transmittal is signed by the registered holder (which term, for purposes of this document, shall include any participant in DTC whose name appears on a security position listing as the owner of the Outstanding Notes) of Outstanding Notes tendered herewith, unless such holder has completed either the box entitled "Special Issuance Instructions" or the box entitled "Special Delivery Instructions" above; or

b. such Outstanding Notes are tendered for the account of a firm that is an eligible guarantor institution.

In all other cases, an eligible guarantor institution must guarantee the signature(s) on this letter of transmittal. See Instruction 6.

3. Inadequate Space. If the space provided in the box captioned "Description of Outstanding Notes" is inadequate, the certificate number(s) and/or the principal amount of Outstanding Notes and any other required information should be listed on a separate, signed schedule, which is attached to this letter of transmittal.

4. Partial Tenders (Not Applicable To Holders Who Tender By Book-Entry Transfer). If less than all the Outstanding Notes evidenced by any certificate submitted are to be tendered, fill in the principal amount of Outstanding Notes which are to be tendered in the "Principal Amount Tendered" column of the box entitled "Description of Outstanding Notes" on page 3 of this letter of transmittal. In such case, new certificate(s) for the remainder of the Outstanding Notes that were evidenced by your old certificate(s) will be sent only to the holder of the Outstanding Notes as promptly as practicable after the expiration date. All Outstanding Notes represented by certificates delivered to the exchange agent will be deemed to have been tendered unless otherwise indicated. Tender of Outstanding Notes will be accepted only in denominations of $2,000 and any integral multiple of $1,000 in excess thereof.

5. Withdrawal Rights. Except as otherwise provided herein, tenders of Outstanding Notes may be withdrawn at any time on or prior to the expiration date. In order for a withdrawal to be effective on or prior to that time, a written notice of withdrawal must be timely received by the exchange agent at its address set forth above and in the prospectus on or prior to the expiration date. Any such notice of withdrawal must specify the name of the person who tendered the Outstanding Notes to be withdrawn, identify the Outstanding Notes to be withdrawn, including the total principal amount of Outstanding Notes to be withdrawn, and where certificates for Outstanding Notes are transmitted, the name of the registered holder of the Outstanding Notes, if different from that of the person withdrawing such Outstanding Notes. If certificates for the Outstanding Notes have been delivered or otherwise identified to the exchange agent, then the tendering holder must submit the serial numbers of the Outstanding Notes to be withdrawn and the signature on the notice of withdrawal must be guaranteed by an eligible institution, except in the case of Outstanding Notes tendered for the account of an eligible institution. If Outstanding Notes have been tendered pursuant to the procedures for book-entry transfer set forth in the prospectus under "The Exchange Offer—Procedures for Tendering Outstanding Notes," the notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn Outstanding Notes and the notice of withdrawal must be delivered to the exchange agent. Withdrawals of tenders of Outstanding Notes may not be rescinded; however, Outstanding Notes properly withdrawn may again be tendered at any time on or prior to the expiration date by following any of the procedures described in the prospectus under "The Exchange Offer—Procedures for Tendering Outstanding Notes."

All questions regarding the form of withdrawal, validity, eligibility, including time of receipt, and acceptance of withdrawal notices will be determined by Berry, in its sole discretion, which determination of such questions and terms and conditions of the exchange offer will be final and binding on all parties. Neither Berry, any of its affiliates or assigns, the exchange agent nor any other person is under any obligation to give notice of any irregularities in any notice of withdrawal, nor will they be liable for failing to give any such notice.

Outstanding Notes tendered by book-entry transfer through DTC that are withdrawn or not exchanged for any reason will be credited to an account maintained with DTC. Withdrawn Outstanding Notes will be returned to the holder after withdrawal. The Outstanding Notes will be returned or credited to the account maintained at DTC as soon as practicable after withdrawal, rejection of tender or termination of the exchange offer. Any Outstanding Notes which have been tendered for exchange but which are withdrawn or not exchanged for any reason will be returned to the holder thereof without cost to such holder.

6. Signatures On Letter Of Transmittal, Assignments And Endorsements. If this letter of transmittal is signed by the registered holder(s) of the Outstanding Notes tendered hereby, the signature(s) must correspond exactly with the name(s) as written on the face of the certificate(s) without alteration, enlargement or any change whatsoever.

If any Outstanding Notes tendered hereby are owned of record by two or more joint owners, all such owners must sign this letter of transmittal.

If any tendered Outstanding Notes are registered in different name(s) on several certificates, it will be necessary to complete, sign and submit as many separate letters of transmittal or facsimiles hereof as there are different registrations of certificates.

If this letter of transmittal, any certificates or bond powers or any other document required by the letter of transmittal are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing and, unless waived by Berry, must submit proper evidence satisfactory to Berry, in its sole discretion, of each such person's authority so to act.

When this letter of transmittal is signed by the registered owner(s) of the Outstanding Notes listed and transmitted hereby, no endorsement(s) of certificate(s) or separate bond power(s) are required unless Exchange Notes are to be issued in the name of a person other than the registered holder(s).

Signature(s) on such certificate(s) or bond power(s) must be guaranteed by an eligible guarantor institution.

If this letter of transmittal is signed by a person other than the registered owner(s) of the Outstanding Notes listed, the certificates must be endorsed or accompanied by appropriate bond powers, signed exactly as the name or names of the registered owner(s) appear(s) on the certificates, and also must be accompanied by such opinions of counsel, certifications and other information as Berry or the trustee for the Outstanding Notes may require in accordance with the restrictions on transfer applicable to the Outstanding Notes. Signatures on such certificates or bond powers must be guaranteed by an eligible guarantor institution.

7. Special Issuance And Delivery Instructions. If Exchange Notes are to be issued in the name of a person other than the signer of this letter of transmittal, or if Exchange Notes are to be sent to someone other than the signer of this letter of transmittal or to an address other than that shown above, the appropriate boxes on this letter of transmittal should be completed. In the case of issuance in a different name, the U.S. taxpayer identification number of the person named must also be indicated. A holder of Outstanding Notes tendering Outstanding Notes by book-entry transfer may instruct that Outstanding Notes not exchanged be credited to such account maintained at DTC as such holder may designate. If no such instructions are given, certificates for outstanding notes not exchanged will be returned by mail to the address of the signer of this letter of transmittal or, if the Outstanding Notes not exchanged were tendered by book-entry transfer, such Outstanding Notes will be returned by crediting the account indicated on page 3 above maintained at DTC. See Instruction 6.

8. Irregularities. Berry will determine, in its sole discretion, all questions regarding the form of documents, validity, eligibility, including time of receipt, and acceptance for exchange of any tendered Outstanding Notes, which determination and interpretation of the terms and conditions of the exchange offer will be final and binding on all parties. Berry reserves the absolute right, in its sole and absolute discretion, to reject any tenders determined to be in improper form or the acceptance of which, or exchange for which, may, in the view of counsel to Berry, be unlawful. Berry also reserves the absolute right, subject to applicable law, to waive any of the conditions of the exchange offer set forth in the prospectus under "The Exchange Offer—Conditions to the Exchange offer" or any condition or irregularity in any tender of Outstanding Notes by any holder, whether or not we waived similar conditions or irregularities in the case of other holders. Berry's interpretation of the terms and conditions of the exchange offer, including this letter of transmittal and the instructions hereto, will be final and binding on all parties. A tender of Outstanding Notes is invalid until all defects and irregularities have been cured or waived. Neither Berry, any of its affiliates or assigns, the exchange agent nor any other person is under any obligation to give notice of any defects or irregularities in tenders nor will they be liable for failure to give any such notice.

9. Questions, Requests for Assistance and Additional Copies. Questions and requests for assistance may be directed to the exchange agent at its address and telephone number set forth on the front of this letter of transmittal. Additional copies of the prospectus, the letter of transmittal, the Notice of Guaranteed Delivery and Forms W-8 may be obtained from the exchange agent at the address and telephone/facsimile numbers indicated above, or from your broker, dealer, commercial bank, trust company or other nominee.

10. Backup Withholding; Substitute Form W-9; Form W-8. Under the United States federal income tax laws, interest paid to holders of Exchange Notes received pursuant to the exchange offer may be subject to backup withholding. Generally, such payments will be subject to backup withholding unless the holder (i) is exempt from backup withholding or (ii) furnishes the payer with its correct taxpayer identification number, or TIN, and provides certain certifications. If backup withholding applies, Berry may be required to withhold at the applicable rate on interest payments made to a holder of Exchange Notes. Backup withholding is not an additional tax. Rather, the amount of backup withholding is treated as an advance payment of a tax liability, and a holder's U.S. federal income tax liability will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained by the holder from the Internal Revenue Service, or the IRS.

To avoid backup withholding, a holder should notify the exchange agent of its correct TIN by completing the Substitute Form W-9 below and certifying on Substitute Form W-9 that the TIN provided is correct (or that the holder is awaiting a TIN). In addition, a holder is required to certify on Substitute Form W-9 that (i) the holder is exempt from backup withholding, or (ii) the holder has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends or (iii) the IRS has notified the holder that the holder is no longer subject to backup withholding. Consult the enclosed *Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9* for guidelines on completing the Substitute Form W-9. If the exchange agent is provided with an incorrect TIN or the holder makes false statements resulting in no backup withholding, the holder may be subject to penalties imposed by the IRS.

Certain holders (including, among others, corporations and certain foreign individuals) may be exempt from these backup withholding requirements. See the enclosed *Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9* for further information regarding exempt holders. Exempt holders should furnish their TIN, check the box in Part 4 of the Substitute Form W-9, and sign, date and return the Substitute Form W-9 to the exchange agent. If the holder is a nonresident alien or foreign entity not subject to backup withholding, such holder should submit an appropriate completed IRS Form W-8, signed under penalties of perjury, attesting to the holder's foreign status, instead of the Substitute Form W-9. The appropriate Form W-8 can be obtained from the exchange agent upon request.

11. Waiver of Conditions. Berry reserves the absolute right to waive satisfaction of any or all conditions, completely or partially, enumerated in the prospectus.

12. No Conditional Tenders. No alternative, conditional or contingent tenders will be accepted. All tendering holders of Outstanding Notes, by execution of this letter of transmittal, shall waive any right to receive notice of the acceptance of Outstanding Notes for exchange.

None of Berry, the exchange agent or any other person is obligated to give notice of any defect or irregularity with respect to any tender of Outstanding Notes nor shall any of them incur any liability for failure to give any such notice.

13. Mutilated, Lost, Destroyed Or Stolen Certificates. If any certificate(s) representing Outstanding Notes have been mutilated, lost, destroyed or stolen, the holder should promptly notify the exchange agent. The holder will then be instructed as to the steps that must be taken in order to replace the certificate(s). This letter of transmittal and related documents cannot be processed until the procedures for replacing lost, destroyed or stolen certificate(s) have been followed.

14. Security Transfer Taxes. Except as provided below, holders who tender their Outstanding Notes for exchange will not be obligated to pay any transfer taxes in connection therewith. If, however, (i) Exchange Notes are to be delivered to, or are to be issued in the name of, any person other than the registered holder of the Outstanding Notes tendered, (ii) tendered Outstanding Notes are registered in the name of any person other than the person signing this letter of transmittal, or (iii) a transfer tax is imposed for any reason other than the exchange of Outstanding Notes in connection with the exchange offer, then the amount of any such transfer tax (whether imposed on the registered holder or any other persons) will be payable by the tendering holder. The exchange agent must receive satisfactory evidence of the payment of such taxes or exemption there from or the amount of such transfer taxes will be billed directly to the tendering holder.

Except as provided in this Instruction 14, it is not necessary for transfer tax stamps to be affixed to the Outstanding Notes specified in this letter of transmittal.

15. Incorporation of Letter of Transmittal. This letter of transmittal shall be deemed to be incorporated in any tender of Outstanding Notes by any DTC participant effected through procedures established by DTC and, by virtue of such tender, such participant shall be deemed to have acknowledged and accepted this letter of transmittal on behalf of itself and the beneficial owners of any Outstanding Notes so tendered.

Substitute Form W-9 Payer's Request for Taxpayer Identification Number (TIN)

Part 1 — PLEASE PROVIDE YOUR TIN IN THE APPROPRIATE SPACE TO THE RIGHT AND CERTIFY BY SIGNING AND DATING BELOW

Payee's Name and Address: _____

_____

_____

Social security number or

__/ /__

Employer identification number

__–____

Part 2 — Certification — Under penalties of perjury, I certify that:

(1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and

(2) I am not subject to backup withholding because (i) I am exempt from backup withholding, (ii) I have not been notified by the Internal Revenue Service, or the IRS, that I am subject to backup withholding as a result of failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding, and

(3) I am a U.S. person (including a U.S. resident alien).

Certificate Instructions — You must cross out item (2) in Part 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. However, if after being notified by the IRS that you are subject to backup withholding you received a notification from the IRS stating that you are no longer subject to backup withholding, do not cross out item (2).

_____ Date _____

Signature Date (include year)

_____

Name (Please Print)

Part 3 — Awaiting TIN ☐ | Part 4 — Exempt from backup withholding ☐

NOTE: FAILURE TO COMPLETE THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF TAX ON ANY PAYMENTS MADE TO YOU. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECK THE BOX IN PART 3 OF SUBSTITUTE FORM W-9.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number within 60 days, all reportable payments made to me thereafter will be subject to backup withholding tax until I provide a number.

_____ Date _____

Signature (include year)

_____

Name (Please Print)

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

Guidelines for Determining the Proper Identification Number to Give the Payer — Social Security Numbers ("SSNs") have nine digits separated by two hyphens: *i.e.*, 000-00-000. Employer Identification Numbers, or EINs, have nine digits separated by only one hyphen: *i.e.*, 00-0000000. The table below will help determine the number to give the payer.

For this type of account:		Give the NAME and SOCIAL SECURITY NUMBER or EMPLOYER IDENTIFICATION NUMBER of----	For this type of account:		Give the NAME And EMPLOYER IDENTIFICATION NUMBER of----
1.	Individual	The individual	6.	A valid trust, estate, or pension trust	Legal entity(4)
2.	Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)	7.	Corporation or LLC electing corporate status on Form 8832	The corporation
3.	Custodian account of a minor(Uniform Gift to Minors Act)	The minor(2)	8.	Association, club, religious, charitable, educational or other tax-exempt organization	The organization
4. a.	The usual revocable savings trust (grantor is also trustee)	The grantor-trustee(1)	9.	Partnership or multi-member LLC	The partnership or LLC
b.	The so-called trust account that is not a legal or valid trust under State law	The actual owner(1)			
5.	Sole proprietorship or single-owner LLC	The owner(3)	10.	A broker or registered nominee	The broker or nominee

(1) List first and circle the name of the person whose SSN you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

(2) Circle the minor's name and furnish the minor's SSN.

(3) You must show your individual name and you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, the Internal Revenue Service encourages you to use your SSN.

(4) List first and circle the name of the legal trust, estate or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title).

NOTE: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9
Page 2

Purpose of Form

A person who is required to file an information return with the IRS must get your correct Taxpayer Identification Number, or TIN, to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. The TIN provided must match the name given on the Substitute Form W-9.

How to Get a TIN

If you do not have a TIN, apply for one immediately. To apply for an SSN, obtain Form SS-5, Application for a Social Security Card, at the local office of the Social Security Administration or get this form on-line at www.ssa.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS web site at www.irs.gov.

If you do not have a TIN, check the "Applied For" box in Part 3, sign and date the form, and give it to the payer. Also sign and date the "Certificate of Awaiting Taxpayer Identification Number." For interest and dividend payments and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the payer. If the payer does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

Note: Checking the "Applied For" box on the form means that you have already applied for a TIN OR that you intend to apply for one soon. As soon as you receive your TIN, complete another Form W-9, include your TIN, sign and date the form, and give it to the payer.

CAUTION: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Payees Exempt from Backup Withholding

Individuals (including sole proprietors) are NOT exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete Substitute Form W-9 to avoid possible erroneous backup withholding. If you are exempt, enter your name and correct TIN in Part 1, check the "Exempt" box in Part 4, and sign and date the form. If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8, Certificate of Foreign Status.

The following is a list of payees that may be exempt from backup withholding and for which no information reporting is required. For interest and dividends, all listed payees are exempt except for those listed in item (9). For broker transactions, payees listed in (1) through (13) and any person registered under the Investment Advisers Act of 1940 who regularly acts as a broker are exempt. Payments subject to reporting under sections 6041 and 6041A are generally exempt from backup withholding only if made to payees described in items (1) through (7). However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: (i) medical and health care payments, (ii) attorneys' fees, and (iii) payments for services paid by a federal executive agency. Only payees described in items (1) through (5) are exempt from backup withholding for barter exchange transactions and patronage dividends.

(1) An organization exempt from tax under section 501(a), or an individual retirement plan, or IRA, or a custodial account under section 403(b)(7), if the account satisfies the requirements of section 401(f)(2).

(2) The United States or any of its agencies or instrumentalities.

(3) A state, the District of Columbia, a possession of the United States, or any of their subdivisions or instrumentalities.

(4) A foreign government, a political subdivision of a foreign government, or any of their agencies or instrumentalities.

(5) An international organization or any of its agencies or instrumentalities.

(6) A corporation.

(7) A foreign central bank of issue.

(8) A dealer in securities or commodities registered in the United States, the District of Columbia, or a possession of the United States.

(9) A futures commission merchant registered with the Commodity Futures Trading Commission.

(10) A real estate investment trust.

(11) An entity registered at all times during the tax year under the Investment Company Act of 1940.

(12) A common trust fund operated by a bank under section 584(a).

(13) A financial institution.

(14) A middleman known in the investment community as a nominee or custodian.

(15) An exempt charitable remainder trust, or a non-exempt trust described in section 4947.

Exempt payees described above should file Form W-9 to avoid possible erroneous backup withholding. **FILE THIS FORM WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, CHECK THE "EXEMPT" BOX IN PART 4 ON THE FACE OF THE FORM IN THE SPACE PROVIDED, SIGN AND DATE THE FORM AND RETURN IT TO THE PAYER.**

Certain payments that are not subject to information reporting are also not subject to backup withholding. For details, see sections 6041, 6041A, 6042, 6044, 6045, 6049, 6050A and 6050N, and their regulations.

Privacy Act Notice. Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states, and the District of Columbia to carry out their tax laws. The IRS may also disclose this information to other countries under a tax treaty, or to federal and state agencies to enforce federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to a payer. The penalties described below may also apply.

Penalties

Failure to Furnish TIN. If you fail to furnish your correct TIN to a payer, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information with Respect to Withholding. If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of $500.

Criminal Penalty for Falsifying Information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the payer discloses or uses TINs in violation of federal law, the payer may be subject to civil and criminal penalties.

FOR ADDITIONAL INFORMATION, CONTACT YOUR TAX ADVISOR OR THE INTERNAL REVENUE SERVICE.

Berry Global, Inc.,

a wholly owned subsidiary of Berry Global Group, Inc.

NOTICE OF GUARANTEED DELIVERY

OFFER TO EXCHANGE ITS

5.650% First Priority Senior Secured Notes due 2034, and

5.800% First Priority Senior Secured Notes due 2031

That have been registered under the Securities Act of 1933, as amended (the "Securities Act"),

FOR AN EQUAL AMOUNT OF ITS OUTSTANDING

5.650% First Priority Senior Secured Notes due 2034, and

5.800% First Priority Senior Secured Notes due 2031

That were issued and sold in transactions exempt from registration under the Securities Act

Pursuant to the Prospectus dated , 2024

This notice of guaranteed delivery, or one substantially equivalent to this form, must be used to accept the exchange offers, as defined below, if (1) certificates representing outstanding and unregistered 5.650% First Priority Senior Secured Notes due 2034 and 5.800% First Priority Senior Secured Notes due 2031 of Berry Global, Inc., or Berry, collectively referred to as the Outstanding Notes, are not immediately available; (2) time will not permit the letter of transmittal, certificates representing the Outstanding Notes and all other required documents to reach U.S. Bank Trust Company, National Association, the exchange agent, on or prior to the expiration date of the exchange offers; or (3) the procedures for book-entry transfer (including delivery of an agent's message) cannot be completed on or prior to the expiration date. This notice of guaranteed delivery may be delivered by hand, facsimile, mail or overnight carrier to the exchange agent. See "The Exchange Offers—Procedures for Tendering Outstanding Notes" in the prospectus. In addition, to utilize the guaranteed delivery procedure to tender Outstanding Notes pursuant to the exchange offers, (a) a properly completed and duly executed notice of guaranteed delivery must be delivered on or prior to the expiration date and (b) a properly completed and duly executed letter of transmittal relating to the Outstanding Notes or a manually signed facsimile thereof, or an agent's message in lieu thereof, together with the Outstanding Notes tendered hereby in proper form for transfer or confirmation of the book-entry transfer of such Outstanding Notes to the exchange agent's account at The Depository Trust Company, or DTC, must be received by the exchange agent within one (1) New York Stock Exchange trading day after the date of execution of this notice of guaranteed delivery. Unless indicated otherwise, capitalized terms used but not defined herein shall have the same meaning given them in the prospectus or the letter of transmittal, as the case may be.

The Exchange Agent for the Exchange Offers is:

U.S. Bank Trust Company National Association

By Mail, Hand or Courier:	*By Facsimile:*	*For Information or Confirmation by Telephone:*
Corporate Actions 111 Fillmore Ave E Mail Station EP-MN-WS2N St. Paul, MN 55107 1402 Attention: Specialty Finance Group Reference: Berry Global, Inc.	(651) 466-7367 Attention: Berry Global, Inc.	(800) 934-6802

The exchange offers will expire at 5:00 p.m., New York City time, on , 2024, unless we extend the offer. Tenders may be withdrawn at any time prior to the expiration of the exchange offers.

Delivery of this notice of guaranteed delivery to an address other than as set forth above or transmission of this notice of guaranteed delivery via facsimile to a number other than as set forth above will not constitute a valid delivery.

This notice of guaranteed delivery is not to be used to guarantee signatures. If a signature on a letter of transmittal is required to be guaranteed by an "eligible institution" under the instructions thereto, such signature guarantee must appear in the applicable space provided in the signature box on the letter of transmittal.

Aggregate Principal Amount Tendered*_____

Name of Registered Holder(s) _____

Certificate No(s). (if available) _____

Total Principal Amount Represented by Initial Note Certificate(s) _____

If Outstanding Notes will be tendered by book-entry transfer, provide the following information:

DTC Account Number:_____

Date:_____

*Must be in denominations of U.S. $2,000 and any integral multiple of $1,000.

All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned and every obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

PLEASE SIGN AND COMPLETE

Signature of Registered Holder(s) or Authorized Signatory:

Name(s) of Registered Holder(s):

Date:

Address:

Area Code and Telephone No.:

The notice of guaranteed delivery must be signed by the holder(s) of the Outstanding Notes exactly as their name(s) appear on certificates for the Outstanding Notes or on a security position listing as the owner of the Outstanding Notes, or by person(s) authorized to become registered holder(s) by endorsements and documents transmitted with this notice of guaranteed delivery. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, that person must provide the following information, and unless waived by Berry, provide proper evidence satisfactory to Berry of such person's authority to act.

Please print name(s) and address(es)

Name(s):

Capacity:

Address(es):

GUARANTEE OF DELIVERY

(not to be used for signature guarantees)

The undersigned, a firm that is a member of a registered national securities exchange, a member of the National Association of Securities Dealers, Inc., a bank, trust company or other nominee having an office or correspondent in the United States or another eligible guarantor institution (as defined in the prospectus), hereby guarantees to deliver to the exchange agent, at one of its addresses set forth above, the letter of transmittal, together with the Outstanding Notes tendered hereby in proper form for transfer or confirmation of the book-entry transfer of such Outstanding Notes to the exchange agent's account at DTC, pursuant to the procedures for book-entry transfer set forth in the prospectus, together with any other documents required by the letter of transmittal, within one trading day for the New York Stock Exchange after the date of execution of this notice of guaranteed delivery.

The undersigned acknowledges that (1) it must deliver to the exchange agent the letter of transmittal or a manually signed facsimile thereof, or an agent's message in lieu thereof, and the Outstanding Notes tendered hereby in proper form for transfer or confirmation of the book-entry transfer of such Outstanding Notes to the exchange agent's account at DTC within the time period set forth above and (2) that failure to do so could result in a financial loss to the undersigned.

Name of Firm _____

_____

Address: _____

_____

_____

_____

(Include Zip Code)

Area Code and Telephone No.: _____

Authorized Signature: _____

Name: _____

Title: _____

(Please Print)

Dated: _____

Do not send certificates for Outstanding Notes with this form. Actual surrender of certificates for Outstanding Notes must be made pursuant to, and be accompanied by, an executed letter of transmittal.

INSTRUCTIONS FOR NOTICE OF GUARANTEED DELIVERY

1. Delivery of this Notice of Guaranteed Delivery. A properly completed and duly executed copy of this notice of guaranteed delivery must be received by the exchange agent at one of its addresses set forth in this notice of guaranteed delivery before the expiration date. The method of delivery of this notice of guaranteed delivery and any other required documents to the exchange agent is at the election and sole risk of the holder of Outstanding Notes, and the delivery will be deemed made only when actually received by the exchange agent. If delivery is by mail, we recommend registered mail with return receipt required, properly insured. As an alternative to delivery by mail, holders may wish to use an overnight or hand delivery service. In all cases, sufficient time should be allowed to assure timely delivery. For a description of the guaranteed delivery procedures, see the prospectus and Instruction 1 of the letter of transmittal.

2. Signatures on this Notice of Guaranteed Delivery. If this notice of guaranteed delivery is signed by the registered holder(s) of the Outstanding Notes referred to in this notice of guaranteed delivery, the signatures must correspond exactly with the name(s) written on the face of the Outstanding Notes without alteration, enlargement, or any change whatsoever.

If this notice of guaranteed delivery is signed by a participant of DTC whose name appears on a security position listing as the owner of the Outstanding Notes, the signature must correspond with the name shown on the security position listing as the owner of the Outstanding Notes.

If this notice of guaranteed delivery is signed by a person other than the registered holder(s) of any Outstanding Notes listed or a participant of DTC whose name appears on a security position listing as the owner of the Outstanding Notes, this notice of guaranteed delivery must be accompanied by appropriate bond powers, signed exactly as the name(s) of the registered holder(s) appear(s) on the Outstanding Notes or signed as the name of the participant is shown on DTC's security position listing, and also must be accompanied by such opinions of counsel, certifications and other information as the Company or the trustee for the Outstanding Notes may require in accordance with the restrictions on transfer applicable to the Outstanding Notes.

If this notice of guaranteed delivery is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other person acting in a fiduciary or representative capacity, such person should so indicate when signing and submit the notice of guaranteed delivery evidence satisfactory to Berry of the person's authority to so act.

3. Questions, Requests for Assistance and Additional Copies. Questions and requests for assistance may be directed to the exchange agent at its address and telephone number set forth on the front of this notice of guaranteed delivery. Additional copies of the prospectus, the letter of transmittal, the notice of guaranteed delivery and Form W-8 may be obtained from the exchange agent at the address and telephone/facsimile numbers indicated above, or from your broker, dealer, commercial bank, trust company or other nominee.

Exhibit 99.3

Berry Global, Inc.,

a wholly owned subsidiary of Berry Global Group, Inc.,

OFFER TO EXCHANGE ITS

5.650% First Priority Senior Secured Notes due 2034, and

5.800% First Priority Senior Secured Notes due 2031

That have been registered under the Securities Act of 1933, as amended (the "Securities Act"),

FOR AN EQUAL AMOUNT OF ITS OUTSTANDING

5.650% First Priority Senior Secured Notes due 2034, and

5.800% First Priority Senior Secured Notes due 2031

That were issued and sold in transactions exempt from registration under the Securities Act

The exchange offers will expire at 5:00 p.m., New York City time, on , 2024, unless we extend the offer. Tenders may be withdrawn at any time prior to the expiration of the exchange offers.

To Securities Dealers, Brokers, Commercial Banks, Trust Companies and Other Nominees:

Berry Global, Inc., a Delaware corporation, or Berry, is offering to exchange an aggregate principal amount of up to $800,000,000 of its new 5.650% First Priority Senior Secured Notes due 2034 and an aggregate principal amount of up to $800,000,000 of its new 5.800% First Priority Senior Secured Notes due 2031, collectively referred to as the Exchange Notes, for an equal amount of its outstanding unregistered 5.650% First Priority Senior Secured Notes due 2034 and unregistered 5.800% First Priority Senior Secured Notes due 2031, collectively referred to as the Outstanding Notes, upon the terms and subject to the conditions set forth in the prospectus dated , 2024, and in the related letter of transmittal and the instructions thereto.

Enclosed herewith are copies of the following documents:

1. The prospectus.

2. The letter of transmittal for your use and for the information of your clients, including a substitute Internal Revenue Service Form W-9 for collection of information relating to backup federal income tax withholding.

3. A notice of guaranteed delivery to be used to accept the exchange offers with respect to Outstanding Notes in certificated form or Outstanding Notes accepted for clearance through the facilities of The Depository Trust Company, or DTC, if (i) certificates for Outstanding Notes are not immediately available or all required documents are unlikely to reach the exchange agent on or prior to the expiration date or (ii) a book-entry transfer cannot be completed on a timely basis.

4. A form of letter which may be sent to your clients for whose account you hold the Outstanding Notes in your name or in the name of a nominee, with space provided for obtaining such clients' instructions with regard to the exchange offers.

5. Return envelopes addressed to U.S. Bank Trust Company, National Association, the exchange agent for the exchange offers.

Please note that the exchange offers will expire at 5:00 p.m., New York City time, on , 2024, unless extended. We urge you to contact your clients as promptly as possible.

Berry has not retained any dealer-manager in connection with the exchange offers and will not pay any fee or commission to any broker, dealer, nominee or other person, other than the exchange agent, for soliciting tenders of the Outstanding Notes pursuant to the exchange offers. You will be reimbursed by Berry for customary mailing and handling expenses incurred by you in forwarding the enclosed materials to your clients and for handling or tendering for your clients.

Additional copies of the enclosed materials may be obtained by contacting the exchange agent as provided in the enclosed letter of transmittal.

Very truly yours,

BERRY GLOBAL, INC.

Enclosures

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON AS AN AGENT OF BERRY OR THE EXCHANGE AGENT OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON BEHALF OF ANY OF THEM WITH RESPECT TO THE EXCHANGE OFFERS OTHER THAN THOSE STATEMENTS CONTAINED IN THE DOCUMENTS ENCLOSED HEREWITH.

The exchange offers are not being made to, and the tender of Outstanding Notes will not be accepted from or on behalf of, holders in any jurisdiction in which the making or acceptance of the exchange offer would not be in compliance with the laws of such jurisdiction.

Exhibit 99.4

Berry Global, Inc.,

a wholly owned subsidiary of Berry Global Group, Inc.,

OFFER TO EXCHANGE ITS

5.650% First Priority Senior Secured Notes due 2034, and

5.800% First Priority Senior Secured Notes due 2031

That have been registered under the Securities Act of 1933, as amended (the "Securities Act"),

FOR AN EQUAL AMOUNT OF ITS OUTSTANDING

5.650% First Priority Senior Secured Notes due 2034, and

5.800% First Priority Senior Secured Notes due 2031

That were issued and sole in transactions exempt from registration under the Securities Act

The exchange offers will expire at 5:00 p.m., New York City time, on , 2024, unless we extend the offer. Tenders may be withdrawn at any time prior to the expiration of the exchange offers.

To Our Clients:

Enclosed for your consideration is a prospectus dated , 2024 and the related letter of transmittal and instructions thereto in connection with the offers, referred to as the exchange offers, of Berry Global, Inc., a Delaware corporation, or Berry, to exchange an aggregate principal amount of up to $800,000,000 of its new 5.650% First Priority Senior Secured Notes due 2034 and an aggregate principal amount of up to $800,000,000 of its new 5.800% First Priority Senior Secured Notes due 2031, collectively referred to as the Exchange Notes, which have been registered under the Securities Act of 1933, as amended, for a like principal amount of its outstanding unregistered 5.650% First Priority Senior Secured Notes due 2034 and unregistered 5.800% First Priority Senior Secured Notes due 2031, collectively referred to as the Outstanding Notes, upon the terms and subject to the conditions set forth in the prospectus and the letter of transmittal. Consummation of the exchange offers is subject to certain conditions described in the prospectus.

We are the registered holder of Outstanding Notes held by us for your account. A tender of any such Outstanding Notes can be made only by us as the registered holder and pursuant to your instructions. The letter of transmittal is furnished to you for your information only and cannot be used by you to tender Outstanding Notes held by us for your account.

Accordingly, we request instructions as to whether you wish us to tender any or all such Outstanding Notes held by us for your account pursuant to the terms and conditions set forth in the prospectus and the letter of transmittal. **We urge you to read the prospectus and the letter of transmittal carefully before instructing us to tender your Outstanding Notes.**

Your instructions to us should be forwarded as promptly as possible in order to permit us to tender Outstanding Notes on your behalf in accordance with the provisions of the exchange offer. **The exchange offers will expire at 5:00 p.m., New York City time, on , 2024, unless extended.** Outstanding Notes tendered pursuant to the exchange offers may be withdrawn only under the circumstances described in the prospectus and the letter of transmittal.

Your attention is directed to the following:

1. The exchange offers are for the entire aggregate principal amount of Outstanding Notes.

2. Consummation of the exchange offers is conditioned upon the terms and conditions set forth in the prospectus under the captions "The Exchange Offers—Terms of the Exchange Offers; Acceptance of Tendered Notes" and "The Exchange Offers—Conditions to the Exchange Offers."

3. Tendering holders may withdraw their tender at any time until 5:00 p.m., New York City time, on the expiration date.

4. Any transfer taxes incident to the transfer of Outstanding Notes from the tendering holder to Berry will be paid by Berry, except as provided in the prospectus and the instructions to the letter of transmittal.

5. The exchange offers are not being made to, nor will the surrender of Outstanding Notes for exchange be accepted from or on behalf of, holders of Outstanding Notes in any jurisdiction in which the exchange offers or acceptance thereof would not be in compliance with the securities or blue sky laws of such jurisdiction.

6. The acceptance for exchange of Outstanding Notes validly tendered and not withdrawn and the issuance of Exchange Notes will be made as soon as practicable after the expiration date.

7. Berry expressly reserves the right, in its reasonable discretion and in accordance with applicable law, (i) to delay accepting any Outstanding Notes, (ii) to terminate the exchange offers and not accept any Outstanding Notes for exchange if it determines that any of the conditions to the exchange offers, as set forth in the prospectus, have not occurred or been satisfied, (iii) to extend the expiration date of the exchange offers and retain all Outstanding Notes tendered in the exchange offers other than those notes properly withdrawn, or (iv) to waive any condition or to amend the terms of the exchange offers in any manner. In the event of any extension, delay, non-acceptance, termination, waiver or amendment, Berry will as promptly as practicable give oral or written notice of the action to the exchange agent and make a public announcement of such action. In the case of an extension, such announcement will be made no later than 5:00 p.m., New York City time, on the next business day after the previously scheduled expiration date.

8. Consummation of the exchange offers may have adverse consequences to non-tendering Outstanding Note holders, including that the reduced amount of Outstanding Notes as a result of the exchange offers may adversely affect the trading market, liquidity and market price of the Outstanding Notes.

9. If you wish to have us tender any or all of the Outstanding Notes held by us for your account, please so instruct us by completing, executing and returning to us the instruction form that follows.

Berry Global, Inc.,

a wholly owned subsidiary of Berry Global Group, Inc.

INSTRUCTIONS REGARDING THE EXCHANGE OFFERS
WITH RESPECT TO THE
5.650% FIRST PRIORITY SENIOR SECURED NOTES DUE 2034, AND
5.800% FIRST PRIORITY SENIOR SECURED NOTES DUE 2031
(OUTSTANDING NOTES)

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF YOUR LETTER AND THE ENCLOSED DOCUMENTS TO THEREIN RELATING TO THE EXCHANGE OFFERS OF BERRY GLOBAL, INC. WITH RESPECT TO THE OUTSTANDING NOTES.

THIS WILL INSTRUCT YOU WHETHER TO TENDER THE PRINCIPAL AMOUNT OF OUTSTANDING NOTES INDICATED BELOW HELD BY YOU FOR THE ACCOUNT OF THE UNDERSIGNED PURSUANT TO THE TERMS OF AND CONDITIONS SET FORTH IN THE PROSPECTUS AND THE LETTER OF TRANSMITTAL.

☐ Please tender the Outstanding Notes held by you for my account, as indicated below.
☐ Please do not tender any Outstanding Notes held by you for my account.

Type	Aggregate Principal Amount Held for Account of Holder(s)	Principal Amount to be Tendered*
5.650% First Priority Senior Secured Notes due 2034		
5.800% First Priority Senior Secured Notes due 2031		

* UNLESS OTHERWISE INDICATED, SIGNATURE(S) HEREON BY BENEFICIAL OWNER(S) SHALL CONSTITUTE AN INSTRUCTION TO THE NOMINEE TO TENDER ALL OUTSTANDING NOTES OF SUCH BENEFICIAL OWNER(S).

SIGN HERE

Signature(s)

Please print name(s)

Address

Area Code and Telephone Number

Tax Identification or Social Security Number

My Account Number with You

Date

Calculation of Filing Fee Tables

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BERRY GLOBAL GROUP, INC.

Table 1: Newly Registered and Carry Forward Securities

		Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee	Carry Forward Form Type	Carry Forward File Number	Carry Forward Initial Effective Date	Filing Fee Previously Paid in Connection with Unsold Securities to be Carried Forward
Newly Registered Securities													
Fees to be Paid	1	Debt	5.650% First Priority Senior Secured Notes due 2034	Other	800,000,000		$ 800,000,000.00	0.0001476	$ 118,080.00				
Fees to be Paid	2	Debt	Guarantee of 5.650% First Priority Senior Secured Notes due 2034	Other				0.0001476	$ 0.00				
Fees to be Paid	3	Debt	5.800% First Priority Senior Secured Notes due 2031	Other	800,000,000		$ 800,000,000.00	0.0001476	$ 118,080.00				
Fees to be Paid	4	Debt	Guarantee of 5.800% First Priority Senior Secured Notes due 2031	Other				0.0001476	$ 0.00				
Fees Previously Paid													
Carry Forward Securities													
Carry Forward Securities													
				Total Offering Amounts:			$ 1,600,000,000.00		$ 236,160.00				
				Total Fees Previously Paid:					$ 0.00				
				Total Fee Offsets:					$ 0.00				
				Net Fee Due:					$ 236,160.00				

Offering Note

1 Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(f)(2) under the Securities Act of 1933, as amended.

2 Berry Global Group, Inc. and the registrants listed on the Table of Additional Registrant Guarantors will guarantee the obligations of Berry Global, Inc. under the 5.650% First Priority Senior Secured Notes due 2034 and the 5.800% First Priority Senior Secured Notes due 2031. The guarantees are not traded separately. Pursuant to Rule 457(n) under the Securities Act of 1933, as amended, no additional registration fee is due for the guarantees.

3 Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(f)(2) under the Securities Act of 1933, as amended.

4 Berry Global Group, Inc. and the registrants listed on the Table of Additional Registrant Guarantors will guarantee the obligations of Berry Global, Inc. under the 5.650% First Priority Senior Secured Notes due 2034 and the 5.800% First Priority Senior Secured Notes due 2031. The guarantees are not traded separately. Pursuant to Rule 457(n) under the Securities Act of 1933, as amended, no additional registration fee is due for the guarantees.